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INFORMED CONSENT, PRIVACY PRACTICES AND SERVICE AGREEMENT

Welcome to my practice. This document 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 federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first session together will involve collecting information from you as it impacts the part of your life on which you want to focus. I will offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial plan together. I usually start with 10 weekly sessions, known as short-term therapy, to begin our work together, after which time we will review your goals and discuss how you would like to move forward. It is important that you feel comfortable working with me, as rapport is very important to your wellness and will allow you to feel the most comfortable and safe, in sharing your information. If you have questions about any of my practices, we should discuss them whenever they arise. If your concern persists, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

TELE-THERAPY (TELE-HEALTH) SERVICE MODALITY

Prior to the delivery of health care via telehealth, the health care provider initiating the use of telehealth is responsible for informing you about the use of telehealth and to obtain verbal or written consent from you as the client for the use of telehealth as an acceptable mode of delivering health care services and are aware of the risks involving telehealth services. The consent shall be documented.

"Telehealth" means the mode of delivering health care services and public health via information and communication technologies to facilitate services, inclusive of diagnosis, consultation, psychotherapy appropriate treatment, education, case management, and self-management of a patient's health care. Telehealth takes place while the patient is at an originating site and the health care provider is at a distant site.

Telehealth facilitates patient self-management and caregiver support for patients.

All laws regarding the confidentiality of health care information and a patient's rights to his or her medical information shall apply to telehealth interactions. Telehealth comes with the risk of interrupted service using audio and video telecommunicating. If such interruption happens during our session together, I will make every effort to restore that video teletherapy session. If this is not possible for any reason, we may continue our session via mobile phone call, therefore wise to have it handy during our sessions for this reason.

APPOINTMENTS

Appointments will ordinarily be 50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you please provide me with 24 hours' notice. If you miss a session without canceling, my policy is to collect the same amount of your session fee [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; thus, you will be responsible for the fee

described above. If it is possible, I will try to find another time in the same week to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are later than 10 minutes, and I am available, we can keep our appointment, but please know that we will still need to end on time.

IF APPLICABLE ONLY: PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential when working with minors. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share only general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern, in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

IF APPLICABLE ONLY: WORKING WITH COUPLES

While privacy in individual therapy is crucial to successful progress, it is imperative that the therapist not be put in the middle of any secret information between partners in which it puts the therapist in a bind. In this situation if discovered, I as your therapist will recommend that you disclose this information to the partner, which I feel will be harmful to the therapeutic relationship and to the couple's relationship. If you the client fail to do so, I will be forced to disclose this information to the unknowing party. I will use my clinical judgement and do what is best to keep all client parties and myself, safe. I may choose to terminate the couple's treatment, if such maladaptive behavior were to continue. If I choose to work with any couple in the capacity of your couples' therapist, I will ask that you sign a separate contract specific to this work together.

PROFESSIONAL FEES

The standard fee for the initial intake and subsequent psychotherapy sessions is \$140.00. For tele-therapy services, **You are responsible for paying for your session, 48 hours (forty eight hours) prior to your scheduled session date and time**, unless prior arrangements have been made. At this time, I am receiving payment by check and I also by PayPal. If you choose to send a check, I must receive it 48 hours in advance of your scheduled session date and time. I will ask that you provide a Credit Card as backup payment which will be charged in the event that you are unable to pay in advance of your session. Any checks returned to my office are subject to an additional fee of up to \$25.00 to cover the bank fee that I will incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is my practice to charge \$140.00 on a prorated basis for other professional services that you may request, such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this in full before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party or subpoena requires me to testify.

INSURANCE

I do not accept Insurance directly for payment, which does not assume your therapy services are not covered under your plan. I will provide you with a SuperBill that you can submit to your insurance carrier for reimbursement to you. This will include the information and coding that the Insurance carrier will need to process and reimburse you for our therapy services. It is in your best interest that you phone your carrier in advance, to be aware of the number of tele-health therapy sessions that your insurance company will authorize for you. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Sometimes your insurance might require an additional document or justification for continued services, which is relevant to your continued care, and for which I am happy to provide to you

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in my office. I keep brief records noting key people or points in your life, in order to continue to provide the most informed interventions based on your reasons for seeking therapy. This includes the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described at the end of this document and entitled Notice of Privacy Practices. Please remember that you may reopen the conversation at any time during our work together, with any concerns regarding confidentiality.

POTENTIAL LIMITS / EXCEPTIONS OF CONFIDENTIALITY

Limits Imposed Voluntarily (i.e., Not Legally Required)

Disclosures which Therapist may make without client consent:

Danger to Self, Danger to Others, Danger to Client by Identified Third Party, Dual Relationships or Conflicts of Interest That Might Compromise Confidentiality

Limits That Can Be Imposed by Law (i.e., Possible “Involuntary” Disclosures)

• Laws requiring therapists to initiate disclosures without client consent:

Mandated Reporting Laws related to child, adult or elder abuse.

Duty-to-Warn or Duty-to-Protect Laws

CONTACTING ME AND CRISIS NEEDS

I am often not immediately available by telephone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned up to 24 hours for non-urgent needs or on the next business day if a weekend. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact Mental Health Services of Ventura County. Suicide prevention resources can be found at <https://vcbh.org/en/information-resources/suicide-prevention-resources> 2) Call **Ventura County Suicide Hotline 1-877-727-4747** which is available 24hrs per day, 7 days per week, 3) go to your Local Hospital Emergency Room or 3) call 911 and ask to speak to the mental health worker on call. The police department collaborates with and has the ability to phone on call mental health professionals immediately in a situation where this is needed. I will make every attempt to inform you in advance of planned absences and provide you with a safety plan in advance if needed, that will outline steps to take in a mental health emergency. Always use the information above first, for any crisis needs.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy. You have the right to expect that I will not have social or sexual relationships with current or former clients.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE INVOLVES YOUR PRIVACY RIGHTS AND DESCRIBES HOW INFORMATION ABOUT YOU MAY BE DISCLOSED, AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Confidentiality

As a rule, I will disclose no information about you, or the fact that you are my patient, without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operational purposes. However, I do not routinely disclose information in such circumstances, so I will require your permission in advance, either through your consent at the onset of our relationship (by signing the attached general consent form), or through your written authorization at the time the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting me.

II. “Limits of Confidentiality”

Possible Uses and Disclosures of Mental Health Records without Consent or Authorization

There are some important exceptions to this rule of confidentiality – some exceptions created voluntarily by my own choice, [some because of policies in this office/agency], and some required by law. If you wish to receive mental

health services from me, you must sign this form, indicating that you understand and accept my policies about confidentiality and its limits. We will discuss these issues now, but you may reopen the conversation at any time during our work together.

I may use or disclose records or other information about you without your consent or authorization in the following circumstances, either by policy, or because legally required:

- **Emergency:** If you are involved in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to you.
- **Child Abuse Reporting:** If I have reason to suspect that a child is abused or neglected, I am required by California law to report the matter immediately to the California Department of Social Services.
- **Adult Abuse Reporting:** If I have reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, I am required by California law to immediately make a report and provide relevant information to the California Department of Welfare or Social Services.
- **Court Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information unless you provide written authorization or a judge issues a court order. If I receive a subpoena for records or testimony, I will notify you. Protections of privilege may not apply if I do an evaluation for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** Under California state law, if I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I am legally required to take steps to protect third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18, 2) notifying a law enforcement officer, or 3) seeking your hospitalization.

Other uses and disclosures of information not covered by this notice or by the laws that apply to me will be made only with your written permission. [This sentence is now required under the HIPAA "Final Rule."]

III. Patient's Rights and Provider's Duties:

- **Right to Request Restrictions-**You have the right to request restrictions on certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment for your care. If you ask me to disclose information to another party, you may request that I limit the information I disclose. However, I am not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell me: 1) what information you want to limit; 2) whether you want to limit my use, disclosure or both; and 3) to whom you want the limits to apply.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations —** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.
- **Right to an Accounting of Disclosures –** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization.
- **Right to Inspect and Copy –** In most cases, you have the right to inspect and copy your medical and billing records. To do this, you must submit your request in writing. If you request a copy of the information, I may charge a fee for costs of copying and mailing. I may deny your request to inspect and copy in some circumstances. I may refuse to provide you access to certain psychotherapy notes or to information compiled in reasonable anticipation of, or use in, a civil criminal, or administrative proceeding.
- **Right to Amend –** If you feel that protected health information that I have about you is incorrect or incomplete, you may ask me to amend the information. To request that an amendment may be added to your file, your request must be made in writing, including the reason that supports your request, and submitted to me.
- **Right to a copy of this notice –** You have the right to a paper copy of this notice. You may ask me to give you a copy of this notice at any time.

Complaints: If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to my office. You may also send a written complaint to the U.S. Department of Health and Human Services.

CONSENT TO PSYCHOTHERAPY – Please fill out and return this page only and within 48 hours before the commencement of your therapy services. Your signature below indicates that you have read this Agreement in full, agree to the limits of confidentiality and have read the Notice of Privacy Practices and agree to its terms. This consent also indicates your agreement to commence via teletherapy modality and understand the risks inherent in videoconferencing.

----- > Please sign, date and complete your personal information on this final page, scan/photograph and email the back page only to MOpsychd@yahoo.com. This signed consent and full payment are due no later than 48 hours prior to our first session together, or your session time may not be guaranteed.

Signature of Client – Print and Sign

Date