

INFORMED CONSENT/OFFICE POLICIES/GENERAL INFORMATION

This form provides you (patient) with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA pre-emptive analysis. (Revised 1/05)

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without you, the client's, written permission, except where disclosure is required by law. Please complete the Intake Form, separate Confidentiality Form, as well as this carefully reviewed and signed Informed Consent/Office Policies/General Information document to your first Free 60 minute in-office consultation. Thank you.

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; where a client presents a danger to self, to others, to property, or is gravely disabled or when client or client's family members communicate to Ms. Drake that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. 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 Ms. Drake. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Ms. Drake will use her clinical judgment when revealing such information. Ms. Drake 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 work together, or in the future after termination where Ms. Drake 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 biographical sheet.

Health Insurance & confidentiality of records: It is understood that Ms Drake is on NO Insurance Provider list. Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Ms. Drake, only the minimum necessary information will be communicated to the carrier. Ms. Drake has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the 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 in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

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's, nor anyone else acting on your behalf will call on Ms. Drake to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: Ms. Drake consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. 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. Additionally, Ms. Drake's e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Ms. Drake's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers into CDs on a regular basis. The CDs are stored securely off-site. Please notify Ms. Drake if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. Please do not use e-mail or Faxes for emergencies.

Records and Your Right to Review Them: Both the law and the standards of Ms. Drake's profession require that she keeps appropriate treatment records for at least seven (7) years after termination of treatment. If you have concerns regarding the treatment records please discuss them with Ms. Drake. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Ms. Drake assesses that releasing such

information might be harmful in any way. In such a case Ms. Drake will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Ms. Drake will release information to any agency/person you specify unless Ms. Drake assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Ms. Drake will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Ms. Drake between sessions, please leave a message with the operator on the answering service; **DIAL (925-945-2482) NEXT: push O for Operator. The operator will take your information**, and contact me in a timely manner. Your call will be returned as soon as possible. Ms. Drake checks her messages a few times during the day between sessions. If you need immediate attention you must clearly relay your message to the operator. **If you need to talk to someone right away** call **211** or dial your local and/or National hot line (National Crisis Hot Line 1-800-784-2433) 24-hour crisis line (Alameda: 1-800-309-2131) (Contra Costa: 1-800-833-2900)...or **call the Police: 911**. Please do NOT use e-mail or Faxes for emergencies. Ms. Drake does not always check her e-mail or Faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: It is understood that Ms Drake is on **NO Insurance Provider lists and, except for initial No Fee, in office, one hour consultations**, Clients are expected to pay the standard fee of \$110.00 per hour session at the end of each session, or pay a sliding scale fee, that has been mutually agreed on during your N.F. Consultation. Please note: Ms Drake offers a limited number of sliding scale fees. Either standard or sliding scale fee will be recorded (see below) on this form in order to prevent any misunderstanding. Please notify Ms. Drake if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Ms. Drake will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section *Health Insurance & confidentiality of records* (see above) you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Ms. Drake can use legal or other means (courts, collection agencies, etc.) to obtain payment. She will make every effort to work out payment with you before resorting to these measures.

As of the initial No-Fee Consultation:

It is hereby recorded that The Mutually Agreed Fee per session is: _____.

Client Initials: _____ . Date: _____

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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Ms. Drake and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Contra Costa, CA 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, Ms. Drake can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: 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 your thoughts, feelings and/or behavior. Ms. Drake will ask for your feedback and views on your therapy, it's progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Ms. Drake may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which 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 or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. 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, Ms. Drake is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best

