

## **Arian S. Elfant, Ph.D.**

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**Your Initial Visit:** Our meeting today is for us to get know each other, identify any problem areas, and determine if our working together in psychotherapy can be of value to you. I will also identify additional sources of assistance that may be beneficial.

**Federal Regulations:** The Federal Government passed an Act that affects all of the health care industry. The act is called Health Insurance Portability and Accountability Act (HIPAA). This Act was passed to ensure that as a consumer you are aware of your rights and privacy protections. In compliance with HIPAA guidelines, I am providing you with a Notice of Privacy Practices. The Notice Form, which may be downloaded on my website or given to you in the office, explains HIPAA and its application to your Protected Health Information (PHI) in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. 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 and I will highlight the main points during our initial meeting. 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 unless I have taken action in reliance on it. For example, if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy (non-applicable if you are not using health insurance for your treatment), or if you have not satisfied any financial obligations you have incurred, this agreement remains intact.

**Professional Record:** The laws and standards of my profession require that I keep your PHI in your Clinical Record. PHI typically includes diagnosis, dates of session, treatment plan and summary, and billing records. Your PHI does not include therapy notes, which are given greater protection.

**Confidentiality:** Trust is a rare commodity in today's world, and it is important that you be able to trust your therapist. A Supreme Court ruling upheld that belief. By law, ethics, and personal belief, I also uphold that principle. Without your written permission, I cannot reveal even that you have visited with me, let alone any of the specifics. There may be instances when you want me to reveal some aspects of our meetings. When this happens, you will need to ask me to do that and then sign an authorization allowing me to release information.

**Sharing your PHI with your written consent or authorization.** When I am asked for information for any purpose other than treatment, payment and healthcare operations, I will obtain a written authorization from you before releasing this information.

**Sharing your PHI without your consent or authorization.** There are some rare circumstances under which I am required by law to disclose information without your consent or authorization. Here is a list of those circumstances.

- **Threat to Self or others:** If I have reason to believe that you intend to harm yourself or an identifiable person or group of people, I must notify the agencies and authorities to keep safe either you and/or the community.
- **Suspicion of Child, Adult, or Domestic Abuse:** If I have reason to believe that a child or vulnerable adult has been abused, abandoned, neglected, or financially exploited, I am required to report this to the appropriate agency. Also, if I have reason to suspect that a sexual or physical assault has occurred, I must immediately report this to the appropriate law enforcement agency and to the Department of Social and Health Services. Once a report is filed, I may be required to provide additional information.
- **Judicial or Administrative Proceedings:** The information you share with me is considered privileged, and therefore protected by law. If you are involved in a legal proceeding wherein a subpoena for your records is made, you have 14 days to contest this subpoena. If you do not contest the subpoena, I must comply with it. Please note that privilege does not apply if I am required by the court or a third party to evaluate you.
- **The therapist's own legal defense:** In the event that any legal action is taken against me, I am allowed to disclose any information necessary to defend myself
- **Government agencies:** Should any government agency request information for health oversight activities (see your "Notice" for a definition of this) then I may be required to provide it for them. Also if you file a worker's compensation claim, upon their request, I must provide a copy of your record to your employer and to the Department of Labor Industries.

In the unlikely event that any of these circumstances arise, I will make every attempt to talk with you before taking action.

**Patient Rights:** HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information.

You have the right to examine and/or receive a copy of your Clinical Record, if you request it in writing. In certain circumstances, I am legally entitled to require that certain information be withheld. For example, if such disclosure would cause substantial harm to you and/or others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the content. I charge a copying fee of \$1.00 per page (plus an administrative fee of \$15.00) payable upon receipt of the record.

These rights also include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Welcome Agreement and the Notice form. I am happy to discuss any of these rights with you.

**Fees and Insurance:** The cost for the initial session and clinical interview is \$275. This first session will be 60 minutes. My fee for one individual therapy hour (45-50 minutes) is \$215.

It is increasingly difficult to work with insurance companies. As a result, I have decided to limit my involvement with insurance reimbursement. If you decide to use your health insurance, you must first contact your health plan and see if they accept claims for out of network providers. If out of network providers are accepted in your plan, please find out what documentation is necessary for me to complete and bring this to your session. You will file your claim with your insurance company and receive reimbursement directly. While I understand that many individuals with insurance benefits wish to use them, be aware there are a variety of pitfalls associated with insurance. For example, using insurance benefits decreases your confidentiality and will cause you to have a documented mental illness on your medical history. Moreover, the benefits that most insurance companies provide are so limited that you may ultimately end up paying for services out-of-pocket.

Many people are uncomfortable talking about money. It has legitimate and symbolic value and typically brings up a variety of thoughts, feelings, and experiences that are often therapeutic to examine. Please do not be shy about your financial needs or feelings about my fee. My goal is to be helpful. If you are unable to meet my fee, let me know and I will try to help you obtain assistance that is consistent with your budget.

**Unpaid Bills:** Accounts not paid according to the above stipulations are both a business and treatment concern. If your account is overdue, I will attempt to develop with you a mutually agreeable plan to bring the account current. If this cannot be accomplished, I reserve the right to use the services of a lawyer or collection agency. In the unlikely event that this is necessary, I will need to provide them with the information they need to collect on the account. By signing this agreement, you are permitting me to share any information necessary for the collections process. You are responsible for any fees incurred in collecting an overdue account.

**Cancellation Policy:** I will charge for appointments not cancelled **within 48 hours**. Unlike other health care practitioners, I only schedule one person at a time. If I have advance notice of a cancellation, I try my best to book the time. If it is a last minute cancellation, it is impossible and everyone loses. When in doubt, cancel and we will reschedule.

Please take notice for all broken appointments, the full fee is charged. If you utilize insurance for treatment, it is unlawful to bill for your missed appointments. You will be responsible for the fee.

**Phone Calls Between Sessions:** On occasion, you may need to contact me between sessions. When you leave a message, you can expect me to return your phone call on the same day (If you leave it is before 6 p.m.) and no longer than 24 hours after you leave your message. If you do not hear from me, it is likely I did not receive your message. Please call back. If your matter is urgent and you cannot wait for a return call, please call 911 or report to the nearest emergency room for assistance.

Be aware that when I am away, there will be someone on call to assist in the event of urgent matters and emergencies. If for some reason you are in crisis and cannot reach me (or the covering therapist), call 911 or go to the nearest emergency room. Your safety and well-being is the priority.

If you need my help between sessions and a phone conversation is required (more than 10 minutes), I will bill for this time.

**Email and Text Messaging:** You may initiate email or text messages only for the purposes of confirming or rescheduling an appointment. If you do not get a response to these forms of communication, please assume that I did not receive your message and call me. If you are texting, please identify yourself so I know who you are. Do not use email or text as a means of conveying important/emotional information that is better discussed in person (treatment issues of any kind). Also, it is important for you to know that while I make every reasonable effort to insure your confidentiality, I cannot personally guarantee the confidentiality of your communication via text messaging or email. Please use these forms of communication at your own discretion.

#### **Legal Issues and Release of Records/Communication with Outside Parties**

**Regarding Litigation:** It is my policy not to participate in legal proceedings initiated by you or involving you. I am not trained in forensic psychology and do not release your records for anyone for any reason without your written consent. If you have reason to believe you will be involved in litigation, you must bring this to my attention immediately. I can and will help you find a mental health professional accustomed to dealing with the court system, subpoenas, depositions, etc.

If I am court-ordered to provide records or treatment summaries or to testify or be deposed regarding your treatment with me, I will bill for my time at three times the customary rate.

**Duration of Therapy:** Most people want to know how long it is going to take to accomplish the goal(s) they have established. Unlike medical doctors who may diagnose a problem and prescribe a set course of treatment, psychotherapy is a process and as such has no set time frames. Typically, the duration of therapy is highly related to the amount

of time a person has been dealing with their problems and how entrenched the problems have become.

**Concluding Therapy:** There is not an exact science to determining when it is time to end therapy. My belief is that therapy will feel more complete if the decision to stop therapy is addressed directly in session.

**Benefits and Consequences of Therapy:** Though psychotherapy may be very beneficial for some individuals, persons contemplating psychotherapy should realize that clients frequently make significant changes in their lives. For example, people often modify their emotions, attitudes, and behavior. Clients may make significant changes in their relationships with partners, parents, friends, relatives, coworkers, or others. Clients may change their employment, begin to feel differently about themselves, or may otherwise alter aspects of their lives. No specific outcome can be promised or guaranteed. If you have any questions about the benefits and consequences of psychotherapy, please feel free to talk with me about this at any time.

**Organizational Information:** My practice has been organized as a limited liability company. Arian Elfant, LLC was formed in the state of Louisiana and is the business entity through which services are provided.

**A Final Note:** Because the therapeutic relationship is so important, the match between therapist and client is essential. As a consumer, there are many psychotherapists available to you. If this does not feel like a good fit, for whatever reason, I am happy to help you find another therapist who may be a better fit.

My signature below indicates that I have read and reviewed the information in this document with Dr. Elfant. I acknowledge I have been offered a copy of this information and the HIPAA Notice Form:

Patient Signature

Date

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Printed Name

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*(If applicable)*  
Signature of Parent or Legal Guardian(s)

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Date

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Printed Name

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Psychologist Signature

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Date