



361 US Route 1  
Falmouth, Maine 04011

## **Part I: Informed Consent for Psychotherapy and Office Policies**

### **Welcome!**

Thank you for choosing New Approaches. This is an opportunity to acquaint you with information relevant to treatment, confidentiality, and office policies. Your therapist will answer any questions you have regarding any of these policies.

### **The Therapeutic Process**

At New Approaches, we work to tailor our approach to your needs. How therapy is done varies depending on the strengths and personalities of the therapist and the client and the particular issues you are experiencing. We work together in the first few sessions to assess your history and the issues that you are experiencing. From this assessment, we will work on a treatment plan that best suits your particular needs. Sometimes other resources or providers will be needed to best address your treatment goals. This is something we can help you navigate.

Therapy involves benefits and risks. Since therapy often involves discussing difficult topics, you may experience a range of emotions that are sometimes intense like sadness, guilt, anger, frustration, grief, loneliness, and helplessness. Allowing these feelings to be acknowledged and expressed is an important part of the therapeutic process. Other benefits include increased self-awareness, increased confidence, improved relationships, concrete ideas for specific problems, new tools for emotional regulation, among many others. *There are no guarantees of exactly what you will experience.*

### **Communication**

The office phone number is **207-553-2260**. ***You may also email your therapist about logistical matters only, such as making or changing appointments.*** Please note that we cannot guarantee the confidentiality of such emails because they are not encrypted. All therapy/clinical problems should be discussed in sessions.

### **Confidentiality**

Issues discussed in therapy are important and are generally legally protected as both confidential and “privileged.” However, there are limits to the privilege of confidentiality. These situations include: 1.) suspected abuse or neglect of a child, elderly person or a disabled person, 2.) when your therapist believes you are in danger of harming yourself or another person or you are unable to care for yourself, 3.) if you communicate that you intend to physically injure someone the law requires your therapist to inform that person as well as the legal authorities, 4.) if your therapist is ordered by a court to release

information as part of a legal involvement 5.) when your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc., 6.) in natural disasters or other events beyond our control whereby protected records may become exposed 7.) if you file a licensing or legal complaint against your therapist or New Approaches, we may release relevant information in order to respond to the complaint 8.) when otherwise required by law. You may be asked to sign a Release of Information so that your therapist may speak with other providers or parties if you choose.

## **Sessions**

Sessions run for 45-55 minutes. We do our best to start and end on time. If you are late for a session, we will still need to end at the scheduled time.

## **In the Event of a Mental Health Crisis**

All crisis situations where your therapist cannot be immediately reached should be directed to the 24 hour crisis hotline at 207-774-4357 or your local hospital emergency room. If you feel you will need crisis services, we should discuss whether or not your therapist can best meet your needs.

***All clients must acknowledge and agree that their therapist is available only during scheduled sessions. All clients agree that they will utilize crisis services, if needed, when their therapist is not immediately available.***

## **Record Keeping**

A clinical chart is maintained describing your condition and your treatment and progress in treatment, dates of and fees for sessions, and notes describing each therapy session. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section above. Paper records are locked and kept on site, the majority of records are electronic and kept according to HIPAA standards.

## **Payments**

**Clients are responsible for understanding their own insurance policy.**

- You are financially responsible for any services your insurance company does not pay.
- Services denied as not covered by your insurance company are your responsibility.
- You need to direct any coverage, benefit or participation questions directly to your insurance company.
- We cannot change how your insurance company processes or pays your claims. Your insurance company decides what you are responsible for paying for your services at our office.

**Client payments are due at the time of service.**

Due to the nature of insurance, sometimes we will not know your portion of the service right away. In this case, the payment is due within 30 days of the first statement. If payment in full cannot be made, please contact our billing service, The Billing Department, LLC at 1-877-270-7191 x1 to discuss payment options. It is important to us that we work with you to ensure continuity of care.

If your account balance is still outstanding after 90 days, the account will be *automatically submitted to our collection agency*. You will be responsible for any reasonable collection costs, including attorney fees

if incurred. Accounts that are placed with our collection agency will be charged \$125 in addition to the outstanding balance due.

It is important that you appear for all scheduled appointments. Your failure to cancel an appointment in a timely manner, at least 24 hours prior to the visit, deprives other clients of an opportunity to visit our office. You will be responsible for paying a missed appointment fee of \$50.00 if you fail to appear for a scheduled visit and have not provided at least 24 hours advance notice of cancellation.

This policy is aimed at minimizing the waiting time and ensuring availability of prompt care. We recognize the fact that there may be circumstances which may not permit you to give us 24 hours prior notice, but such circumstances are exceptional and extremely infrequent and shall be considered on a case by case basis.

### **Ending Treatment**

You may end treatment at any time. If you decide to end therapy before reaching your treatment goals, please let your therapist know. We are happy to provide appropriate referrals. If you do not have a scheduled appointment or contact with your therapist for one month, we will assume that you no longer want to engage in therapy and your case file will be closed. At this point, we will no longer be responsible for your treatment. If you would like to resume therapy, we can often arrange for that based on your needs and the availability of your therapist.

### **Regarding Legal Issues**

Information discussed in therapy is for therapeutic purposes and is not intended for use in any legal proceedings.

It is important that you know that legal issues of any nature are not our specialty and that if you are seeking support with this, we advise that you find someone with more experience in this matter.

It is also important that you understand that we do not go to court. If you have engaged an attorney, please advise your attorney of this. In working with us at New Approaches, you agree not to subpoena your therapist or any other person or provider at New Approaches, to testify on your behalf. If, under any circumstances, we are court ordered to attend a proceeding, we charge \$250/hour, including travel time, with a minimum payment of \$500 payable before the service is provided.

### **Complaints**

You have a right to have your complaints heard and resolved in a timely manner. If you have a complaint about your treatment, therapist, or any office policy please inform us immediately and discuss the situation. Please see *Rights of Recipients of Mental Health Treatment* at <https://www.maine.gov/dhhs/samhs/mentalhealth/rights-legal/recipients/rights-summary.html>.

### **Engaging in Adjunctive Emotional Wellness Services**

At New Approaches, we sometimes provide workshops and facilitated discussion groups that are open to New Approaches clients and any interested parties. These are for the benefit of all participants. While they may assist you in personal growth, participation is not required for you to be a client here. Any recommendation by your therapist to participate in a workshop or group is an optional suggestion. You are not in any way obligated to register.

If you would like to participate in an adjunctive workshop or group, please know that these are not considered therapy. These are for support, education, and personal growth. There will be no diagnosis or treatment plan provided, and therefore they are not considered a medical service and not reimbursed by insurance.

While the facilitator will keep your information confidential, this service is not “privileged” like psychotherapy. It does not constitute treatment. However, the facilitator will still have to follow legal and licensing requirements, including mandatory reporting. You should discuss the risks and benefits of participating with your appropriate providers.

## **Part II: Informed Consent for Teletherapy**

Teletherapy is the provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media. Services delivered via teletherapy rely on a number of electronic, often internet-based, technology tools. New Approaches is currently providing teletherapy services via videoconferencing utilizing the platform doxy.me. You will need access to internet service and technological tools needed to engage in teletherapy with your provider.

**You do not have to participate in teletherapy. Participation is voluntary.**

### **Risks and Benefits**

Receiving services via teletherapy:

- Allows you to receive services at times or in places where the service may not otherwise be available;
- Allows you to receive services in a fashion that may be more convenient and less prone to delays than in-person meetings;
- Allows you to receive services when you are unable to travel to the service provider’s office;
- Allows the therapist to assist clients in making improved progress on health goals that may not have been otherwise achievable without teletherapy;
- Allows both therapist and client to eliminate the risk of transmitting an infectious disease or virus and allows you to continue treatment when either the provider or client is concerned they may be sick.

Teletherapy services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service providers’ ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of the risks to utilizing teletherapy:

- Internet connections and cloud services could cease working or become too unstable to use;
- Cloud-based service personnel, IT assistants, and malicious actors (“hackers”) may have the ability to access your private information that is transmitted or stored in the process of teletherapy based service delivery;
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out;
- Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person and respond to your needs in real-time.

There may be additional benefits and risks to teletherapy services that arise from the lack of in-person contact or presence, the distance between you and your provider at the time of services, and the technological tools used to deliver services. Your provider will assess these potential benefits and risks, sometimes in collaboration with you, as your relationship progresses.

### **Assessing Fit**

Although it is well validated by research, service delivery via teletherapy is not a good fit for every person. Your provider will continuously assess if working via teletherapy is appropriate for your case. If it is not appropriate, your provider will help you find in-person providers with whom to continue services.

Please talk to your provider if you find teletherapy media so difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on your services, or if there are any other reasons why the teletherapy media seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your provider is often a part of the therapeutic process.

You also have a right to stop receiving services by teletherapy at any time without prejudice. If you are reasonably able to access the provider's in-person services, you will not be prevented from accessing those services if you choose to stop using teletherapy.

### **Your Teletherapy Environment**

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people. If you intend to have others present during your teletherapy service you will need to discuss this with your provider prior to the session to determine appropriateness. If determined appropriate for therapeutic purposes, a release will need to be completed. It should also be difficult or impossible for people outside the space to see or hear your interactions with your provider during the session.

### **Communication Plan**

At our first session, we will develop a plan for backup communications in case of technology failures (see also the Communication section in Part I: Informed Consent for Psychotherapy and Office Policies).

### **Safety and Emergency Plan**

As a recipient of teletherapy based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with our providers.

Your provider will require you to designate an emergency contact. You will need to provide permission for your provider to communicate with this person about your care during emergencies.

### **Security and Privacy**

Except where otherwise noted, your provider employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged.

As with all things in teletherapy, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information. For example: when communicating with your provider, use devices and service accounts that are protected by unique passwords that only you know. Also, use secure tools that your provider has supplied for communications.

## **Recordings**

Please do not record video or audio sessions without your provider's consent. Making recordings can quickly and easily compromise your privacy, and should be done so with great care. Your provider will not record video and audio sessions.

## **Part III: Your Consent to Treatment and Use of Healthcare Information**

### **Use of Healthcare Information**

I understand that New Approaches will make use of my health care information for purposes of treatment and other lawful functions of the practice, including securing payment and other usual health care operations. I understand that New Approaches holds certain sensitive information related to my health care, such as:

- Records covered by Federal rules governing confidentiality of alcohol and drug abuse treatment programs.
- Records covered by State rules governing mental health service.
- Records concerning my, or my child's diagnosis or treatment for HIV or AIDS.

My specific authorization will be required to disclose such information to others. However, I consent to use of such information by New Approaches for purposes of my evaluation and treatment, and other lawful functions of New Approaches practice, including securing payment and other usual health care operations. I understand that such information may be made available to persons working on New Approaches behalf, who will be subject to the same duty of confidentiality as New Approaches with respect to such information. I understand that I may refuse to allow the sharing of some or all such information, but that refusal may result in improper diagnosis or treatment or other adverse consequences.

### **Consent**

**By signing below I authorize the release of any medical or other information necessary to process claims to my insurance. I understand that I am financially responsible for all services I receive from New Approaches.**

**By signing below, I am also stating that I have read and understood the entire Informed Consent and Office Policies both for in-person and teletherapy services, and I have had my questions answered to my satisfaction.**

***I accept, understand and agree to abide by the contents and terms of this agreement and further, I consent to participate in evaluation and/or treatment. I understand that I may withdraw from treatment at any time.***

***Client signature*** \_\_\_\_\_