



OC Therapy Group
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INFORMED CONSENT

Welcome to my practice. I appreciate you giving me the opportunity to be of help to you. This brochure answers questions that clients often ask about therapy. I believe our work will be most helpful to you when you have a clear idea of what we are trying to do.

About Psychotherapy

I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you.

My theoretical approach is based on multiple theories and perspectives – solution-focused, mindfulness, cognitive behavioral techniques, and relational theories. While my therapeutic approach could best be described as eclectic, I also focus on the working relationship between client and the therapist.

I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the time and money commitments we will make, among some other things. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, and/or the goals listed.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings, and we will work together to set up homework assignments for you. I might ask you to do exercises, keep records, and read to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no “magic pills.” However, you can learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Consultations

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, with your consent, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest you see another therapist or another professional for an evaluation. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional’s opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the American Psychological Association or APA, American Association of Marriage and Family Therapists, AAMFT and the California Board of Behavioral Sciences or the BBS. In your best interests, the APA, the AAMFT and BBS puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice psychotherapy —not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the APA, AAMFT and BBS require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “About Confidentiality” section of this brochure. Here I want to explain that I try not to reveal who my clients are. This is part of my effort to

maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. If you address me first, of course I will respond cordially.

Third, in your best interest, and following the APA, AAMFT and BBS's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship.

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first. If you ever end up going to court for any other reason, I will not provide evaluations or testimony in court.

As mentioned in the form (HIPPA) which is also provided to you. You can read your records, and if you want a copy we can make one for you (but we may charge you for the costs of copying and mailing, if you want it mailed to you). You have to make this request in writing. In some very rare situations, you cannot see all of what is in your records such as the psychotherapy notes. If you find anything in your records that you think is incorrect or believe that something important is missing, you can ask us to amend (add information to) your records, although in some rare situations we don't have to agree to do that. You also have the right to request a review of the denial but not of the information that is exempt from the right to access. If you are a minor, a representative is entitled to have access to your records and must provide a written request.

About Confidentiality

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you are kept private. That is why I ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else (unless it is an emergency situation). In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

1. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have a right to tell me only what you are comfortable with sharing.
2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me, I may then be ordered to show the court my records. Please consult your lawyer about these issues. I will not write reports, go to court or provide testimony in court for any reasons.
3. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat. I cannot promise never to tell others about threats you make.
4. If I believe a child (anyone under the age of 18) has been or will be abused or neglected, I am legally required to report this to the authorities (currently or in the past).
5. If I believe an elderly (anyone above the age of 65) or a dependent adult (and those between ages of 18-64) is or will be abused or neglected, I am legally required to report this to the authorities.

There are two situations in which I might talk about part of your case with another therapist. I ask now for your understanding and agreement to let me do so in these two situations.

First, when I am away from the office for a few days, I have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies. Therefore, he or she needs to know about you. Of course, this therapist is bound by the same laws and rules as I am to protect your confidentiality.

Second, I sometimes consult other therapists or other professionals about my clients. This helps me in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as much as they need to know to understand your situation.

Except for situations like those I have described above, my office staff and I will always maintain your privacy. I also ask you not to disclose the name or identity of any other client being seen in this office. My office staff makes every effort to keep the names and records of clients private. My staff and I will try never to use your name on the telephone, if clients in the office can overhear it. All staff members who see your records have been trained in how to keep records confidential.

If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

It is my office policy to destroy clients' records 7 years after the end of our therapy. Until then, I will keep your case records in a safe place. If the client is a minor I will keep the record 7 years after the child turns the legal age of 18.

If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to my transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

As part of cost control efforts, an insurance company will sometimes ask for more information on symptoms, diagnoses, and my treatment methods. It will become part of your permanent medical record. I will let you know if this should occur and what the company has asked for. Please understand that I have no control over how these records are handled at the insurance company. My policy is to provide only as much information as the insurance company will need to pay your benefits.

You have the right to ask that your information not be shared with family members or others, and I can agree to that limitation. You can also tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If this is of concern to you, please tell me so that we can make arrangements.

About Our Appointments

The very first time I meet with you, we will need to give each other much basic information. This initial session is for us to get to know each other and to make sure we are a good fit. If I believe we are not a good fit I will provide you with at least three referrals. For this reason, I usually schedule 1 hour for this first meeting. Following this, we will usually meet for a 50-minute session once or twice a week, then less often. We can schedule meetings for both your and my convenience. I will tell you at least a week in advance of my vacations or any other times we cannot meet.

An appointment is a commitment to our work. We agree to meet here and to be on time. If I am ever unable to start on time, I ask for your understanding. I also assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours. A cancelled appointment delays our work. I will consider our meetings very important and ask you to do the same. Please try not to miss sessions if you can possibly help it. When you must cancel, please give me at least a week's notice. Your session time is reserved for you. I am rarely able to fill a cancelled session unless I know a week in advance. You will be charged the cancellation fee of \$50 for sessions cancelled with less than 48 hours' notice, for other than the most serious reasons. Insurance companies do not cover missed sessions. If you miss your session you are responsible to pay the \$50 cancellation fee.

I request that you do not bring children with you if they are young and need babysitting or supervision, which I cannot provide. I also ask you not to eat or answer your phone during our time together. You will be charged for any damage to, or theft of, property in this office by you or anyone for whom you are legally responsible. I cannot be responsible for any personal property or valuables you bring into this office.

Fees, Payments, and Billing

Payment for services is an important part of any professional relationship. This is even more true in therapy; one treatment goal is to make relationships and the duties and obligations they involve clear. You are responsible for seeing that my services are paid for. Meeting this responsibility shows your commitment and maturity.

My current regular fees are as follows. You will be given advance notice if my fees should change.

Regular therapy services for a session of 50 minutes based on our agreed amount is: (will be discussed in phone consultation). Please pay for each session at the beginning of the session. I have found that this arrangement helps us stay focused on our goals, and so it works best, unless we have agreed on other methods. It also allows me to keep my fees as low as possible, because it cuts down on my bookkeeping costs. I suggest you make out your check before each session begins, so that our time will be used best. Make checks out to: OC Therapy Group. Other payment or fee arrangements must be worked out before the end of our first meeting. There is a \$15 charge for returned checks. Fees are reviewed and increased annually in September, unless we've agreed upon other arrangements. There is an extra 4% charge for credit card payments. My sliding scale fee schedule is for six weeks. After six weeks we will assess our sessions and then make a decision on referral or future therapy sessions.

Telephone consultations: I believe that telephone consultations may be suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed. If I need to have long telephone conferences with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about all this, please be sure to discuss it with me in advance so we can set a policy that is comfortable for both of us. Of course, there is no charge for calls about appointments or similar business. The first ten minutes of our conversations and consultations are free however, you will be charged for each additional ten minutes intervals of the rate of 20% of your regular fee.

Extended sessions: Occasionally it may be better to go on with a session, rather than stop or postpone work on a particular issue. When

this extension is more than 10 minutes, I will tell you, because sessions that are extended beyond 10 minutes will be charged on a prorated basis (each ten minutes interval you will be charged 20% of your regular fee).

Reports: I will not charge you for my time spent making routine reports to your insurance company. However, I will have to bill you for any extra-long or complex reports the company might require. The company will not cover this fee.

Other services:

I realize that my fees involve a substantial amount of money, although they are well in line with similar professionals' charges. I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or by certified mail that you wish to end it, you have a responsibility to pay for any services you receive before you end the relationship.

Because I expect all payment at the time of our meetings, I usually do not send bills. However, if we have agreed that I will bill you, I ask that the bill be paid within 5 days of when you get it.

At the end of each month, I will send you a statement, if you request it. The statement can be used for health insurance claims, as described in the next section. It will show all of our meetings, the charges for each, how much has been paid, and how much (if any) is still owed.

If you think you may have trouble paying your bills on time, please discuss this with me. I will also raise the matter with you so we can arrive at a solution. If your unpaid balance reaches \$500, I will notify you. If it then remains unpaid, I must stop therapy with you. Fees that continue unpaid will be turned over to small-claims court or a collection service. Patients who owe money and fail to make arrangements to pay may be referred to a collection agency. A late payment fee of 10% for example \$10 for every \$100 will be charged each month that a balance remains unpaid.

If there is any problem with my charges, my billing, your insurance, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

If You Have Traditional (or "Indemnity") Health Insurance Coverage

Because I am a licensed marriage and family therapist, many health insurance plans will help you pay for therapy and other services I offer. It is your responsibility to charge your insurance company. However, if I am part of your insurance company provider, I will be charging the insurance company with the permission that you have given me. Because health insurance is written by many different companies, I cannot tell you what your plan covers. Please read your plan's booklet under coverage for "Outpatient Psychotherapy" or under "Treatment of Mental and Nervous Conditions." Or call your employer's benefits office to find out what you need to know.

If your health insurance will pay for your treatment please keep two things in mind:

1. I had no role in deciding what your insurance covers. You are responsible for checking your insurance coverage, deductibles, payment rates, co-payments, and so forth. Your insurance contract is between you and your company; it is not between me and the insurance company.
2. You—not your insurance company (again unless I am a provider and we have agreed at the first visit that I will charge your insurance) or any other person or company—are responsible for paying the fees we agree upon. If you ask me to bill a separated spouse, a relative, or an insurance company, and I do not receive payment on time, I will then expect this payment from you.

If You Have a Managed Care Contract

If you belong to a health maintenance organization (HMO) or preferred provider organization (PPO), or have another kind of health insurance with managed care, decisions about what kind of care you need and how much of it you can receive will be reviewed by the plan. The plan has rules, limits, and procedures that we should discuss. Please bring your health insurance plan's description of services to one of our early meetings, so that we can talk about it and decide what to do.

I will provide information about you to your insurance company. I use another company "Psyquel" to send this information to your insurance company. My office will try its best to maintain the privacy of your records, but I ask you not to hold me responsible for accidents or for anything that happens as a result. Sometimes the insurance company will pay for a portion of my fee that I have agreed with them. You are responsible for the rest of my fee.

If I am not a provider for your insurance company I will supply you with an invoice (aka: a Super Bill) for my services with the standard diagnostic and procedure codes for billing purposes, the times we met, my charges, and your payments. You can use this to apply for reimbursement.

If You Need to Contact Me

I cannot promise that I will be available at all times. I usually do not take phone calls when I am with a client. You can always leave a message on my answering machine, and I will return your call as soon as I can. Generally, I will return messages daily (within 24 hrs) except on Sundays and holidays. Also when I am on vacation or out of the country. I will let you know in advance when I will be out of the country.

If you have an emergency or crisis, behavioral or emotional crisis and cannot reach me immediately by telephone, you or your family members should call or go to the community emergency agencies, contact the crisis center or go to the Hospital emergency room. You can also call 911.

Statement of Principles and Complaint Procedures

It is my intention to fully abide by all the rules of the American Psychological Association (APA), American Association of Marriage and Family Therapists (AAMFT) and California Board of Behavioral Sciences (BBS).

Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and to seek solutions to them. If you feel that I (or any other therapist) have treated you unfairly or have even broken a professional rule, please tell me. You can also contact the state or local marriage and family therapist association and speak to the chairperson of the ethics committee. He or she can help clarify your concerns or tell you how to file a complaint. You may also contact the California board of psychologist association, or the California Board of Behavioral Sciences (BBS), the organization that licenses those of us in the independent practice of psychotherapy.

In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/ cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

Our Agreement

I, the client (or his or her parent or guardian), understand my signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand that any of the points mentioned above can be discussed. If at any time during the treatment I have questions about any of the subjects discussed in this brochure, I can talk with you about them, and you will do your best to answer them. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

I have read, or have had read to me, the issues and points in this brochure. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this brochure. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature here.

Signature of client (or person acting for client)

Date

Printed name
Relationship to client: Self Parent Legal guardian

Signature of Client if a minor

Date

Printed Name

I, the therapist, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this brochure. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Signature of Clinician

Date

Name of Clinician

License Number