

## OFFICE PRACTICES/CONSENT TO TREATMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

## PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the style and theoretical approach of the therapist and the nature of the issues that are brought forth in the sessions. When psychotherapy is successful it calls for an active alliance between the therapist and the client. A good match is important to the process.

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 benefits for people who go through it. 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 and a treatment plan to follow, if you decide to continue with therapy. 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.

## SESSIONS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week

at a time we agree on, although some sessions may be longer or more frequent. Family or couples sessions are often 1.5 hours. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control.

### **PROFESSIONAL FEES**

My hourly fee is \$150 for individuals and couples. The fee for family therapy with three or more participants is \$200 an hour. In highly complex cases there might be an adjustment of established fees at the outset of services. In addition to weekly appointments, I charge the above amounts for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing other service you may request of me. The exception to the above fee is in regard to legal proceedings. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the added complexity of legal involvement, I charge \$350 per hour for preparation and attendance at any legal proceeding.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

As an individual practitioner I do not take insurance and am not on any insurance panels. If requested, I can provide a super bill that you can submit to your insurance company for reimbursement to the extent that they allow.

## **TELEPHONE CONTACT AND AFTER-HOURS COVERAGE**

To reach me by telephone, call my office phone, 310 313-2979 or more directly through my cell 310 699-7632. You may leave a confidential message and I will return the call as soon as possible, although this may take more than 24 hours. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health professional on call. If you are experiencing a crisis and are in need of immediate assistance, please contact 911 or an emergency service such as a hospital emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **SOCIAL MEDIA AND TELECOMMUNICATION**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

## **ELECTRONIC COMMUNICATION**

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If we chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to

future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. Please do note that at present I am not seeing clients in person. Hopefully that will open up sometime in 2023. But for now Telemedicine is the exclusive form in which I am working. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep progress notes. Except in unusual circumstances where disclosure would physically endanger you and/or others or makes reference to another person, unless such other person is a health care provider, and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. The therapist reserves the right, under California law, to provide Patient with a treatment summary in lieu of actual records. Therapist will maintain Patient's records for ten years following termination of therapy.

Because records of session are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents or have them forwarded to another mental health professional so you can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

### **MINORS and PARENTS**

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the therapist determines that their involvement would be inappropriate. A patient over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or other, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated patients under 18 years of age and their parent should be aware that the law may provide the parents the right to examine their treatment records unless I determine that access would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well being.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with minors over age 12 and their parents about access to information. This agreement provides that during treatment, I will provide parents only with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case I will notify the parents of my concern. Before giving them any information, I will discuss the matter with the child, if possible, and do my best to handle any objections you may have.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and an MFT. **Information is never released to anyone**, including your spouse/partner or

family, without your written consent, **except** as is required by law or ethical conduct as noted below. In most situations, I can only release information about your treatment to others if you sign a written Authorization Form. Nevertheless, there are some situations where I am permitted and others where I am required to disclose information without either your consent or authorization. These include the following:

1. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professional are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that is important to our work together. I will note all consultations in your Clinical Record.
2. If you are involved in a court proceeding and a request is made for information about the professional services that I have provide you and/or the records, thereof, such information is protected by MFT-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining personal health information, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
3. If I have knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional wellbeing is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.

4. If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such report is filed I may be required to provide additional information.
5. If a patient (or a member of his/her family) communicates a serious threat of physical violence against an identifiable victim I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
6. If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to themselves, I may be obligated to take protective actions, including seeking hospitalization or contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary to exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **RECORDING OR VIDEOTAPING SESSIONS**

No session may be electronically recorded by audio taping, videotaping, or any other means by any parties in the room or the session without their explicit agreement to do so.

## TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

I have read, understand and agree to abide by the office practices, limits of confidentiality, and financial arrangements as described in this consent form.

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Printed Name	Signature	Date
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Printed Name	Signature	Date
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Printed Name	Signature	Date
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\_\_\_\_ (initials) I request a copy of this form

\_\_\_\_ (initials) I have received a copy of this form