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Patient/Client Services Agreement and Informed Consent to Treatment

***** IT IS IMPORTANT THAT YOU READ AND SIGN THIS DOCUMENT*****

This Patient Services Agreement is an Informed Consent document that contains important information on my counseling, psychotherapy, and hypnotherapy practice. Please read this document carefully and let me know if you have any questions. Then you need to sign this document at the end to confirm that you have read the document and that you accept the terms. When you sign this document, it will represent a legally binding agreement between us.

- 1. Initial evaluation for therapy/psychotherapy services.** Therapy begins with an initial evaluation. An initial evaluation for therapy occurs when an individual seeking therapy (the “patient”) consults with a therapist (such as a licensed psychologist, clinical social worker, etc.) for professional help to:
 - Alleviate emotional disturbances such as anxiety, excessive fears, excessive anger, feelings of worthlessness, depression, feeling hopeless or helpless, suicidal thoughts and urges, persistent grief, loneliness, and obsessions.
 - Change dysfunctional behaviors such as smoking, overeating, aggression, excessive gambling, and self-injurious behaviors.
 - Resolve relationship conflicts.
 - Develop coping skills to manage pain, past trauma, physical illness, and deal with difficult life situations.
 - Work through past traumatic experiences that continue to cause persistent symptoms and problems in functioning effectively.
 - Resolve conflicts in making various life decisions.

The initial evaluation consists of a scheduled conversation between the person seeking professional help (the “patient”) and the professional therapist which can take place in-person in the therapist’s office or online. In this initial meeting, which is a conversation, both the therapist and the patient evaluate each other and the possibilities for working together for the patient’s benefit. The therapist obtains information from the patient about the presenting problem to evaluate whether the therapist is equipped to provide the necessary professional help and whether the therapist wants to work with the person seeking help. The patient evaluates whether he or she feels comfortable with the therapist and whether he or she wants to work with the therapist. The evaluation process continues throughout the course of the therapy sessions.

- 2. The goal of therapy.** The professional therapist helps the patient define his or her objectives and then works with the patient to accomplish his or her objectives using the therapeutic and clinical tools that the therapist is competent in using. As therapy progresses, goals and objectives are likely to change.
- 3. Counseling and psychotherapy have both benefits and risks.** While therapy can assist with symptom reduction, increase confidence, enhance problem solving, improve relationships, and benefit the lives of those involved, there are times when painful emotions emerge and dealing with sensitive issues can become uncomfortable. Outcomes in psychotherapy are difficult to predict. They are a

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function of the patient, the issues involved, and the treatment provided. Psychotherapy is most useful when it is a collaborative process; that is, it involves participation on both the part of the patient and the therapist.

4. **Risks of therapy with an ethical and competent therapist.** Unlike a drug, therapy has no “side effects”. The “risks” of therapy can include any of the following:
 - Making unintended changes.
 - Discovering that you don’t need what you thought you needed.
 - Experiencing anxiety when you face “truths” you had previously avoided.
 - Temporary discomfort associated with doing the “work” of therapy. The purpose of therapy is not to sugarcoat things to avoid discomfort. The old saying applies: “Give a hungry person a fish and satisfy his hunger for a day or teach that person to fish so he will never go hungry”.
 - Feelings of anxiety which are associated with the release of suppressed feelings.

5. **Benefits of therapy.**
 - Greater self-acceptance.
 - Learning to be more observant.
 - Learning how to adjust your thinking and behavior.
 - Letting go of unnecessary emotional burdens.
 - Making desired changes in thinking and behavior.
 - Learning how to change the way you feel.
 - Gaining more control over your emotions.
 - Learning to be more present.
 - Learning to be less judgmental.
 - Learning how to tolerate distress.
 - Developing more effective interpersonal skills.
 - Understanding how you became the way you are.
 - Overcoming irrational fears.
 - Learning how to cope more effectively with anxiety, fear, anger, sadness, guilt and shame.
 - Coping better with pain.
 - Recovering from past trauma.

6. **Choosing a therapist.** You need to feel safe working with your therapist. You need to trust your therapist. You need to feel comfortable talking with the therapist. You need a competent therapist who has clinical skills based on his experience and training. The therapist should be knowledgeable, smart, and well trained. It is best to choose a therapy who is licensed to practice therapy (such as a licensed psychologist, licensed clinical social worker, mental health counselor, etc.) Perhaps, most importantly, when you’re with a new therapist, pay attention to the little hairs on the back of your neck and to your gut. If the therapist appears to be bossy, or judgmental, or rigid, or does not talk, or does not answer your questions, or just stares at you, or answers all your questions with “huh-huh” or “tell me more”, these are red flags. Pay attention to your gut.

7. **Approximate length of the therapy process.** It depends on the person, the problem(s), the person’s willingness to do the “therapy work”, one’s current circumstances, and the therapist’s approach. Therapy can seldom be successful in one or two sessions, but it has happened. For certain problems, such as simple habits and simple phobias, especially with hypnosis, the therapy can be accomplished in one to two sessions. However, this depends on the complexity of the presenting problems, the

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person, and the person's motivation. Brief therapy for some problems can last anywhere from three to a dozen sessions. For most people "real therapy" lasts from 13 to 36 sessions. However, many people can benefit from ongoing therapy.

8. **Frequency of sessions.** The optimal frequency of therapy sessions depends on the person and the problem. Usually, it is best to meet once weekly if circumstances permit. Sometimes, it is best to have more time between sessions. In some cases, online sessions work best. In other cases, in-person meetings in the office are most desirable. This is to be discussed in the initial meeting.
9. **Online Therapy and Telepsychology.** Telepsychology refers to providing psychotherapy, counseling and/or hypnotherapy services using online video conferencing or the telephone. The benefit is you can have your sessions while you stay in the comfort of your own home. Most research shows that telepsychology is about as effective as in-person psychotherapy.
 - **Risks to confidentiality.** Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end, I will take reasonable steps to ensure your privacy. It is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
 - **Issues related to technology.** There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
 - **Electronic communications.** For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This includes things like setting and changing appointments, billing matters, and other related issues. Be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. These methods should not be used if there is an emergency. Treatment is most effective when clinical conversations occur at your regularly scheduled sessions.
 - **Emergencies.** If an urgent issue arises, feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you cannot reach me and feel that you cannot wait for me to return your call, contact your primary care physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.
 - **Emergency Contact.** I will ask you to identify an emergency contact person who is near your location and whom I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization allowing me to contact your emergency contact as needed during such a crisis or emergency.
 - **Interruptions due to technology.** If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services. If the session is interrupted and you are not having an emergency, disconnect

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from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on my cell phone number which is 215-801-9730. If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

10. **Messages.** Since my practice is for outpatient counseling and hypnotherapy services, there is no guarantee of around-the-clock availability. My voice mail (561-377-1039) records messages 24 hours a day.
11. **Records.** I will maintain a record of each session.
12. **Informed consent for the use of Hypnosis.** I use hypnosis often in my practice. Hypnosis is a helpful clinical tool for creating a better outcome in psychological, medical, surgical, and dental treatments. A professional hypnotherapist helps the client enter a pleasant state of effortless concentration during which the client's conscious mind relaxes and the “doorway” to the client's subconscious mind is opened with the client's consent. In this relaxed state, openness to acceptable suggestions and mental focus is increased and your imagination can be more easily used to make helpful suggestions work for you. The reason to use clinical hypnosis is to enlist your subconscious cooperation so you can get the results you want.
 - **Direct suggestions in hypnosis** will be given to you for reducing your bothersome symptoms, improving how you manage them, and improving your coping skills.
 - **Self-hypnosis.** Depending on your problem and treatment plan, you may be taught self-hypnosis and relaxation exercises to use on your own. Practicing these self-help methods can help you continue the process of change, improve your coping ability, and have more control over your symptoms.
 - **Hypnosis and hypnotherapy** may also be used to help you explore, analyze, and resolve emotional issues underlying your symptoms and change stubborn harmful habits. This application of hypnosis is called Hypnotic Regression Therapy or Hypnoanalysis. Hypnotic Regression Therapy, or HRT, is a specialized type of therapy that is safe and effective when facilitated by a competent hypnotherapist. It is highly effective for treating phobias, anxiety disorders, PTSD, and dissociative symptoms. It is also effective for treating people who have substance abuse problems, eating disorders, weight problems, and sleep disorders such as insomnia, nightmares, night terrors.
 - **Hypnosis is not mind-control.** You cannot be made to act on suggestions unacceptable to you. You cannot be hypnotized against your will. You must be a willing cooperative subject for clinical hypnosis to work for you. You and your hypnosis provider need to work together.
 - **Hypnosis is not sleep.** To the contrary, hypnosis is a mental state of focused attention. Under hypnosis, you may become very relaxed, but you will remain aware of what is going on and continue to hear your hypnotist's voice. You may or may not remember what your hypnotist says after your hypnosis session.
 - **Who can be hypnotized?** Most people can be hypnotized if they want to be. You must want to cooperate, and you need to be able to focus and follow instructions.

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- **You cannot “get stuck” in hypnosis.** Hypnosis is a method that can help you gain greater control over your feelings, thoughts, and behaviors.
 - **Emerging from hypnosis.** Some people sometimes initially emerge from hypnosis feeling temporarily foggy, groggy, or drowsy. Other times, some people feel energized. You may feel as if you have just awoken from a nap, although you were not asleep. I will help you re-alert completely from the hypnotic state and emerge feeling clear headed, physically normal, refreshed, and in control of your feelings.
 - **Hypnosis for refreshing memory and recall.** Hypnosis can be used as a tool to refresh and explore unconscious memories and feelings. But hypnosis is not a "truth serum". Memories recalled under hypnosis can be distorted. Independent and objective verification is necessary to establish the factual basis of any memories recalled under hypnosis.
 - **Hypnosis and legal testimony.** In certain states and jurisdictions, hypnotically refreshed testimony is inadmissible in court. This means that if you are a witness to, or a victim of a crime, and if you may have to testify about that crime in court, then, the use of hypnosis to address any of your memories of that crime could result in your being disqualified from testifying about that material in court.
 - **Potential “risks” or “side effects” of clinical hypnosis.** Hypnosis is a low risk, non-drug alternative for creating positive therapeutic outcomes. However, there is the possibility that certain “side effects” could occur.
 - There is the potential for you to feel sad or tearful if pent up, buried, or suppressed feelings are released and come to the surface during a hypnosis session. You also may feel tearful and not immediately know why. It is your hypnosis provider’s job to help you safely and therapeutically deal with these feelings.
 - You may spontaneously recall old memories, but there is no way to know how accurate these memories are without independent objective verification.
 - There is the potential that you could temporarily feel more anxious. This could come about for several reasons: (1) if you try too hard to make hypnosis work, (2) if you are afraid of what may come to mind if you enter a hypnotic state, (3) if you are afraid to relax, and (4) if you recall upsetting or traumatic experiences or feelings from the past. It is your hypnosis provider’s job to help you manage these types of experiences should they occur.
13. **Appointments.** Counseling and hypnotherapy are by appointments only. I make every effort to begin and end sessions on time. Unless urgent, phone calls are not taken during sessions. Since successful treatment requires continuity, you should plan to avoid any problems in coming to your appointments.
14. **Online counseling, psychotherapy, and hypnotherapy.** Online counseling and hypnotherapy sessions with Dr. Eimer will be conducted using virtual meeting software such as Zoom.
15. **FEES & PAYMENT.** The same fee rates will apply for telepsychology as apply for in-person psychotherapy and hypnotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions to determine whether these sessions will be covered.

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- **Fees for Hypnosis.** Payment for clinical hypnosis and hypnotherapy sessions is seldom covered by insurance companies. For this reason, we do not bill insurance for hypnotherapy. The full fee for each hypnotherapy session must be paid out of pocket.
 - **Fees for marital therapy.** Insurance companies do not pay for marital therapy unless a couple therapy session is part of the ongoing treatment of an individual with a formal psychiatric diagnosis.
 - There is a standard office fee for counseling, psychotherapy, and hypnotherapy sessions.
 - Fees for telephone/email consultations that exceed ten (10) minutes are the same as for a session, prorated to the actual time.
 - **Payment is required before your session.**
 - **Insurance.** Many of the costs of outpatient psychotherapy are covered by health insurance. It is recommended that you check your insurance coverage prior to the first session. Different insurance carriers have different deductibles, copays, and annual limits. I am a Medicare participating provider. But this is with standard Medicare and not any Medicare Replacement or “Complete” Plans. If you have standard Medicare Part B and a supplemental plan with automatic crossover and coordination of benefits that covers your required copayments, then my billing service will submit electronically to Medicare and your supplemental insurance for payment.
 - You, not your insurance company, are legally responsible for full payment of my fees.
 - You are responsible for full payment of my fees for services rendered that are denied for any reason by your insurance company.
 - You are responsible for full payment of my fees for services rendered up until your insurance deductible is met.
 - You are responsible for full payment of your contracted co-payments for services rendered as stipulated by your insurance company contract unless you have standard Medicare Part B and a supplemental plan with automatic crossover and coordination of benefits that covers your required copayments.
 - There is no charge for brief (less than 5 minutes) treatment-related telephone consultations with patients or collateral professionals (clinicians, school staff, psychiatrists, attorneys, etc.). More in-depth telephone consultations will be charged for at the hourly rate.
 - This office reserves the right to charge interest (1.5% per month) on any unpaid balance and to provide confidential information to third party collection companies/attorneys in cases of nonpayment. Accepted payment includes cash, check, PayPal, ACH debit and MC or Visa credit (not debit) cards.
16. **CANCELLATIONS.** Cancelled appointments 24 hours in advance will relieve you of any financial obligation for that time slot. Failure to cancel within 24 hours for any reason will result in your being billed the full fee of your scheduled session unless we both agree that you were unable to attend due to circumstances beyond your control. Insurance companies do not pay for missed appointments. An inability to attend due to most illnesses or babysitting conflicts can be handled with Tele-therapy. Since this time slot is set aside only for you, I thank you for respecting my professional boundary.
17. **CONFIDENTIALITY.** Your communications, conversations, and records, as well as the knowledge that you are a patient are confidential and privileged information, as defined by professional ethics and the laws of the state of Florida.

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- Information cannot be released to anyone without your expressed written consent. The exceptions to this rule are situations involving dangerousness to self or others, child abuse and certain legal situations, in which case the appropriate authorities need to be notified. If you wish for information to be released to others, you will need to complete and sign a “Consent for Release of Information” form.
- If you are seeing a psychiatrist or family physician for psychotropic medication, you will need to provide a written release of information so that I may confer with your doctor for the purpose of furthering your treatment.
- If a subpoena for records or testimony is received, you will be notified and asked to sign a release of information from my office. Should you wish to refuse the subpoena, either you or your attorney will need to provide written documentation to this effect. There is a fee for these services.
- Forensic services are not covered by insurance carriers and are subject to my forensic rates.
- **RECORDS RELEASE TO INSURANCE COMPANIES FOR BILLING.** In some cases, your contract with your health insurance company will require that I provide them with information relevant to the services provided to receive authorization and/or payment for evaluation and psychotherapy sessions. Your insurance company may request details such as copies of your initial intake evaluation, treatment plan, treatment notes, and even a copy of your entire confidential record.
- Your signature below attests to your advanced consent for me to send your insurance company the clinical information and documents they request so that I can be paid by your insurance company for your sessions.
- Your signature below also attests to your permission for my billing service to bill for all services rendered by me to you.
- If your insurance company requires copies of your records for payment purposes and you refuse to authorize me to provide them with these requested records, you will be held legally responsible for paying my fees for services rendered.

YOUR SIGNATURE

This is a legally binding agreement. With my signature below, I attest to the fact that I accept all the terms and conditions given above, and I give Dr. Eimer my informed consent to: (a) provide counseling, psychotherapy, clinical hypnosis, and hypnotherapy to me, and (b) I authorize the release of my clinical and administrative records to my insurance company for billing.

Patient signature _____

Date _____