

IDEAL LIVING PSYCHOLOGY CENTER, INC.
9220 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

STATEMENT OF UNDERSTANDING AND INFORMED CONSENT

Agreement to Receive Psychotherapy Services

This form provides you (client) with information that is additional to that detailed in the *Notice of Privacy Practices*

Outpatient Services Contract

Welcome to IDEAL LIVING PSYCHOLOGY CENTER, INC. (ILPC). This document contains important information about ILPC's professional services and business policies. Please read it carefully and jot down any questions you might have so that your clinician can discuss them at your next meeting. When you sign this document, it will represent an agreement between you and your ILPC clinician(s).

The Process of Therapy/Evaluation

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client as well as the particular problems you bring forward. 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. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change problematic perceptions, thoughts, feelings, character, choices and/or behavior. Your therapist will ask for feedback and views about your desired outcome, its progress, and other aspects of the therapy. She will also depend on you to be forthcoming and candid about your experience of therapy. Sometimes, more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, thoughts, feelings, character and choices can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal distress or interpersonal conflict, may result in changes that were not originally intended. Psychotherapy may lead to new insight about your perceptions, thoughts, feelings, character, choices and behavior. It may also lead to making alternative decisions for yourself or your relationships. Sometimes, one person can view a situation that is viewed positively by another person, quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your therapist will likely draw on various psychological approaches according, in part, to the problem that is being treated and your therapist's assessment of what will best address the problem. These approaches include behavioral, cognitive-behavioral, dialectical-behavioral, psychodynamic, attachment, family systems, developmental, or psycho-educational theories. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist's procedures, you should discuss them with her whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

Confidentiality

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except as described in the *Notice of Privacy Practice*. Please refer to the Notice of Privacy Practice that you received with this form for details.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a

client presents a danger to self, to others, to property, or is gravely disabled (for more details also see the *Notice of Privacy Practice*).

When Disclosure May Be Required: Disclosure may be required when a child is a witness of domestic violence. Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist.

Couples and Family therapy: In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use her clinical judgment when revealing such information. Your therapist will not release records to any outside party unless she is authorized to do so by **all** adult family members who were part of the treatment.

Emergencies: If there is an emergency during our time together, or following the end of your treatment, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the *Face Sheet* as your Emergency Contact.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier (i.e., HMO, PPO, MCO or EAP) in order to process the claims. If you so instruct your therapist, only the minimum necessary information will be communicated to the carrier. However, unless prohibited by you explicitly, the Psychotherapy Notes may be disclosed to your insurance carrier if required for billing purposes. Your therapist has no control or knowledge over what insurance companies do with the information she submits nor does she have knowledge of who has access to this information. You must be aware that submitting a mental health invoice for reimbursement could carry a certain amount of risk to confidentiality, privacy, or future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and may be reported to the congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data have been reported, stolen, or accessed by enforcement agencies; therefore, you could be in a vulnerable position.

Confidentiality of E-mail, Cell Phone and Fax Communication: It is important to understand that unauthorized persons can access electronic messages. Therefore, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Furthermore, faxes or texts can easily be sent erroneously to the wrong phone number. Please notify your therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail, faxes or texts for emergencies.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Ideal Living Psychology Center, Inc. or its current and former therapists to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: Your therapist consults occasionally with other professionals regarding her clients; however, the client's name and other identifying information remain anonymous, and confidentiality is fully maintained.

Considering all of the above exclusions, if it is still appropriate, upon your request, Ideal Living Psychology Center, Inc. and your therapist will release information to any agency/person you specify

unless Ideal Living Psychology Center, Inc. concludes that releasing such information might be detrimental in any way.

Professional Records

As you are probably aware, Ideal Living Psychology Center, Inc. is required to keep appropriate records of our work together. You are entitled to receive a copy of the record unless your therapist or Ideal Living Psychology Center, Inc. believes your seeing it would be emotionally damaging, in which case your therapist or Ideal Living Psychology Center, Inc. will be happy to forward the record to the appropriate mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. It is recommended that you review them in the presence of your therapist so that your therapist can discuss any questions that may arise. You should be aware that this will be treated in the same manner as any other professional (clinical) service, and that you will be billed accordingly. Additionally, you (the client) will be charged an appropriate fee for any time spent preparing information requests.

Minors

If you are under eighteen years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is ILPC's policy to request a verbal agreement from parents that they will not ask what you are specifically saying in therapy. If they agree, your therapist will provide them only with general information on how your treatment is proceeding unless she feels that there is a high risk that you will seriously harm yourself or another, in which case she will notify them of her concern. Your therapist will also be available to answer general questions or provide family sessions when determined to be therapeutically appropriate. Before, providing them any information, she will discuss the matter with you, if possible, and do her best to handle any objections you may have about what she is prepared to discuss.

Parents of minor clients hold the legal right of privilege or confidentiality. A non-custodial parent who wants to learn about their child's treatment may have the right to review the child's record and to discuss their child's care with the therapist. However, it is the therapist's experience that therapy can be greatly hindered if minors feel the therapist is simply a conduit to their parents. In such cases, many minors are reluctant to discuss personal issues without assurance of some level of privacy. Therefore, ILPC has the following policy:

Parents are given general information about therapeutic progress. Regular consults are encouraged (every 2-3 sessions) unless contraindicated. Minors are informed of phone calls or contact between sessions. When parents are consulted, minors are given the option to remain in or leave the room. For difficult issues, family sessions are encouraged with the therapist assisting the minor and the parents in working towards a resolution. The therapist will notify parents if the minor is in danger of hurting him/herself, someone else, or is a victim/perpetrator of child abuse. Parents are encouraged to discuss any concerns with the therapist in front of the child if appropriate to age and developmental level. Please note that in the situation of custody disputes, it is not appropriate for a treating therapist to make comment or recommendations on custody issues. When treating your child, it is the ILPC's policy that therapists not speak to either parent's legal counsel in regards to family law issues, and your therapist does not provide court-ordered assessment of minors. If consultation with your attorney is desired, please inform your therapist at intake so that an appropriate referral to a forensic psychologist can be made.

Payments & Insurance Reimbursement

Clients are required to pay the standard fee of **\$150.00** per **50 minute** session (**\$200.00 for the initial and conjoint therapy session**) at the beginning of each session unless other arrangements have been made for third-party insurance payment, EAP or a pre-arranged reduced fee. **Prior to commencing therapy, your therapist will make a copy of your credit/debit card to apply toward outstanding fees for service that were not paid at time of session or were not paid as previously agreed by your third-party payer.** Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate,

unless indicated and otherwise agreed upon. Please notify your therapist if any problem arises during the course of therapy regarding your ability to make timely payments.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Your therapist will fill out forms and provide you with whatever assistance she can in helping you receive the benefits to which you are entitled; however, you--not your insurance company--are responsible for full payment of fees for treatment. It is very important that you find out exactly what mental health services your third-party payer covers. You should carefully read the section in your insurance or EAP coverage booklets that describe mental health or EAP services. Clients who have insurance or EAP should remember that not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by those payers. It is your responsibility to verify the specifics of your coverage. If you have questions about the coverage, call your plan administrator. This deposit will be refunded or credited to your account after a claim is filed with your third party payer and an Explanation of Benefits (EOB) is provided to ILPC.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed health care plans such as EAPs, and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of distress and functioning. While a lot can be accomplished in short-term therapy, some cases may require more services after insurance benefits end. Once you and your therapist have all of the information about your insurance coverage, you and she will discuss what you can hope to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above [unless prohibited by contract].

Telephone & Emergency Procedures

If you need to contact your therapist, please leave a confidential voicemail message at: (909) 758-1743. A clinical representative of Ideal Living Psychology Center, Inc. may not answer the phone due to being occupied in session with another client. Your therapist, however, will make every effort to return your call on the same day you leave a message, with the exceptions of those made after 5pm Mon-Friday, weekends, holidays, and vacation times.

If you are difficult to reach, please inform your therapist of times when you will be available. If you are unable to reach your therapist and feel your situation is urgent, contact your family physician or the nearest emergency room and ask for the clinician/psychologist/psychiatrist on call. If the nature of the contact involves a life-threatening or emergency situation (i.e., an imminent danger to yourself or another), dial 911 immediately. If your therapist is unavailable for an extended time, she will provide you with the name of a colleague to contact, if necessary.

Discussion of Treatment Plan

Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your therapist does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Termination

As set forth above, after the first couple of meetings, your therapist will assess if she can be of benefit to you. Ideal Living Psychology Center, Inc. does not accept clients who, in its opinion, the available therapists cannot help. In such a case, your therapist will give you a number of referrals that you can contact. If at any point during psychotherapy, your therapist assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, your therapist would give you a number of referrals that may be of help to you. If you

request it and authorize it in writing, your therapist will talk to the provider of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, your therapist will assist you in finding someone qualified, and, if your therapist has your written consent, she will provide the new treatment provider with the essential information needed for continuity of care.

You have the right to terminate therapy at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

Mediation & Arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Ideal Living Psychology Center, Inc. and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Bernardino County, California in accordance with the rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Ideal Living Psychology Center, Inc. can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Dual Relationships

Therapy never involves sexual or any other dual relationships that could impair your therapist's objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. However, not all dual relationships are unethical or avoidable. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with you (client). The Inland Empire can be experienced as a small community in which it's possible for many clients to know each other. Consequently, you may bump into someone you know in the waiting room, or you may bump into your therapist out in the community. **Your therapist will never acknowledge working therapeutically with you without your (client's) prior authorization or approval.**

Cancellations

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, ***the usual session fee will be charged for sessions missed without such notification.*** Insurance companies do not pay claims for missed sessions. Exceptions may be made for situations *therapist* deems urgent or emergent.

Acknowledgement of Receipt, Consent and Understanding of this Document

At the beginning of your initial visit, your therapist will request that you sign two acknowledgements to indicate that you received, understand and consent to therapeutic treatment under the conditions described above and according to the current Notice of Privacy Practice or HIPAA regulations. Those acknowledged consents would be kept in your file at the onset of treatment.