

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 personalities of the MFT and patient, and the particular problems you bring forward. 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 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.

MEETINGS

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 couple's sessions are normally 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]. Please note that third-party payers will not pay for a missed session. Since the cancellation policy applies regardless of the reason for your absence, consider calling me and using your session time over the phone if illness or weather prevents your presence in my office. With sufficient notice, appointments can be rescheduled.

PROFESSIONAL FEES

My hourly fee is \$150. In addition to weekly appointments, I charge this amount

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 any other service you may request of me. 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 difficulty of legal involvement, I charge \$300 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 or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

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.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to

evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require you to

authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract]. By signing this Agreement, you agree that I can provide requested information to your carrier

Telephone Contact and After-Hours Coverage

To reach me by telephone, call (310) 313-2979. 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. [In emergencies, you can try me at my cell number.] 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 MFT [psychiatrist] 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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. 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. Because these 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. [I am sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any professional time spent in responding to information requests. I refuse your request for access to your records, you have a right to review, except for information supplied to me confidentially by others) which I will discuss with you upon request.

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. [I am sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any time spent in preparing information requests.

MINORS and PARENTS

If the client is a minor, the parent/guardian has the right to refuse treatment for the minor except for the circumstances listed below. It is my policy to generally obtain consent from both legal parents/guardians for services to a minor. Should one parent actively deny consent to treatment, I generally will not provide treatment services. Even in the situation of divorce or where one parent seeks and pays for treatment, the other legal parent has a right to consent/deny treatment and has full access to their child’s records (unless these rights are waived as described below). Please indicate (initial below) if the other parent/guardian, with legal parenting rights, does not have knowledge of, or has disagreed with, therapy for this child _____ (print your initials, or write N/A if Not Applicable). If not, may I contact him/her? yes/no Name: _____
Phone: _____

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 MFT 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 a 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 that meets certain legal requirements. Nevertheless, there are some situations where I am permitted or 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 a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

3. 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.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These include the following:

1. 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.

2. 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.
3. 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.
4. If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or her, 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 discusses exceptions to confidentiality and 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.

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

Printed Name Signature Date

Printed Name Signature Date

Printed Name Signature Date

____ (initials) I have received a copy of this form