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**PSYCHOTHERAPIST-PATIENT SERVICES
AGREEMENT [NEW YORK]**

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal-health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

POLICIES AND PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your wellbeing. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist:

Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my Internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect:

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

4. I may occasionally find it helpful to consult other health and mental health professionals about a client. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

5.) There are some situations where I am permitted or required to disclose information without your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If I am providing treatment for conditions directly related to worker's compensation claim, I may have to submit such records, upon appropriate request, to Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

Couples:

If you and your partner and I decide to have individual sessions as part of the couples therapy, I will adhere to the ethical and legal requirements of confidentiality as stated on your individual informed consent form. I cannot, however, ensure that you and your partner will maintain confidentiality about your individual sessions during couple sessions and outside of therapy. If you share content with me during individual sessions that you do not want to share with your partner, I will honor your individual confidentiality, but also use my therapeutic discretion to discuss with you whether such information is compromising the integrity of our couples therapy sessions and what course of action should be taken.

The information discussed in couples' therapy and during individual sessions is for therapeutic purposes and is not intended for use in any legal proceedings involving the partners. As patients, you agree not to subpoena Ian Kerner to testify for or against either party or to provide records in a court action.

Phone calls: If you or your partner needs to speak with me on the phone, in order to maintain neutrality, both partners must ideally be available to speak on the phone.

Attendance/Cancellations: The established appointment time is set aside for a particular couple. It is expected that you will be prompt for your appointment. If you or your partner arrives late for your appointment, the session will only start with both individuals present, and the session will still end at the regularly scheduled time unless I am able to go longer

Record-keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file.

You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

About Therapy

If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care if we deem it relevant. You have the right to refuse anything that I suggest.

Psychotherapy is not easily described. The process varies depending on the personalities of the psychotherapist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions- in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

You normally will be the one who decides therapy will end, with three exceptions: If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my opinion not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, any of my staff or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between session phone calls during normal business hours. If you are experiencing an emergency when I am out of town, or outside of my regular office hours (after 8 pm weekdays or 6pm over the weekend), please call 911, or go to the nearest hospital emergency room for assistance.

Your Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50-55 minutes or 1-1.25 hours in the case of couples. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. The only exception to this rule about cancellation is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires), or if you or someone whose caregiver you are has fallen ill suddenly. If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another individual.

During the initial consultation I will set a fee for your sessions and if you agree, I will expect you to bring a check or cash for that amount when you arrive each time. Or you may pay monthly. If you would like a bill at any time, you may request one. If for some reason paying weekly is a hardship and we agree you can pay monthly, I will expect payment at the time of your last session of the month. The statement will comprise all necessary documentation to apply for reimbursement from your insurance company. I do not accept assignment. If either you or your insurance company make an error regarding assignment, and the insurance company sends me a check, I will return the check to your insurance company immediately, with instructions for them to reimburse you.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than fifteen minutes are normally free, and we may agree to do a phone session or SKYPE session in lieu of meeting in person at the usual fee.

Sometimes emergencies come up. If I need to cancel or change an appointment time, you will receive more than 24 hours notice, as I know that you will have reserved the time for the appointment. If for any reason I cannot give you more than 24 hours notice, I will provide our next hour free of charge to you.

I use emails and texts solely for the purpose of scheduling sessions and changing times. If you send me an email with relevant clinical material, I will discuss it with you in session or possibly on the phone, but will not respond via email or text to clinical issues.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

Patient(s) Consent to Psychotherapy

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 understand the limits to confidentiality required by law. I agree to pay the agreed fee per session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Ian Kerner, PhD, LMFT and I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Kerner.

SIGNATURE PAGE FOR KERNER PSYCHOTHERAPY AGREEMENT

Patient 1 Name: _____

Signed: _____

Date: _____

Address: _____

Contact # _____

Email: _____

Patient 2 Name: _____

Signed: _____

Date: _____

Address: _____

Contact # _____

Email: _____

Emergency contact: _____

Relationship: _____

Contact #: _____