

Office Policies & Information Agreement for Psychotherapy Services/Informed Consent

PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is an alliance, a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety for you to take risks and the support to become empowered to change. As a client in treatment, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission.

Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency.

I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

Some of the exceptions to confidentiality include, but are not limited to the following. I would inform you of any time when I think I will have to put these into effect.

- If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services and Adult Protective Services immediately.
- If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.
- If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
- In couples and family therapy, or when different family members are seen individually, I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of only if you are in couples therapy with me.

If you and your partner decide to have some individual sessions as part of the *couples* therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

Professional consultation is an important component of a healthy psychotherapy practice. As such, I regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, I will not reveal any of your personally identifying information.

E-mail: You are welcome to leave email messages for me at any time by sending your message directly to alice@paloaltoparenting.com

- If your email requires a response, I will respond to you as soon as I am able to do so. I will try to respond to you promptly, but be advised that it may take up to a few hours before I can return your message. If you email during the evening, on a weekend, or over a holiday, I may be unable to respond until the next business day.
- While you are welcome to send me as many messages as you like, email communication is not meant to take the place of an office visit or psychotherapy session. If you request that I read and respond to every email message sent between sessions, I may need to bill you for my time at the same hourly rate we agreed upon for your office visits.
- In case of an emergency, DO NOT use email, but immediately call **911** for emergency response, and after that please leave a phone message for me at **650.339.5101** if you are able to do so.
- You should be aware that although I take every precaution to ensure the confidentiality of your email messages, there is the possibility that email communications can be intercepted. For this reason, please consider carefully whether or not you would like to communicate via email.
- Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.
- **Please do not use e-mail for emergencies.**

II. Record-keeping

Your clinical file will consist of:

- (1) legal forms such as this, your informed consent to treatment form, and your HIPAA notification form,
- (2) a record of visits and payments,
- (3) assessment results,
- (4) a communication log and copies of all electronic communications, and
- (5) clinical progress notes. These progress notes will contain enough information about your treatment to justify it, should such justification become an issue.

I may take notes during session, and will also produce other notes and records regarding your treatment. These notes constitute my clinical and business records, which by law, I am required to maintain. Such records are my sole property. Should you request a copy of my records, such a request must be made in writing. I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. I will maintain your records for ten years following termination of therapy. However, after ten years, your records will be destroyed in a manner that preserves your confidentiality.

III. Diagnosis

Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-IV TR*; I have a copy in my office and will be glad to let you look at it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there may be further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms may require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules.

VI. Telephone and emergency procedures

You are welcome to leave confidential messages for me at any time by calling **650.339.5101**. If you need to speak with me, I will be happy to return your call and speak with you for a few minutes. To ease the process of returning calls, please always leave your phone number and some good times to reach you directly.

- Telephone calls are not meant to take the place of an office visit. Should you require extended time on the phone, I may need to start billing you for my time.
- In special circumstances, I am agreeable to providing treatment over the phone at the same hourly rate as we agreed upon for your office visits.
- I will make every effort to return calls as soon as possible, at the very least within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately.
- If you call in the evening, on a weekend, or over a holiday, I may be unable to call back until the next business day.

I will make every effort to tell you in advance of any absences, and give you the name and phone number of the therapist who will be covering my practice during my absence.

If you are experiencing an emergency when I am out of town, if you cannot reach me, or outside of my regular office hours (after 6 p.m. weekdays or over the weekend), please call:

- **Santa Clara County's Suicide & Crisis Services:**
All Santa Clara County: 408.279.3312
(North County): Toll Free: 650.494.8420
(South County): Toll Free: 408.683.2482

- **San Mateo Crisis & Suicide Intervention Services:** <http://crisiscenter.cc/>
Crisis Line: 650.579.0350
Parent Support Line: 888.220.7575
Drug & Alcohol Help line: 650.573-3950
For teens: www.onyourmind.net
- **National Suicide Prevention Lifeline:** Toll Free 24-hour: 1-800-273-TALK

If you believe that you cannot keep yourself safe, please **call 911**, or go to the **nearest hospital emergency room** for assistance. Leave a message on my voicemail **650.339.5101** after the emergency has been stabilized, so that I can respond.

VII. Psychotherapist-Patient Privilege

The information disclosed by you, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between you and I (therapist and client) in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-patient privilege. If I received a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by you or your representative. You should be aware that you might be waiving the psychotherapist-patient privilege if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-patient privilege with your attorney.

VIII. Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with your attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in your legal matters. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate of **\$150.00 per 50 minutes**.

My Approach to Therapy

I use a variety of techniques in therapy, trying to find what will work best for you.

You can expect that I will share...

- My understanding of the problems you've brought to my attention;
- My approach to those problems;
- Other approaches I am aware of;
- What research says about the advantages/disadvantages of each (www.talkingcure.com), and
- My best guess about what might happen without treatment.

These techniques may include, but are not limited to dialogue, interpretation, cognitive reframing, and awareness exercises, self-monitoring experiments, visualization, journal-keeping, drawing, and bibliotherapy (reading books). If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest community resources to you, or that you get involved in a therapy or support group as part of your work with me. You have the right to refuse anything that I suggest.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. Many clients find that they feel worse before they feel better. This is generally a normal course of events. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

Participating in therapy may result in a number of benefits to you, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on your part, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors.

Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. There is no guarantee that therapy will yield any or all of the benefits listed above.

My commitment and goal is to keep you safe from harm, to help you attain your goals, and to be present to witness your growth. In this regard, we will establish a treatment with your goals together, as well as plan and evaluate your progress on a regular basis
You have the right to ask questions about anything that happens in therapy

I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

Your Responsibilities as a Therapy Client

I. Scheduling and cancellation of appointments

When we schedule an appointment I make the commitment to you that I will be in my office ready to see you at that time. If you need to cancel an appointment, your cancellation notice should be left on my voicemail at **650.339.5101**. This time has been specifically reserved for you. If you are late, we will meet for whatever amount of your time remains. You will be required to pay for the full session even if you arrive late.

A minimum of 24 hours notice is required for rescheduling or cancellation of an appointment. A fee equal to your regular session fee will be charged for missed sessions without such notification.

Because insurance companies cannot be billed for missed sessions, please note that if you are using insurance coverage you will still be personally responsible for paying the charges for late cancellations and missed sessions.

I will make every effort to reschedule a suitable time for you to maintain the consistency of our sessions and your treatment.

In the event of emergencies or other extenuating circumstances please call my voicemail **650.339.5101** to let me know that you will be unable to keep our appointment. We can always discuss the exception.

II. Payment and fee arrangements

You will be expected to pay for services at each session unless other arrangements have been made. My fee is **\$150.00 for a 50-minute session**.

I reserve the right to periodically adjust this fee. If a fee raise is approaching I will remind you of this at least two months in advance.

If we decide to meet for a longer session, I will bill you pro-rated on the hourly fee. Site visits, report writing and reading, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise.

Payment of fees is expected at time of your session unless differing prior arrangements have been made. I usually collect the fee at the **beginning of the session**. I recommend that you prepare your check ahead of time, so that we can make the most of our time together. Should any financial difficulties arise, please let me know so that we can deal with the situation.

I accept cash and checks, only. **If you pay by a check that is returned to me for insufficient funds, I will ask you to issue a new check and pay me for any service charges levied by my bank.**

I am not willing to have clients run a bill with me nor do I accept barter for therapy. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, or it has been more than 120 days without payment of your account, I reserve the right to seek legal recourse and recoup any unpaid balance. In pursuing these measures, I will only disclose biographical information and the amount owed in order to ensure confidentiality.

Insurance -- In Network Reimbursement

If I am billing your insurance plan, you must pay your portion of the charges (the co-payment) and any deductible at the time of the session.

Insurance -- Out of Network Reimbursement

If I am not a contracted provider with your insurance company or managed care organization, my professional services are rendered and charged to you, not your insurance company, and as such, you are responsible for payment at the time of each session. If you request, I can provide you with a Super Bill that you can submit to your insurance company for reimbursement. This statement will include your diagnosis, the procedure code, the number of sessions, and any amount you have paid me. It remains your responsibility to contact your insurance company to determine if they will reimburse you under these terms, and if so, what percentage of the fee they will cover. Please know that your use of insurance can severely jeopardize the confidentiality of your treatment.

Please sign the following, if using your insurance plan or Employee Assistance Program

"I authorize the release of any information (including treatment summaries and diagnosis) necessary to process insurance or Employee Assistance claims, or to request additional sessions. (Note, client confidentiality remains the same as stated above.)"

Sign here _____

If Applicable, second client sign here _____

III. Termination of therapy

In a private practice such as this, treatment is entirely voluntary, and you have the right to terminate treatment at any time.

You normally will be the one who decides therapy will end, with three exceptions:

- If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract.
- If I am not in my judgment, able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs.
- If you do violence to, threaten, verbally or physically, or harass me, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Upon either your or my decision to terminate therapy, I will generally recommend that you participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done.

Complaints

In all cases, professional therapy NEVER includes sexual conduct.

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the California Board of Behavioral Sciences, 1625 North Market Boulevard, Suite S 200, Sacramento, CA 95834, Tel: (916) 574.7830.

Client Consent to Psychotherapy

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it.

I consent to the use of a diagnosis in billing, and to release of that information and other necessary to complete the billing process. I agree to pay the fee of **\$150.00 per session**.

I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.

I agree to undertake therapy with **Alice Locke Chezar, M.A. MFT, ATR**, I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by **Alice Locke Chezar**. I am over the age of eighteen. I have received a copy for my personal records.

Client name (please print) _____

Client's Signature: _____ Date: ____/____/____

Alice Locke Chezar, M.A., MFT, ATR

Therapist name

Therapist Signature: _____ Date: ____/____/____

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