

Office Policies and Consent to Treatment

ABOUT PSYCHOTHERAPY, CONFIDENTIALITY, AND PROCEDURES

The following pages contain important information about my professional services, obligations, and business policies. Please read them carefully and jot down any questions you might have so that we can discuss them in our initial session, at which time your signature will represent an agreement between us and show that you have given “informed consent” for treatment. While I would rather not begin our relationship with paperwork, and as impersonal as this information may feel, these matters are important both for legal reasons and for establishing clarity and trust in our work together.

PSYCHOTHERAPY SERVICES AGREEMENT

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at that time. When you sign the signature page at the end of this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. 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 entails benefits and risks, and since it often involves discussing unpleasant aspects of one’s life, you may experience uncomfortable feelings such as sadness, guilt, anger, and frustration. On the other hand, psychotherapy has also been shown to have many benefits, often leading to better relationships, solutions to specific problems, significant reduction in feelings of distress, and

increased confidence. But we cannot know what your experience will be and I cannot guarantee certain results.

Our first session or two will involve an evaluation of your needs. By the end of this evaluation, I will be able to offer you some first impressions of what our work will include if you decide to return. You should evaluate this information along with whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should give strong consideration regarding the therapist you select. If you have questions or concerns about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be glad to refer you to another mental health professional for a second opinion.

MEETINGS

Once psychotherapy has begun, we will usually schedule appointments every week or every other week, though this can vary depending on what issues you are working on and whether or not you are in crisis. A crisis may necessitate more frequent appointments. Sessions are typically 50 minutes in length at a time we agree on, although some sessions may be longer. Once an appointment hour is scheduled, you will be expected to pay my full fee 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). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

Please feel free to arrive for your appointment a few minutes early in order to settle down and reflect on how you are feeling. Also, to maintain a distraction-free setting, please turn off any alerts on your cell phone (sound, vibration), unless you are expecting an urgent message.

Telephone calls: You are welcome to leave messages at any time. If you need to speak with me, I will be happy to call you back and speak for a few minutes. Remember that, in general, telephone calls are not meant to take the place of an office visit; *if you require extended time on the phone I may have to start billing you for my time.* I am agreeable to providing treatment over the phone at the same hourly rate as we have agreed upon for your office visits.

If you do request that I call you back, I will try to respond promptly, although it may take several hours before I can return your call. 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. If your call is not returned as quickly as you feel is necessary, and you are concerned about yourself, your state of mind, or your safety, please call the Crisis Line at 1-800-273-8255, or call 911, or go to your nearest emergency room immediately and request on-call therapy services.

PROFESSIONAL FEES

My hourly fee is \$225 for a 50 minute individual psychotherapy session. Also, 25 minute individual psychotherapy sessions at a rate of \$115 and 75 minute individual psychotherapy sessions at a rate of \$335 are available. In addition to weekly appointments, I charge \$225 for other professional services you may need, though I will break down the hourly cost if I work

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for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 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. Fees for group psychotherapy varies. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time. Because of the difficulty of legal involvement, I charge \$450 per hour for preparation and attendance at any legal proceeding.

You will be expected to pay for services at the time they are rendered, unless other arrangements have been made. Accepted Payment Methods: American Express, Apple Pay, Cash, Check, Discover, Master Card, Visa

If you pay by a check that is ever returned for insufficient funds, I will expect you to make good on the check and to pay me for any service charges levied by my bank.

In general, large balances should not accrue, and we will work to prevent this from happening. *As a last resort, I reserve the right to use a collection agency if you do not pay your balance.*

INSURANCE REIMBURSEMENT:

Managed Care: I do not accept managed care.

Although I do not participate on insurance provider panels, I am happy to provide you with a receipt which will contain the information typically needed for reimbursement from some insurance companies. Some clients will receive a portion of psychotherapy fees reimbursed to them from their insurance companies. Many clients will not receive any reimbursement. Being reimbursed my full fee is extremely rare.

Millions of people have seen counselors and used their insurance to pay for services. The vast majority has noticed no change in their personal insurability, or health insurance premiums, as a result. However, such an occurrence is possible. My concern for your health insurance premiums has very little to do with my decision not to accept your health insurance.

In planning for your treatment, you may want to call your provider and inquire:

Does my plan reimburse out-of-network providers?

What mental health services (intake, therapy, psychological testing, etc.) are covered by my insurance plan?

What percentage of the fee will be covered?

Is there a deductible?

Is there a limit to the number of sessions per calendar year?

What is my co-payment?

LIMITS ON CONFIDENTIALITY

In general, the privacy of all communications between a client and a psychologist is protected by law, and I can only release information about your treatment to others with your written permission. But there are exceptions:

In most legal proceedings, you have the right to have me withhold any information about your treatment. In some proceedings involving child custody and those in which your psychological condition is or was an important issue, a judge may order my testimony and/or the release of your records. If you are or might become the plaintiff in a law suit alleging mental pain and suffering, you should inform your attorney because this assertion will likely remove your privilege to the confidentiality of your records.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child or an elderly or disabled person has been abused, sexually, emotionally, physically, or financially, I must file a report with the appropriate government agency. This includes cases wherein a child, elder, or disabled person has been abused in the past and the abuser may still be a danger in the present.

In 2015, a law was enacted that expanded child sexual abuse to include "sexual exploitation," and requires psychotherapists to report any evidence of a client who "knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or a person responsible for a child's welfare, who knowingly permits or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct, or to either pose or model alone or with others for purposes of preparing a film, photograph, negative, slide, drawing, painting, or other pictorial depiction, involving obscene sexual conduct," or has knowingly depicted or gained possession of an image, whether digitally, online, or in hard copy, of a child engaged in obscene sexual conduct.

If I believe that a client is threatening serious harm to a person or to property, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself or herself, I may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection. These situations rarely occur in my practice. If such a situation does occur, I will make every effort to discuss it with you fully before taking any action.

Should anyone inquire if you are my client, I will inform that person that I neither admit to nor deny knowing you, thus maintaining your anonymity. Should you and I meet in public, I will wait for you to acknowledge me, if you choose to.

If you don't let me know of your objection, I may occasionally find it helpful to consult other professionals about your case. During a consultation, I make every effort to avoid revealing the identity of my client.

Minors and Parents

Clients 12 or older and under 18 years of age, who are not emancipated, can consent to psychological services. I am required to involve the parents unless I determine that their involvement would be inappropriate. Un-emancipated clients and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the client, or to his or her physical safety or psychological well-being. Because privacy boundaries between child and parent in psychotherapy are so important, it is my policy to be clear with minors and their parents about access to information: During treatment I will provide parents with only general information about the progress of treatment. Any other communications will require the child's authorization, unless I feel that the child is in danger or is a danger to others, in which case I will notify the parents of my concern. If possible, before giving parents any information, I will discuss the matter with the child, and do my best to address any objections he or she may have.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss at our next meeting any questions or concerns that you may have. The laws governing confidentiality can be quite complex, and psychotherapists are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that I keep Protected Health Information about you in your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your clinical record, if you request it in writing (except in unusual circumstances where disclosure could or 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 confidentially by others). Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them together, or have them forwarded to another mental health professional so you can discuss the contents. If your request for access to your records is refused, you have a right of review (except for information supplied confidentially by others), which we can discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting an amendment to your record; requesting restrictions on what information from your clinical

records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice of Privacy Policy form which discusses our privacy policies and procedures. Your therapist will be happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. They should also be aware that clients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any client between 14 and 18 and his/her parents allowing me to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions.

CLIENT CONSENT TO TREATMENT

I have read the Notice of Privacy Policies form and the Psychotherapy Services Agreement carefully; I understand them and agree to comply with all of the policies and procedures described in these documents.

_____	_____	_____
Print Client Name	Client Signature	Date

_____	_____	_____
Print Name of Parent of Minor	Signature of Parent of Minor	Date

If the authorization is signed by a personal representative of the client other than a parent, a description of such representative's authority to act for the client must be provided.