

## Evan Podolak, PsyD

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914-835-3910

### **Office Policies & General Information Agreement for Psychotherapy Services or Informed Consent for Psychotherapy**

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive analysis.*

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Dr. Podolak that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Podolak. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Podolak will use his clinical judgment when revealing such information. Dr. Podolak will not release records to any outside party unless he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client, unless he is required by law. While I will do my best to seek your authorization to release the requested information regarding our psychotherapy from you first, in some situations a judge can order the release of the records of your psychotherapy with me or may order me to testify in regard to our therapeutic work.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Dr. Podolak becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Dr. Podolak, only the minimum necessary information will be communicated to the carrier. Dr. Podolak has no control over, or knowledge of, what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and may be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**LITIGATION:** Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting Dr. Podolak's disclosure of the records, Dr. Podolak will do his best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review

your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

**CONSULTATION:** Dr. Podolak consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAXES:** Computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and therefore can compromise the privacy and confidentiality of the information used in such communications. Servers and telecommunication companies often have direct and unlimited access to all the information contained in the e-mails, texts and e-faxes that use their services. To protect the confidential information of clients, Dr. Podolak's computer is password protected and he only uses Hipaa compliant video technology to discuss clinical information. Dr. Podolak also backs up all client related information into a secure electronic health record. When you communicate with Dr. Podolak using unencrypted e-mail, texts or e-fax or via phone messages, you assume the responsibility of the risk that your information and identity may be intercepted. If you choose to communicate with Dr. Podolak using e-mail or SMS/text messaging, you are advised to use personal email and SMS/MMS addresses rather than those associated you're your work accounts. Additionally, these contact methods should not be used to provide clinical information. Please do not use texts, e-mail, voice mail, or faxes for emergencies as they will not be accessed in a timely manner.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Dr. Podolak's profession require that he keep treatment records for at least 6 years and until one year after the minor patient reaches the age of 21 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Dr. Podolak retains clinical records only as long as is mandated by New York law. If you have concerns regarding the treatment records, please discuss them with Dr. Podolak. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Podolak assesses that releasing

such information might be harmful in any way. In such a case, Dr. Podolak will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Dr. Podolak will release information to any agency/person you specify unless Dr. Podolak assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Podolak will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Podolak between sessions, please leave a message at (914) 835-3910 and your call will be returned as soon as possible. Dr. Podolak checks his messages a few times during the daytime only, unless he is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call 911. Please do not use email or text for emergencies. Dr. Podolak does not always check his email daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$245.00 per 45 minute or \$295.00 per initial session at the end of each session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Dr. Podolak if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Podolak will provide you with a copy of your receipt upon request, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment

plan, Dr. Podolak can use legal or other means (courts, collection agencies, etc.) to obtain payment.

### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Dr. Podolak will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Dr. Podolak may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Podolak is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Dr. Podolak **provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Dr Podolak will discuss with you his working understanding of the problem, treatment plan, therapeutic objectives, and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Podolak's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, Dr. Podolak will assess if he can be of benefit to you. Dr. Podolak does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy Dr. Podolak either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Podolak will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Podolak will give you a couple of referrals that you may want to contact, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Podolak will provide you with names of other qualified professionals whose services you might prefer.

**INTERNET SEARCHES:** In principle, Dr. Podolak does not use search engines to look up information about clients. In extreme situations that involve the wellbeing and safety of the client, such as when Dr. Podolak has reasons to suspect that the client might be in a crisis or if the client has not shown up to sessions nor communicated about it, exceptions might be made. In these cases, searching the internet for pertinent information about the client or attempting to find alternative ways to contact the client might be necessary to ensure their welfare. These extraordinary incidents would be fully documented and discussed with the client when possible.

**SOCIAL MEDIA POLICY:** Dr. Podolak takes issues of confidentiality and privacy, as well as healthy boundaries relating to the therapeutic relationship, very seriously. In order to protect the right of client and therapist for privacy, in order to safeguard the confidentiality of information shared between them, and in order to avoid confusion and maintain clear boundaries between client and therapist, Dr. Podolak has chosen to follow these principles concerning the use of social media:

- Dr. Podolak does not engage with clients in any way on social networking sites. For example, friend requests on Facebook will be denied and any communication on social platforms such as Messenger, will be ignored.
- The preferred method to contact Dr. Podolak between sessions is the phone. This is especially true when a client wishes to discuss therapeutic related issues.
- For brief pragmatic communications, such as rescheduling a session, clients may also use email. To protect your information, please avoid using email to communicate matters related to the sessions.
- Avoid using SMS (mobile phone text messaging) or messaging through Social Networking sites (WhatsApp, Messenger, etc.) to contact Dr. Podolak, except for immediate scheduling concerns where SMS may be used.
- Dr. Podolak will not be able to see materials clients post on social media but if they wish to bring something relevant to the treatment or otherwise to the session, they are welcome to do so.

**AUDIO OR VIDEO RECORDING:** Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Dr. Podolak.

**CANCELLATION:** 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.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 7 pages); I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Psychotherapist's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

