



Compassionate Therapy Psychological Services, Inc.

32605 Temecula Parkway, Suite 303 • Temecula, CA 92592

Jean Ghanem-Ybarra, Psy.D. • Psychologist PSY 19964 • (P) 760-443-1355

Consent for Treatment & Notice of Business Policies and Privacy Practices

This document contains important information related to my professional services and business policies. Please read it carefully as when you sign this document, it will represent an agreement between us. Please read it carefully and jot down any questions you might have so that we can discuss them together. Any questions related to this agreement can be discussed at any time. The information provided herein regarding my policies for protecting the privacy of confidential medical information is provided as required by law. Both law and ethics require that I provide you with the following information before we begin working together.

Psychological Services

The experience of therapy differs for everyone since each therapist and each individual entering therapy is unique. In general, psychotherapy includes therapists helping clients get to know themselves better and increase their self-awareness. Therapy is not a process of therapists telling clients how to live or what choices to make. The purpose of the therapeutic relationship is to help the client change their life in a positive way.

Many people think you must be "sick" before seeking out therapy, but this isn't true. Just as you don't have to be drowning before taking swimming lessons; your life doesn't have to be falling apart before seeking therapy. An early psychological consultation may help you deal with problems before they become critical.

In the beginning, the client and therapist work together to determine the exact goal(s) that the client wants to achieve through therapy. Treatment goals can be general or specific depending on the problem that brought the client to therapy. In general, therapists are trained to identify patterns of behavior and thought of which clients may or may not be aware. Often, old patterns can stand in your way, making change feel difficult or "impossible." Therapists can help you break out of time-worn ruts and find new ways of living.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. For the therapy to be most successful, it is necessary for you to work on things we talk about both during our sessions and at home. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience as everyone is unique and have different experiences in life therefore, in psychotherapy.

Psychotherapy involves an initial evaluation, which may take several sessions to complete. By the end of the evaluation period, I will be able to offer you some initial impressions of how our work together would be helpful and some of the difficulties that we would address if you were to decide to continue with therapy. You should evaluate this information along with your own impressions of whether you feel comfortable working with me. Therapy involves a significant investment of time, money, and energy, so you should think carefully about making this commitment. If you have questions or concerns about our work together, we can discuss them whenever they arise. In general, it would be important for us to discuss your concerns and attempt to address them directly. If you decide at any time that our work together is not satisfactory, I would be happy to help you determine the best course of action to take, e.g., stopping treatment altogether or beginning treatment with another mental health professional.

_____ initials

Sessions

During the initial evaluation, we can both decide if I am the best person to provide the services that you need. If we decide to work together in psychotherapy, I will typically schedule at least one 55-minute session per week at a time we agree upon. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours' notice of cancellation. Because missed appointments cannot typically be billed to insurance carriers, you will be solely responsible for paying for those appointments.

_____ initials

Alternatives to Therapy

Psychotherapy is not the only option for dealing with emotional issues. There are many alternative treatments available depending on the problems that bring you to therapy. Pastoral counseling, 12 step groups, diet and exercise, prayer, yoga, psychotropic medications, and self-help books have all proven effective for some people with various conditions. Of course, there is always the option of choosing no treatment at all. There is also the possibility that I am not the right therapist for you. If you feel that psychotherapy is not the right approach for you or that we are not a good match, feel free to speak with me about your alternative treatment choices. I will not be offended or hurt, but instead will try to help you find the best solution. I am also able to provide referrals to other therapists, psychiatrists, books, or other resource options if you choose them.

_____ initials

Policy Regarding Consent for the Treatment of a Minor Child

I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of Representative to give consent for psychotherapy, I will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services.

_____ initials

Professional Fees

My hourly fee is \$200 for an initial assessment appointment and \$175 for individual appointments thereafter. Couple's and family appointments are \$190 for the therapy hour. In addition to regular appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services may include report writing, extended telephone conversations (more 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. If you become involved in legal proceedings that require my participation, you will be expected to pay for my time.

Fee Reduction: I offer some lower fee slots, based upon income and circumstances, but I prefer to hold these slots for current clients who are experiencing life transitions. If my fee is a concern, please discuss it with me. If I am unable to accommodate your financial situation, I will provide you with referrals or we can discuss it further.

_____ initials

Billing and Payment for Services

Unless otherwise agreed upon, payment is expected at the time of service to this therapist. It can be helpful to submit payment at the start of session to take full advantage of our scheduled time together in therapy. I currently accept cash, money order, check, Venmo, or credit card. Payment schedules for other professional services will be determined at the time they are requested. **Because missed appointments cannot be billed to insurance carriers, you will be solely responsible for paying for those appointments which is the session fee.**

_____ initials

Insurance Reimbursement

At this time, I am contracted with TriWest/VA (CCN), Tricare, and Medicare and no other insurance company, or managed care organization. However, should you choose to use your insurance, I will provide you with a statement, called a superbill, which you can submit to the third-party of your choice to seek reimbursement of fees already paid.

For us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end therapy. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I must provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files and will probably be stored in a computer. I will provide your insurance company with only the information required to meet their administrative needs.

If I am a provider of your insurance panel, this consent authorizes me to send treatment records to your insurance company to receive reimbursement. It is your responsibility to determine that our sessions will be covered by your insurance if I am a member of your panel. If our sessions are not covered, you will be responsible for the fee not paid by insurance.

Professional Records and Confidentiality

How the Information in Your Record Is Utilized

The policies I follow regarding your privacy are followed by all persons associated with my practice. The laws of California and the standards of my profession require that I keep treatment records. The information in your medical record is utilized in several ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment.

Your insurance company may also require information in your medical record or health plan so that the treatment you receive from me can be paid for by the insurance company or health plan. For example, I may need to provide information about a service you received, or I may be required to provide information prior to treatment so that your plan will cover the treatment. In these cases, only information required for payment is provided to the insurance company or health plan. **By signing this Consent, you authorize me to provide information to your insurance company as needed for payment for services.**

For Clients younger than eighteen years of age, please be aware that the law may provide parents the right to examine treatment records. It is my policy to request an agreement from parents that they agree to give up access to minor Client's records. If they agree, I will provide them only with general information about the treatment, unless I feel there is a high risk that the minor Client is facing serious jeopardy or harm. In that case, I will notify parents of my concern. Before giving parents any information, I will discuss the matter with the minor Client, if possible, and do my best to handle any objections the minor Client may have with what I am prepared to discuss.

I will maintain Client's records for ten years following termination of therapy, or when Client is 21 years of age, whichever is longer. After ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

_____ initials

Limits of Confidentiality

The law protects the privacy of all communications between clients and therapists. In most situations, I can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by state law and/or HIPAA.

There are some situations where I am permitted or required to disclose information without either your consent or authorization. There are four limits to confidentiality: the intention to hurt yourself, the intention to

hurt someone else, reports of child abuse, and reports of elder or dependent adult abuse. Suspicion of child, elder, or dependent adult abuse may also need to be reported. If you mention any of these situations during one of your sessions, I am required by law to break confidentiality and contact the proper authorities. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. If a client communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the client or contact others who can assist in protecting the victim.

In addition, if a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself. If a government agency is requesting the information pursuant to their legal authority, I may be required to provide it for them. If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have.

_____ initials

Limits of Confidentiality in Couples or Family Work

In couples or family treatment, please be aware that information shared with me will be discussed with your partner or family if they are participating in treatment. I will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell me. At such times, it may be most appropriate for you to seek the support of an individual therapist who can consult with me regarding the broad issues, and not the specifics of your secret(s).

_____ initials

The Therapeutic Relationship

Because clients often disclose many deeply felt personal thoughts and experiences, the therapeutic relationship can become very close and important. Although this closeness is normal, it is necessary for all clients to recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any business endeavors. Should we meet by chance on the street or at a social gathering, I will not approach you to maintain your confidentiality. If you choose to say hello I will gladly respond to you but will keep our conversation to a minimum to again preserve your privacy.

While talking about sexual thoughts or feelings may be a part of therapy for some people, actual sexual relations between clients and psychotherapists is NEVER ALLOWED. These boundaries are important for ethical, professional, and effective psychotherapy. If you have had a sexual relationship with a therapist in the past I can provide you with support and resources to help you deal with that experience. While I am strongly opposed to these types of relationships, your confidentiality still applies, and I cannot report that therapist for the sexual relations.

_____ initials

Medical Issues and Medication

Your physical health can have a profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You are also strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and/or care.

Medications can be quite helpful and in some cases are essential. Since I am a Doctor of Psychology and not of medicine, I do not prescribe medications. However, I can assist you in learning more about medications, finding a psychiatrist, or a physician, and coordinating your treatment with him or her.

_____ initials

Substance Use

You are asked to refrain from being under the influence of alcohol and/or recreational drugs during our sessions. If you choose to come to a session intoxicated, I might end our session early. I also may re-evaluate the feasibility of continuing our work together.

_____ initials

Frequency and Duration of Sessions

During the first few sessions, we will set up a schedule of appointments and tentatively work out how long you may need to continue in therapy to achieve your goals. Often, one day a week for four or six months is required, depending on how much work needs to be done and how much time you choose to invest. The length of time can be adjusted as new insights are made or new problems appear. In any case, how long you are in therapy is up to you. Part of my job is to help you develop a treatment plan, track your progress, and help you determine when it's time to end. Each session lasts approximately 55 minutes unless otherwise arranged.

_____ initials

Professional Records

The laws of California and the standards of my profession require that I keep treatment records. The information in your medical record is utilized in several ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment. I will maintain client's records for ten years following termination of therapy, or when client is 21 years of age, whichever is longer. After ten years, client's records will be destroyed in a manner that preserves confidentiality

For clients younger than eighteen years of age, please be aware that the law may provide parents the right to examine treatment records. It is my policy to request that parents give up direct access to minor client's records. This often allows minor clients to discuss more information in session and improves treatment. If parents agree, I will provide them only with general information about the treatment, unless I feel there is a high risk that the minor client is facing serious jeopardy or harm. In that case, I will notify parents of my concern. Before giving parents any information, I will discuss the matter with the minor client, if possible, and do my best to handle any objections the minor client may have with what I am prepared to discuss.

Record Privacy Arrangement

I share office space with other independent mental health professionals. The clinical services provided by Compassionate Therapy are completely independent from the other professionals in our office. Our professional records are separately maintained and only I have access to them without your specific, written permission. In sum, Compassionate Therapy Psychological Services, Inc. is not affiliated with our suite-mates. We simply co-lease office space with other professionals.

_____ initials

Client Litigation

I will not voluntarily participate in any litigation, or custody dispute in which Client, or Representative, and another individual, or entity, are parties. I have a policy of no communication with Representative's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's, or Representative's, legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Representative agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such and appearance at my usual and customary hourly rate of \$175.00 per hour. In addition, I will not make any recommendation as to custody or visitation regarding child/Client. I will make efforts to be uninvolved in any custody dispute between Client's parents.

_____ initials

Complaints

The Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. You may contact them by calling 1-916-574-7720, at www.psychboard.ca.gov, or by writing to the Board of Psychology, 1625 North Market Boulevard, Suite N-215, Sacramento, CA 95834.

_____ initials

Right to Inspect and Copy

You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. I typically provide a treatment summary when there is a request for records. If I deny you access to your records, you can request to speak with an independent colleague of mine about the situation. Your request for independent review of your original request for records should also be made in writing.

If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request.

_____ initials

Right to Amend

If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

_____ initials

Right to an Accounting of Disclosures

You have the right to request an "Accounting of Disclosures." This is a list of the disclosures I have made of medical record information. That information is listed on the *Authorization to Release Information* and will be provided to you at your written request.

_____ initials

Right to Request Restrictions

You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your *Authorization to Release Information* should be specified on the *Authorization*.

_____ initials

Right to Request Confidential Communications

You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail.

_____ initials

Complaints Regarding Privacy Rights

If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent colleague of mine, or with the U.S. Department of Health and Human Services, 50 United Nations Plaza, Room 322, San Francisco, CA, 94102. You will not be penalized for filing a complaint.

You have the right to a paper copy of this document, and you will be offered one when you sign the original for your medical record. I reserve the right to change my policies as outlined herein. If they change, you will be informed of that change and will be provided with a copy of the current document if desired.

_____ initials

Diagnosis

Within our first few meetings, I will form a diagnostic impression of the problems you are bringing into therapy. Some commonly known clinical disorders include: depression, anxiety, phobias, substance abuse, adjustment disorders, etc. It is important to remember that not all clients receive a diagnosis. However, if you do meet criteria for a diagnosis, it is your information and you are entitled to it. Feel free to talk to me about your diagnosis and what it might mean to you.

_____ initials

Cancellation Policy

Scheduling a session establishes a contract between us whereby you have the exclusive use of my time for your scheduled appointment. If you are unable to keep your appointment, I ask that you cancel as soon as possible but at least 24 hours before your scheduled session. If you need to change or cancel a session leave me a telephone message at 760-443-1355 ***(you may also text me a schedule change)**. If you do not show up for a scheduled session, you will be charged your usual session fee. The usual session fee will be waived if you cancel 24 hours in advance of your scheduled session; however, the fee will not be waived more than once every two months.

Likewise, I will call you by 5:00 PM the day before your scheduled session in the rare instance that I need to cancel or reschedule an appointment barring an emergency.

_____ initials

Termination of Therapy

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist’s scope of competence or practice, or Client is not making adequate progress in therapy. Client or Representative has the right to terminate therapy at his/her discretion. Upon either party’s decision to terminate therapy, I will generally recommend that Client participate in a least one, or possibly more, termination sessions. These sessions are 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 to Client or Representative.

_____ initials

Contacting Me

I am often not immediately available by telephone. Although I am usually working Monday through Thursday between 9 a.m. and 5 p.m., I will not answer the phone when I am with a Client. When I am unavailable, my telephone will roll over to a voicemail system that I monitor frequently. I will make every effort to return your call as soon as possible, and typically on the same day you make it, except for weekends and after hours. In urgent matters, you can attempt to reach me at my office number and leave an appropriate message however, be aware that I may not be able to reply quickly. I will, upon your written request, exchange text messages with you solely for scheduling or canceling appointments. I will agree to this upon your request as a service to facilitate administrative communications. I do not believe that it is appropriate to communicate clinical material or any other treatment content, primarily because the best place to communicate these things is in scheduled appointments. In addition, while it is my understanding that text messages, themselves, are somewhat secure, there is no way to know who may view the messages once sent; messages often "appear" when phones are lying on tabletops and such. And finally, please do not send text messages concerning urgent clinical matters, as I sometimes do not view my phone for extended periods of time. In an emergency, please call 911 or an emergency hotline number. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

_____ initials

Acknowledgement

By signing below, Representative/Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Representative/Client has discussed such terms and conditions with me and has had any questions about its terms and conditions answered to Representative’s/Client’s satisfaction. Representative/Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Representative/Client agrees to hold Therapist free and harmless for any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

_____ initials

Client Name (please print)

Signature of Client (if Client is 12 or older) date

Signature of Representative (and relationship to Client) date

Signature of Representative (and relationship to Client) date

I understand that I am financially responsible to Therapist for all charges including unpaid charges by my insurance company or unpaid charges by any third-party payor.

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Client) date

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Client) date