

Jeff M. Bauman, Psy.D., P.A.
PATIENTS' RIGHTS AND RESPONSIBILITIES-2018 and beyond

MY COMMITMENT TO YOU

To be an effective consumer of psychological services, it is important that you know about your rights and responsibilities and about our obligations to you. **Please read this statement carefully and discuss any questions you may have with me.**

As a Licensed Psychologist, I am dedicated to providing quality, therapy, testing, coaching and consulting services. You may be assured that each patient receives competent and respectful services regardless of race, ethnic background, religion, sex, age, gender preference, or disability. When necessary, I consult with specialists, and may refer you to additional resources.

I welcome you, your questions and concerns. Your feedback is always welcome.

YOUR RIGHTS

When you become a patient/client, you have the right to:

1. *Confidentiality*. It is my policy to respect your privacy and to protect the confidentiality of your relationship with me. It is also my policy to inform you of the limits I have in protecting this right to confidential care. Limitations imposed by state statute and/or ethical guidelines are as follows:
 - a. I am encouraged to confer with other professionals when helpful and appropriate, provided I have the proper release from you. You ARE agreeing at the start that I may consult with the treatment team. The clinical staff at this office consult on cases regularly to improve quality of care. Unless you specifically forbid me, I will also send short updates to the patient's primary care doctor. I will also consult with any additional mental health provider, such as the prescribing psychiatrist.
 - b. Florida Law obliges me to inform relevant parties when there is a clear and imminent danger to the patient, to other individuals or to society. I am also required to report suspected child abuse or neglect. There is also mandated reporting of suspected abuse neglect, or exploitation of aged or disabled adults.
 - c. When a person licensed under the Florida Psychological Service Act is a party to or defendant in a civil, criminal or disciplinary action arising from a complaint filed by a patient, in which case the waiver is limited to that action. In the event of receiving a subpoena, the patient will be contacted and either a written waiver of objection is expected, or the patient will arrange for his/her attorney to file a protective order, should there be an objection to honoring the subpoena. A copy of the motion and the protective order will need to be forwarded to my office. A fee will be charged for copying records and for any time required by the legal process.
 - d. Upon your request, we can provide itemized receipts for YOU to file with your insurance company. We can also complete reasonable forms they may require to justify your care. We will provide these forms directly to you. You are responsible for your own submissions and any consequence that follows such submission.
 - e. Parents (including non-custodial parents) have certain legal rights to information concerning a minor child. From a therapeutic standpoint, however, it is important for the child or adolescent to develop a trusting relationship with the therapist. Therefore, I request that parents grant the child confidentiality subject to the above limitations. Of course, I will consult with parents regarding involvement in the treatment process and the child/adolescent's progress.
 - f. Please be aware that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.

- g. For the convenience of my patients, I may lease space to other Licensed Mental Health professionals. These individuals are completely responsible for their actions and work. I (Dr. Bauman) make no warranty on the work of these independent professionals.
 - h. Except in the circumstances outlined above, I will not release to others any information regarding you and/or my services to you unless you request and authorize with your signature. On our website, you will find the required Federal notice regarding **Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides additional privacy protections and additional patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.**
2. *Cost of Services.* You have the right to be informed of the cost of professional services prior to receiving services.
 3. *Informed Consent.* As a patient/parent/guardian, you have the right to know the nature of the services you or your child/adolescent is receiving. In the case of therapy, the first three or four meetings will be for evaluating treatment needs, we will then meet to discuss a plan for therapy/coaching to follow. I encourage you to be active in those discussions. My treatment philosophy is short-term, goal-directed cognitive-behavior therapy with patient –therapist teamwork. In the case of formal testing, my teammate or I will discuss goals prior to beginning testing.
 4. *Risks.* Since the process of change can sometimes be upsetting, the self-analysis and examination of relationships during the course of treatment may carry a slight risk of psychological distress. In some situations, examination of relationships during the course of treatment may result in a decision to make changes in those relationships. If there is ever any distress, please bring those thoughts and emotions to my attention. **AS AN OUTPATIENT PRACTICE, THERE IS LIMITED ABILITY TO RESPOND TO EMERGENCIES.** If you or your child is experiencing a life threatening emergency, please dial 911. **GENERAL HOSPITAL EMERGENCY ROOMS MAY ALSO BE OF ASSIST.** After hours calls will not be returned until we return.
 5. *Dual Relationships.* Ethical guidelines prohibit any other relationship developing outside the patient-Doctor relationship. In Florida, the patient-Doctor relationship is a lifetime relationship.
 6. Ethical guidelines prohibit any exchange of gifts between therapist and patient.

YOUR RESPONSIBILITIES

1. You are responsible for supplying accurate and complete information about yourself/your child-including past illnesses, previous therapy, medication, and family history, when appropriate, and to provide information updates. Please contact previous service providers to have them forward previous evaluation/therapy notes.
2. **FEES:** You are responsible for honoring your financial agreement. Payment for psychological services is due at the time services are rendered. My fee is **\$275 for initial evaluation** and **\$225 for our standard 45-minute** follow-up sessions. **The fee for 60 minute premium followup sessions is \$240.** Fees for testing, groups, workshops, and organizational consultation are negotiated on a situational basis.. **It is my practice to charge for other professional services such as telephone conversations which last longer than five minutes, letters, attendance at meetings or consultations with other professionals which you have authorized, or the time required for any service which you request of me. Unreasonable treatment plan requests by insurance companies may also carry charges. These charges will be prorated from an hourly rate of \$240.**

3. **CANCELLATION:** You (parent/guardian) are responsible for keeping appointments. Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions. _
4. **LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If I **must** be involved in litigation because of professional services provided to you: 1) I must be paid a **forensic professional fee**, \$350 per hour ; 2) a retainer must be paid in advance based on an estimate of minimum time required; 3) out of office services and forensic services are charged on a portal to portal basis. The forensic fee will be applied to all services connected to the litigation, including but not limited to letters and reports, phone conferences, depositions, and court appearances.
5. You (child/adolescent and parent/guardian) are responsible for following treatment recommendations, including making and keeping regular appointments, completing therapeutic assignments, and communicating your treatment progress.

SOCIAL NETWORKING In the past, I may have accepted parents of patients' friend requests on social networking sites, such as Facebook. I have been advised to cease this practice. I will no longer accept these requests. I request that clients not communicate with me via any interactive or social networking web sites.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of the patient (family) and me. The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Broward County, FL, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

This revised INFORMED CONSENT is effective January 1, 2018