

## 1. Informed Consent for Psychotherapy

### TAMPA THERAPY, LLC

It is crucial that you feel comfortable with the therapist you choose. When you feel this way, therapy is much more likely to be helpful to you. Therefore, this document contains answers to questions that people often ask to help you make an informed decision. Please read it carefully and jot down any questions you might have so that we can discuss them. The therapeutic relationship is unique in that it is highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

### About Psychotherapy

We view therapy as a partnership. You define the problem areas to be worked on while we use specialized knowledge to help you make the changes you want to make. It is not like visiting a medical doctor. It requires your very active involvement and your best efforts to change thoughts, feelings, and behaviors. Change will sometimes be easy and quick, but more often it will be slow and require on-going effort. There are no instant cures or “magic pills.” Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Also, therapy may create difficulties between you and others such as family members and friends. If you are coming for couples therapy, there is a risk of separation or divorce. Most of these risks are to be expected when people are making important changes in their lives. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Personal goals and values may become clearer and you may grow in many directions—as a person, in your close relationships, in your work or schooling, and in your ability to enjoy your life. However, there are no guarantees of what you will experience.

#### The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. Your therapist cannot promise that your behavior or circumstance will change. Your therapist can promise to support you and will do their very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

### Professional Fees

Psychotherapy/Counseling: Dr. Barbash's current cash-discounted fee is \$170 for a 45-minute individual therapy appointment and \$190 for a 45-minute couples therapy appointment. Licensed Mental Health Counselor's current fee is

\$130 for a 45-minute individual therapy appointment, \$150 for a 45-minute couples therapy appointment, and \$165 for a 45-minute family therapy session (LMHC sessions will receive \$5 discount for each session if paying by cash or Venmo). In addition to weekly appointments, we charge this amount for most other services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me (except as noted below). There is no charge for brief calls about appointments or similar business.

Psychological Testing/Assessment: Dr. Barbash provides psychological testing services. The hourly fee for psychological testing is \$225. Fees for psychological testing and formal psychological evaluations such as IQ assessments, personality testing, and other psychological assessments typically cost \$1500, but could vary based upon complexity and the purpose of the evaluation. Testing services are payable by cash or check only. The testing fee includes interviews, administration of tests, interpretation of tests, report writing, and feedback sessions. You will be informed of the costs associated with such an evaluation prior to any such services being rendered. Payment is expected at the beginning of psychological testing before services will be rendered.

## **Court Appearances, Testimony, and Related Fees**

Clients are discouraged from having their therapist subpoenaed or having therapists provide records for the purpose of litigation. Even though you are responsible for the testimony fee, it does not mean that your therapist's testimony will be solely in your favor. Your therapist can only testify to the facts of the case and to their professional opinion. Furthermore, if your therapist sees both a husband and wife separately, there is an obvious conflict of interest. Your therapist would rather not damage the trust he or she has built in the counseling relationship with each client especially if they are still seeing that person for therapy. If your therapist is to receive a subpoena, then the attorney or office staff is required to call Tampa Therapy and set up a time for the subpoena to be served during office hours. A minimum of one week notice of any court appearance is necessary so that schedule changes for clients can be made within a reasonable time frame. Please note: If a subpoena or notice to meet attorney(s) is received without a minimum of one week notice there will be an additional \$500 express charge.

The fee structure for court appearances is as follows:

1. Preparation Time (including records submission): \$500/hr (billable in 15-minute increments)
2. Phone calls: \$500/hr (billable in 15-minute increments)
3. Depositions: \$500/hour
4. Time spent on Court premises (with or without testifying): \$500/hour
5. Compensation for travel to and from court: \$500/hour or portion thereof
6. All attorney fees and costs that are incurred by the therapist as a result of the legal action
7. Filing document with the court: \$400
8. The minimum charge for a court appearance: \$2000

A retainer of \$2000 is due at least one week before the scheduled court appearance. The remainder of the costs will be billed after the court appearance and will be due upon receipt. If the therapist is subpoenaed and the case is reset with less than 72 business hours notice prior to the beginning of the day of the scheduled subpoena, trial, then the client will be charged \$500 (in addition to original retainer of \$2000 for having to appear in court). Bills are presented to clients on a weekly basis and payment is expected upon receipt. Of this retainer, a minimum of \$1500 is charged for court preparation and is NONREFUNDABLE. Any refund from the retainer owed to the client will be remitted by mail to the client's address of record no less than 30 days after completion of the court appearance. All of the listed fees are doubled if the therapist is out of town, or on vacation, and must attend to these legal out of session requests.

## **Billing and Payments**

Payment for services is an important part of any professional relationship. This is especially true in therapy since one common treatment goal is to enhance relationships and make the obligations they involve clear. You are responsible for seeing that your therapist's services are paid for. Meeting this responsibility shows your commitment to therapy. Psychotherapy sessions and other psychological services that have been provided are non-refundable. New patients will be required to pay a deposit (the full cost of the first session) over the phone to reserve their first appointment. This payment is applied to the first session. This payment is nonrefundable but the appointment may be rescheduled to a new time if at least 48 business hours notice is provided. If you miss the first appointment (provide less than 48 business hours notice or are a no-show) and want to reschedule, you will be required to prepay the full session amount (for individual therapy-\$170/\$130) for the new appointment time. Follow-up sessions must be paid in full by the start of the therapy session.

Payment is expected by the start of each session. In most cases, payment will be completed on the day prior to the session after the on-time cancellation window has passed. We require an active credit/debit card is maintained on file. You are providing your consent and agreement to electronically store your credit or debit card information in the patient portal so that appointment charges can be automatically drafted. If our fee is (or becomes) beyond your financial means, please discuss your situation with us so that we may make suitable arrangements. We realize that our fees involve a significant amount of money. Therefore, we must work hard and well for you to get the best value for your money. You will be given advance notice of any fee changes we make. If your account has not been paid for more than 10 days and arrangements for payment have not been agreed upon, Tampa Therapy has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided (e.g. psychotherapy), and the amount due. No private information regarding the specifics of any treatment will be disclosed. Likewise, in the event of any financial disputes (e.g., credit card merchants), you are hereby authorizing Tampa Therapy to share limited information relevant to settling the financial dispute. This may include a copy of this signed agreement where the fee policy is outlined.

## **Insurance Reimbursement**

At this time we DO NOT accept insurance as a form of payment for services. Therefore, all fees are expected to be paid in full at the time the service is rendered. Some insurance policies include coverage for "out of network" care. If so, we will provide you with any necessary documents, forms, or other information needed for you to submit to your insurance company for possible reimbursement. However, please be aware that most insurance companies require you to obtain prior authorization for mental health services and may not reimburse for services they have not authorized. Additionally, most insurance providers require me to provide them with a clinical diagnosis in order for you to receive reimbursement. Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. We will not release any information to your insurance company without your written consent. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

## **Confidentiality/Privacy**

It is your legal right that our work together and corresponding records be kept private. Except for the situations listed below, your therapist will tell no one what you tell him or her. Your therapist will not even reveal that you and him or her are working together. Therefore, you should discuss how you would like your therapist to contact you as well as handle situations in which you and your therapist run into each other outside of the office. We also ask you not to disclose the name or identity of any other client being seen in this office. In all but a few rare situations, your confidentiality is protected

by federal and state laws. Here are the most common cases in which confidentiality is not protected:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally your therapist may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. The consultant is also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together.

In addition to these legal requirements, there are some situations in which your therapist might share information about you with another professional. If your therapist must discontinue the therapy relationship because they become ill or disabled, we ask you to agree to your therapist transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access for you. This is consistent with Florida law requiring the preservation of records for a specified period of time in order to provide you with access to your record. Additionally, by contracting for therapy services with a Licensed Mental Health Counselor at Tampa Therapy, you are hereby providing consent to Tampa Therapy to access billing and session attendance records (but not progress notes) in order to ensure your therapist is compensated for their work.

You can review your records in your file at any time, although we ask that you do that in your therapist's presence so that they may answer any questions you have. We ask you to agree that you may not examine records created by anyone else and then sent to your therapist. In some very rare situations, your therapist may temporarily remove parts of your records before you see them. This would happen if your therapist believes that the information will be harmful to you, but your therapist will discuss this with you. In couples therapy, both individuals will need to agree before we are able to release any part of the record to anyone.

## **Prohibited Actions, Items, and Objects**

The following actions, items, and objects are prohibited: Verbally abusive behavior including angry or vulgar language, including swearing, name-calling, or shouting; physical contact with another person in any angry, aggressive, or threatening way; any demonstration of sexual activity or sexual contact with another person including sexually explicit conversation; harassment or intimidation by words, gestures, body language or any menacing behavior including via social media - this behavior is inappropriate toward other patients, visitors, and Tampa Therapy staff; theft or behavior that results in the damage or destruction of Tampa Therapy property; carrying or concealing any weapons or devices or objects that may be used as weapons; using or possessing illegal chemicals or alcohol on Tampa Therapy property; any other conduct of an inappropriate, threatening, or offensive nature; loitering is not permitted inside or on Tampa Therapy premises; smoking is not permitted inside or on Tampa Therapy property. Tampa Therapy and its property is a smoke free environment.

If you arrive to a scheduled appointment under the influence of alcohol or other illicit substances (reported or observed), your appointment will be canceled and your therapist will not be able to meet with you for the session. This is for ethical and practical reasons. Please note, if this happens, the scheduled session is still the financial responsibility of the client.

and is considered the same as a late cancellation or no-show in accordance with our cancellation policy. As such, these sessions must be paid for and if prepaid, are not refundable. Likewise, the paid amount for such canceled sessions cannot be applied to future sessions.

## **About Our Appointments**

Typically, we meet with an individual client for 45 minute appointments on a weekly or twice monthly basis with meetings becoming less frequent over time. However, you and your therapist will decide what meeting schedule makes the most sense for you. If you are late, your therapist will be unable to meet for the full time because they may have another appointment after yours, however this does not change the fee for the session. If your therapist is ever unable to start on time, we assure you that you will receive the full time agreed to.

An appointment is a commitment to your work. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice (weekends not included) of cancellation by telephone and voicemail (if necessary). Our voicemail has a time and date stamp, which will keep track of time of cancellation. If your appointment is on a Monday, the cancellation must be made by the same hour on the preceding Friday. Please understand that this appointment time has been reserved for you and it is very likely that another client would have liked to have had that appointment had they known it was available. We cannot keep the practice viable if we do not enforce this policy. Therefore, if you miss an appointment or fail to provide 24 hours advance notice as outlined in this section, you are still responsible for and must pay the full appointment fee (determined by your therapist's rate) for the missed appointment. Additional appointments will not be scheduled if the fee is unpaid. If you are not scheduling a new appointment, you still maintain responsibility for paying this fee, which must be paid by Venmo, over the phone by credit or debit card, through the online patient portal, or a cash or check payment mailed to the Tampa Therapy office. Such payments are due within 5 days of the missed appointment, and will be assessed a 15% late fee for each five day period beyond the first 5 days that the owed fee is unpaid. As stated in the billing section above, if your account has not been paid for more than 5 days and arrangements for payment have not been agreed upon, Tampa Therapy has the option of using legal means to secure payment, which can include a collection agency or going through small claims court [if such actions are necessary, its costs will be included in the claim]. Additionally, if you cancel two consecutively scheduled appointments (including cancellations made with 24 hours notice), you will be required to prepay for the next scheduled session. If you no-show two appointments or no-show and cancel two consecutive appointments, we will not be able to schedule you another appointment.

Enter your initials to indicate understanding, acknowledgment, and agreement to cancellation policy:

## **Colds and Contagious Illnesses**

Please do not come to appointments if you are sick with a cold or other illness. Likewise, your therapist will honor this policy. This is to ensure that illnesses are not spread to staff, other clients, and families and children at home. In the event that either you or your therapist is sick with a cold or contagious illness, or might be contagious, the appointment will \*not\* be canceled but you and your therapist will arrange to meet online or by phone at your scheduled appointment time or later in the week, if needed. If you arrive to an appointment with a cold or contagious illness, your therapist will reschedule the appointment to a new time, however the amount paid for that session is nonrefundable as that time was reserved for you and is considered the same as a late cancellation or no-show in accordance with our cancellation policy; these sessions must be paid for and if prepaid, are not refundable. Likewise, the paid amount for such canceled sessions cannot be applied to future sessions. As such, if you are feeling sick or have a contagious illness, please notify us in advance of your appointment so we may arrange the phone or online session at your scheduled appointment time.

## Children

Please do not bring children under the age of 14 to your appointments unless they will be accompanied and supervised by another responsible adult in the waiting area. Tampa Therapy is not responsible for children left alone and therefore we do not allow children to be left alone or unsupervised in or around the building. Please make other arrangements for children.

## Consent to Treatment

Treatment is voluntary; you have the right to terminate therapy at any time. Your therapist has the right to terminate therapy if:

- He/she believes the therapy being provided is no longer beneficial, that you will be better served by another professional.
- You are seeing another therapist, and participating in treatment with your therapist would jeopardize your progress.
- You repeatedly fail to follow treatment recommendations meant to protect your physical health.
- Your therapist reasonably perceives you as posing a threat to his/her physical well-being.
- You have cancelled or failed to show up for your last 3 therapy sessions, even in such cases when 24-hours notice was provided.
- You, or another party representing you, suggests or files any legal action/claims directed at Tampa Therapy Group, LLC or one of its clinicians.
- You have one or more unpaid therapy sessions or no-show fees.
- You have not made contact with Tampa Therapy or responded to attempts to be contacted by the Tampa Therapy office for at least three weeks.

If, for any reason, therapy is terminated by Tampa Therapy, your therapist will provide you with the names of at least 3 other qualified (i.e., licensed) providers upon request.

## If You Need to Contact Us

We are often not immediately available by telephone, especially when we are in session with a client. When we are unavailable, please leave us a voicemail at 813-474-9395 and we will return your call as soon as we can. Generally, we will return messages within one business day (Monday-Friday) except on weekends and holidays. However, know that we are only free for a few minutes at a time and that any call longer than five minutes will be billed according to a pro-rated hourly fee. Also note that none of these forms of communication should take the place of face-to-face therapy. Please call (and leave a voicemail, if necessary) if you are cancelling an appointment or otherwise need to speak with your therapist in a timely fashion.

In an Emergency: If you are at risk of physically harming yourself or others, please immediately contact the 24-Hour Crisis Helpline 1(800) 400-1572 (on cell phone, dial 211), call 911, or go to your nearest emergency room. If your therapist will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary

## Agreement

I have read and discussed this contract. By signing below, I am consenting to psychotherapy with Tampa Therapy and my assigned therapist. I understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this contract, I can talk with Tampa Therapy about them, and Tampa Therapy will do their best to answer them. I understand that no specific promises have been made to me by Tampa Therapy about the results of therapy, the effectiveness of the procedures used by my therapist, or the number of sessions necessary for therapy to be effective. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to

discuss my concerns about my progress with my therapist before ending therapy. Furthermore, I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing when required. I agree to pay my therapist's fee for each psychotherapy session, unless otherwise specified and mutually agreed upon. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with my assigned therapist and Tampa Therapy Group, LLC. I am over the age of eighteen and have legal authority to sign this agreement.

Printed Name of Client/Digital Signature:

Printed Name of Partner (REQUIRED for Couples Therapy)/Digital Signature:

Today's Date: