



Agreement and Consent to Receive Psychological Services and Description of Privacy Practices

WELCOME TO OUR OFFICE! The following document is designed to give you information about our professional services and business policies. Please read this carefully. If you have any questions or concerns, please ask at your first session, or as they arise during the course of treatment. Please note that when you sign this form, it represents an agreement between us.

About Us

Rancho Cucamonga Therapist is an association of independently practicing mental health professionals providing individual, children/adolescent, couples, and family counseling services; as well as psychological testing. We are comprised of Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, and Licensed Psychologists. Rancho Cucamonga Therapist conducts business under the corporation Merrell Family Counseling, Inc. which is owned and operated by Stacey Merrell, LMFT#46624.

About Your Therapist

At an appropriate time, your therapist will discuss his/her professional background with you and provide you with information regarding his/her professional experience, education, specialties, and professional orientation. You are free to ask questions at any time about your therapist's background, experience, and training. Your therapist is practicing as an independent therapist at Rancho Cucamonga Therapist. Your therapist is :

Clinician's Name

License Type

License Number

Fees and Insurance

- The fee for service for authorized EAP service is waived. There are no co-pays.
- The fee for service for HMO approved individual, couples and/or a family therapy session is the amount of the contracted co-pay.
- The fee for service for PPO individual, couples and/or family therapy sessions is the amount of the co-pay/co-insurance. Many PPO plans have a "deductible." If the deductible has not been met, you may have to pay a higher contracted fee until the deductible has been met. Please call your insurance plan to determine the amount you are to pay.
- It is important to note if authorization is not covered, you will be responsible for the cost of the therapy session.
- For cash paying clients, we charge \$140.00 for the initial session, \$115 for 45 minute and \$140 for 60 minute individual session; \$150 for family/couples sessions.

Please inform your therapist if you wish to utilize health insurance to pay for services. If your therapist/provider is a contracted provider for your insurance company, your therapist/provider will discuss the procedures for billing your insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Although your therapist/provider is happy to assist your efforts to seek insurance reimbursement, we are unable to guarantee whether your insurance will provide payment for the services provided to you. It is your responsibility to notify your therapist if your insurance changes, coverage is terminated, or you become ineligible.

Please discuss any questions or concerns that you may have about this with your therapist. Fees are payable at the time that services are rendered.

In cases where additional paperwork such as treatment reports for managed care or phone calls for similar purposes or contact with you about appointment scheduling, there will generally be no charge for these services. *However, phone calls, text messages and emails that are clinical in nature and require time and/or response will be charged in quarter hour increments at the hourly rate.* Please note that these types of treatment are generally not covered by insurance companies.

Furthermore, although we will bill insurance companies for services rendered at your request, the ultimate responsibility for payment rests with you should the insurance company deny payment for any reason.

Beginning of Treatment

Your first few sessions will involve an evaluation of your needs. During this assessment period, please evaluate your comfort level with your therapist and address any questions you have about the process with your therapist.

Risks and Benefits of Therapy

Psychotherapy is a process in which the therapist and patient discuss a variety of issues, events, experiences and memories so that the patient can experience his/her life more fully. It provides an opportunity to better and more deeply understand oneself, as well as any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between therapist and client. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

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 capacity for intimacy, and increased self-confidence.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which the therapist will challenge the patient's perceptions and assumptions, and offer different perspectives. The issues presented by you may result in unintended outcomes, including changes in personal relationships. You should be aware that any decision on the status of your personal relationships is your responsibility. There are no guarantees about what you will experience, or how fast you will feel improved.

Confidentiality and Patient Privilege

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. We cannot and will not tell anyone else what you have told your therapist or even that you are in therapy without your prior written permission. We will always act so as to protect your privacy even if you do release in writing to share information about you. You may direct your therapist 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.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever we transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with by email at some point your work treatment, please be aware that email is not completely confidential. All emails are retained in the logs of internet service providers. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email received from you, and any responses that sent to you, may be kept in your treatment record.

There are exceptions to confidentiality which are guided by ethical principles and/or mandated by law:

- If your treatment will be paid by an insurance or a managed care company, they require treatment reports to justify the ongoing need for therapy. This arrangement results in some loss of privacy. Your request to bill for services rendered in this manner and your signed intake form constitute your agreement to release this information. Anytime you wish to see these treatment reports, we will be glad to review them with you as part of your session. However, we will send them without your review unless you specifically ask ahead of time;
- If you are, or become, a danger to yourself (suicidal);
- If you are, or become, a danger to others (homicidal);
- If you are, or become, gravely disabled;
- Reasonable suspicion of child abuse, elder abuse, or dependent adult abuse must be reported to authorities by state law;
- Noncustodial parents, in most cases, have access to information regarding treatment of their children;
- It is legal for me to disclose your name, dates of sessions, and the amount due to a collection agency, or small claims court as necessary to collect an account that goes unpaid.

Confidentiality in Family and Couples Therapy

When more than one person is participating in counseling, the right to confidentiality can become complicated if one person wishes to share information that they want kept confidential from another. Our general policy is to encourage the sharing of all information directly with the spouse or family member soon after talking with the therapist on an individual basis. Given the often destructive nature of secrets in family systems, open communication will be encouraged.

If you participate in marital or family therapy, we will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release.

Minors and Confidentiality

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, in the exercise of our professional judgment, we may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

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 the therapist and patient in the eyes of the law. It is akin to the attorney-client privilege. Typically, the patient is the holder of privilege. If we receive a subpoena for records, disposition testimony, or testimony in a court of law, we will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do so 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-privilege with your attorney.

There are exceptions to privilege, which includes, but is not limited to: if 1) a patient is a danger to self or others, 2) a judge issues a court order, 3) a patient introduces their mental condition into testimony, 4) someone is under 16 and a victim of a crime, 5) the court is using therapy to establish sanity or competence to stand trial, 6) a patient has treated information as though it is not confidential, 7) information pertaining to the Patriot Act, 8) information listed on a health insurance claim form or a child abuse report, 9) a patient files a complaint or lawsuit against me.

Professional Consultation

We may participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, we will not reveal any personally identifying information about you. For professional consultations with people with whom you have asked or allowed us to speak with (physicians, therapist, school teachers, etc.), we charge in quarter-hour segments. We also charge for time writing letters/reports about your case or reading extensive reports. We will notify you about these charges before beginning these activities. These are charges that insurance companies usually do not cover.

Records and Record Keeping

Two different types of records will be kept regarding your sessions. These records constitute our clinical and business records, which by law, we are required to maintain, and are the sole property of the therapist. The first is a standard financial accounts receivable record listing the date, type of service, record of payment, and outstanding balance. This record is available for disclosure to our attorney or collection agency if the bill is not paid. The second type is a brief note describing the content of your session. These records are maintained in a secure confidential manner during treatment and for a period of 7 years following the termination of treatment. For minors, records are maintained for 7 years after they turn 18. After 7 years, they will be destroyed in a confidential manner and cannot be accessed.

You are legally entitled to review or receive copies of all records, and such request must be made in writing. However, according to California's Health and Safety Code, we may provide a summary in lieu of actual records. Under certain circumstances, your clinical records can be

withheld if there is a substantial risk of significant adverse or detrimental consequences to you in reviewing a copy of these records. However, these records can be forwarded to another treating health care provider.

Patient Litigation

We will not voluntarily participate in any litigation, or custody dispute in which you and any other individual are parties. Our policy is not to communicate with any attorney and we generally will not write or sign letters, reports, declarations, or affidavits to be used in a legal matter. We generally will not provide records or testimony unless compelled to do so. If we are subpoenaed, or ordered by a court of law to appear as a witness in action involving you, you agree to provide reimbursement for the time spent for preparation, travel or other time that we have made available. Please be aware that this is extremely demanding on a therapist's schedule and often results in an inability to see many other clients. Consequently, we charge \$200 per hour, minimum 4 hour blocks (\$800), for this time. This fee is charged for any part of a 4-hour block (i.e., 5 hours equals two blocks resulting in \$1600 charge) and whether or not the therapist ever testifies.

Missed Session and Cancellation Policy

Your appointment time has been reserved for you specifically at your request. In order to cancel a session, we need at least a full 24 hours notice, otherwise you will be charged the full fee agreed upon for your therapy. Of course, there are exceptions that may be discussed at your next session such as sudden illness or personal/family emergencies. **Please understand that your insurance company will not pay for missed or canceled sessions.**

If you are late your session will still have to end on time for the courtesy of the next client and the fee remains the same. We prefer not to meet with you if you are very sick, and will be happy to try and help you reschedule. If you fail to show for two consecutive sessions, your therapy may be terminated due to lack of attendance and participation.

Length of Session and Services

The therapeutic hour begins at the time we arrange and will last approximately 45-50 minutes in length. We take pride in beginning on time and ending on time. We encourage you to bring up important issues at or near the beginning of the session so that we may have time to discuss it and find some closure before the end of the session. Longer session beyond the 45-50 minutes are available upon request and if deemed therapeutic.

We are willing to schedule confidential and secure phone or internet sessions if you so desire. We cannot guarantee the confidentiality of emails from your home or work computer. Therefore, we highly discourage communicating via email. Be aware that sessions occurring by these methods may or may not be reimbursable by insurance companies. Phone communication between sessions may be relevant and necessary depending on client need. Any phone, text messaging, and/or internet session will be charged at the hourly rate in 15 minute intervals. There will not be a fee for phone conversations regarding appointment times, etc.

If for some reason you find that you are unable to continue paying for your therapy, you should inform your therapist. We will help you to consider any options that may be available to you at that time.

Therapist Communications

Your therapist may need to communicate with you by telephone, mail, or other means. Please indicate your preference by checking the choices listed below. Please be sure to inform your therapist if you do not wish to be contacted at a particular time or place, or by a particular means.

_____ My therapist may call me at home. My home phone number is () _____

_____ My therapist may call me on my cell phone. My cell phone number is () _____

_____ My therapist may send me text messages for appointment reminders at (____) _____

_____ My therapist may call me at work. My work phone number is () _____

Therapist Availability/Emergencies

We have a confidential voicemail system available 24 hours per day, 7 days a week. We take all calls seriously and are committed to returning them within one business day. We are not a 24-hour crisis service. **In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance, or go to the nearest hospital.**

During your therapist's vacations and some holidays, we will have a licensed clinician colleague cover calls. We will usually be able to notify you of this situation beforehand and tell you who is covering as well.

Termination of Therapy

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with your therapist. We will discuss a plan for termination with you as you approach the completion of your treatment goals.

Therapy may be terminated by the therapist for reasons including, but not limited to; untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, patient's needs are outside the scope of the therapist's competence or practice, or the patient is not making adequate progress in therapy. You have the right to terminate therapy at your discretion. Upon either party's decision to terminate therapy, it is generally recommended that you participate in a termination session which is intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. I will also attempt to ensure a smooth transition to another therapist by offering referrals when appropriate.

PRIVACY PRACTICES (HIPAA)

The following paragraphs outline how the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) affects how records here are kept and managed. The services you are receiving here concern your psychological status, a most private and intimate component of your life. Therefore, protecting your privacy is of utmost importance. The ensuing

paragraphs explain how, when and why we may use and/or disclose your records, which are known under the HIPAA legislation as “Protected Health Information” (PHI). Your PHI consists of individually identifiable information about your past, present, or future health or condition and the provision of and payment for health care to you. We may also receive your PHI from other sources, i.e. other health care providers, attorneys, etc. You and your PHI receive certain protections under the law. Except in specified circumstances, we will not release your PHI to anyone. When disclosure is necessary under the law, we will only use and/or disclose the minimum amount of your PHI necessary to accomplish the purpose of the use and/or disclosure.

If you are receiving any type of psychotherapy service, your PHI is typically limited to basic billing information placed in a file in one of our offices and also on a computerized software program. Clinical notes taken after sessions are known as Psychotherapy Notes and are not part of your PHI. Except in unusual, emergency situations, such as child abuse, homicidal or suicidal intention, your PHI will only be released with your specific Authorization.

In accordance with the HIPAA act and its Privacy Rule (Rule), your PHI may be used and disclosed for a variety of reasons. Again, however, every effort is made to prevent its dissemination. For most other uses and/or disclosures of your PHI, you will be asked to grant your permission via a signed Authorization, which is a separate form. However, the Rule allows for certain specified uses and/or disclosures of your PHI. These consist of the following:

- Uses and/or disclosures related to your treatment (T)
- Payment for services you receive (P)
- Health care operations (O):

For treatment (T): We might conceivably use and/or disclose your PHI to psychologists, psychiatrists, physicians, nurses, and other health care personnel involved in providing health care services to you – but only with your specific Authorization. The only conceivable reason that a specific Authorization might not be obtained would be in the case of a medical emergency.

For payment (P): We may use and/or disclose your PHI for billing and collection activities without your specific Authorization.

For health care operations (O): We may use and/or disclose your PHI in the course of operating the various business functions of my office. For example, we may use and/or disclose your PHI for our secretary to do third party or insurance billing without your Authorization.

- Uses and/or disclosures requiring your Authorization: Generally, our use and/or disclosure of your PHI for any purpose that falls outside of the definitions of treatment, payment and health care operations identified above will require your signed Authorization. If you grant your permission for such use and/or disclosure of your PHI, you retain the right to revoke your Authorization at any time except to the extent that a disclosure might already have been made.
- Use and/or disclosures not requiring your Authorization: The Rule provides that we may use and/or disclose your PHI without your Authorization in the following circumstances:

When required by law: We may use and/or disclose your PHI when existing law requires that we report information including each of the following areas:

- Reporting abuse, neglect or domestic violence: we may use and/or disclose your PHI in cases of suspected abuse, neglect, or domestic violence including reporting the information to social service

agencies.

- Judicial and administrative proceedings: we may use and/or disclose your PHI in response to an order of a court or administrative tribunal, a warrant, subpoena, discovery request, or other lawful process.
- To avert a serious threat to health or safety: we may use and/or disclose your PHI in order to avert a serious threat to health or safety. For example, if your therapist believed you were at imminent risk of harming a person or property, or of hurting yourself, we may disclose your PHI to prevent such an act from occurring.

The HIPAA Privacy Rule grants you each of the following individual rights:

- In general, you have the right to view your PHI that is in our possession or to obtain copies of it. You must request it in writing. You will receive a response from us within 30 days of our receiving your written request. Under certain circumstances, such as if we fear the information may be harmful to you, we may deny your request. If your request is denied, you will be given in writing the reasons for the denial. We will also explain your right to have my denial reviewed. If you ask for copies of your PHI, we will charge you not more than \$.25 per page. We may see fit to provide you with a summary or explanation of the PHI, but only if you agree in advance to it, as well as to the cost.
 - You have the right to ask that we limit how we use and disclose your PHI. While we will consider your request, we are not legally bound to agree. If we do agree to your request, we will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that we are legally required or permitted to make.
 - It is your right to ask that your PHI be sent to you at an alternate address or by an alternate method, e.g., email. We are obliged to agree to your request providing that we can give you the PHI in the format you requested without undue inconvenience.
 - You are entitled to a list of disclosures of your PHI that we have made. The list will not include uses or disclosures to which you have already consented, e.g., those for treatment, payment, or health care operations. We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, to whom PHI was disclosed (including their address if known), a description of the information disclosed, and the reason for the disclosure. We will provide the list to you at no cost, unless you make more than one request in the same year, in which case we will charge you a reasonable fee for each additional request.
 - If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that we correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of our receipt of your request. We may deny your request in writing if we find that the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone not affiliated with Rancho Cucamonga Therapist. Our denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and our denial be attached to any future disclosures of your PHI. If we approve your request, we will make the change(s) to your PHI. Additionally, we will tell you that the changes have been made, and we will advise all others who need to know about the change(s) to your PHI.
 - You have the right to get this notice by email. You have the right to request a paper copy of it as well.

If you believe that we may have violated your individual privacy rights, or if you object to a decision we

made about access to your PHI, you are entitled to file a complaint by submitting a written complaint to us. Your written complaint must describe the acts and/or omissions you believe to be in violation of the Rule or the provisions outlined in this Privacy Practices section. If you prefer, you may file your written complaint with the Secretary of the U.S. Department of Health and Human Services (Secretary) at 200 Independence Avenue S.W., Washington, D.C., 20201. However, any complaint you file must be received by Rancho Cucamonga Therapist, or filed with the Secretary, within 180 days of when you knew, or should have known, that the act or omission occurred. We will take no retaliatory action against you if you make such complaints.



ACKNOWLEDGING SIGNATURES

I have read and understand this Agreement and Consent to Receive Psychological Services and Description of Privacy Practices for the office of Rancho Cucamonga Therapist. I understand and agree to comply with them.

I understand that Federal regulations (HIPAA) allow health service providers to disclose my Protected Health Information (PHI) from your records in order to provide my treatment services, obtain payment for services provided, or for other professional activities (“health care operations”). How, why, and where you might release my PHI was described above. I consent to the use/disclosure of my PHI as specified. This consent is voluntary and I may refuse to sign it now or revoke my consent later.

Client(s) Name (print)	Signature	Date
------------------------	-----------	------

Parent/Guardian Name (print) if Client is under 18	Signature	Date
--	-----------	------