



## **Psychotherapy Services Contract Office Policies & Informed Consent**

California law and professional ethics dictate that I provide clients with a disclosure at the beginning of our therapeutic relationship. You are free to ask questions and to discuss concerns regarding this form with me. Your feedback is welcome.

### **Welcome to A Mind, Body, and Soul Healing practice:**

This document contains important information about Paige O'Shea's professional services and office policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protection and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires that Paige O'Shea provide you with a Notice of Privacy Practices (the notice) for use and disclosure of PHI for treatment, payment and health care options. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information on greater detail. The law requires that Paige O'Shea obtains your signature acknowledging that she has provided you with this information. Although these documents are long and sometimes complicated, it is very important that you read them carefully. Please discuss any questions that you may have with Paige O'Shea.

**When you sign this document, it will represent an agreement between Paige O'Shea and you.**

## **Office Policies**

### **Description of therapy sessions:**

Therapy sessions are scheduled for 50 minutes unless otherwise indicated. To ensure the consistency and momentum necessary for change, I recommend that treatment clients make a commitment to **weekly** sessions. Typically, I recommend at least 3-6 months of treatment.

*Consultation and more specific, targeted individual, couples, or family therapy services may be shorter-term and less frequent than treatment services.*

**Initials** \_\_\_\_\_



### **Cancellation Policy:**

There is a required **24 hour (1- business days)** notice to cancel scheduled appointments. If you fail to cancel **24 hours** prior to your appointment, you will be required to pay a **No Show** fee of \$100 for the missed session.

### **Fees and Payment:**

\$200 per 50-minute individual therapy session  
\$200 per 50-minute couple and family therapy session

\$250 per 80-minute Extended individual therapy session  
\$200 per 80-minute Extended couple and family therapy session

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***For the first appointment, payment is due via cash or Paypal made out to Paige O'Shea, at or before the time of service.***

For subsequent sessions, payment will be accepted at the end of the session. With established clients who have been attending and will continue to attend regularly scheduled appointments, payment may be made weekly or monthly ahead of the sessions. A 2% late fee will be automatically applied after 30 days. In the event that a client has a bill that is more than 45 days past-due, sessions will be suspended until the balance is paid in full.

Fees are reassessed at the beginning of each calendar year. Fee increases may occur annually and will be no more than 10%.

I do not take insurance, however you may submit for reimbursement by your insurance plan. Insurance claims and reimbursement are your responsibility. Many PPO insurance plans will cover between 50% and 80% of mental health services if you seek reimbursement. Contact a representative of your insurance plan to find out about your mental health benefits. I will provide a receipt for filing your claim.

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### **Emergency Procedures:**

I am not available for emergencies. If you think that you are having a psychiatric emergency or need to speak to a mental health professional immediately, call the Ventura County Crisis Team: **1-866-998-2243, dial 911, or go to the emergency room.**



### **Communication:**

My business phone number is (805) 244-6691. For non-urgent matters, I will get back to you as soon as possible, usually within 24 hours during the week and less frequently on the weekends. There is no charge for brief telephone calls lasting between 5-10 minutes. Calls of 15 minutes in length or larger will be charged proportionally at my hourly rate (\$4.00 per minute).

### ***Electronic Communication***

Email will only be used for scheduling and not for personal counseling or conversations. **I check and respond to email once per business day, typically between 8:30am-9:00am.** I do not check or respond to email on weekends. If you need me to respond more quickly, please call and leave a voicemail message.

Email has significant limitations and confidentiality cannot be guaranteed. It is important to be aware that computers, unencrypted email and texts can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. If you communicate confidential or private information via unencrypted email or texts, I will assume that you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters.

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### **The Process of Therapy Evaluation:**

*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 active involvement, honesty and openness in order to change your thoughts, feelings, and/or behaviors. I will ask for your feedback and reflection on your 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 of anger sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc.*

I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This 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. 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, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited to, Psychodynamic, Jungian, Expressive, Family Systems and Cognitive-Behavioral.

**I do not provide custody evaluation recommendation, nor medication or prescription recommendation, nor legal advice, as these activities do not fall within my scope of practice.**

If you have questions about my procedures, please discuss them as they arise. If your doubts persist, I will be happy to help you find another mental health professional for a second opinion. Much as you are evaluating the therapeutic relationship, I will be evaluating the appropriateness of our work together. If I feel that the presented problem you have come to discuss would be better suited with a therapist that specializes in your treatment needs. I reserve the right to discontinue treatment (providing you with sufficient time to transition from our work together to work with your new therapist, if you desire) and provide you with appropriate referrals to other therapists.

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### **Discussion of Treatment Plan:**

Within a reasonable period of time after the initiation of treatment, I will discuss with you a working understanding of the problem, treatment plan, therapeutic objectives and a view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in employing them or about the treatment plan, please ask. 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 I do not provide, I have an ethical obligation to assist you in obtaining those treatments. Throughout treatment there will be opportunity to review your progress and update your goals. I will ask for your feedback and views on therapy and progress.

### **Termination:**

As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you referrals that you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, I will give you



referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist 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, I will assist you, if I have your written consent, in finding someone qualified and will provide them with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

### **Dual Relationships:**

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgement or therapeutic effectiveness or can be exploitive in nature. I will carefully assess before entering into a non-sexual and non-exploitive dual relationship with clients. Many clients know each other and me from the community. Consequently, you may bump into someone you know in the waiting room or into me out in the community. I will never acknowledge working with anyone without his/her written or verbal permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to me if the dual relationship becomes uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapy or the welfare of the client, and of course you can do the same at any time.

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### **Required Reporting:**

You have the right to confidentiality in your therapy with me. State Law and Professional Ethics require all mental health professionals to protect your confidentiality except for the following situations, in which we are required by law to file a report with the appropriate agency or authority:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. If there is a serious threat of physical harm or injury to a reasonably well-identified victim.
3. When the client communicates a threat to injure or kill herself/himself to the mental health professional.

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### **Confidentiality:**

*All information disclosed within sessions and the written records pertaining to these sessions **are confidential** and may not be revealed to anyone without your (the client's) written permission, except where disclosure is required by law.*

### **Couples and Family Therapy:**

In couples and family therapy, confidentiality and privilege do not apply between the couple or among family members. I will not release records to any outside party unless I am authorized to do so in writing by both partners or by all family members. On rare occasions, I may be contacted by one client expressing interest in revealing a secret to me that they do not want shared with members of their family or partner/spouse. This can lead to many ethical predicaments in terms of confidentiality. Therefore, I maintain a "no secrets" policy when working with couples. It is in a couple's best interest to have the individuals not keep secrets from each other over time. If one member of a couple reveals information about the relationship to me and indicates that this information is to be kept confidential from her/his partner, I will make an informed decision about whether keeping this information secret would be in the best interest of the couple and your goals. If it is determined that keeping this information secret jeopardizes the goals, I am under no obligation to keep this information confidential.

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### **Health Insurance and Confidentiality of Records:**

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 so instruct, I will only release the minimum necessary information to be communicated to the carrier.*

Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. I do not have control or knowledge over what insurance companies do with the information submitted or who has access to the 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 eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies computers and soon will also 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.

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### **When Disclosure Is Required by Law:**

The laws and standards of the therapy profession require that any records be stored in a locked cabinet or in secured electronic devices. All session notes, contact information, and any other client or treatment related documents will be kept in a locked and secured location, consistent with the laws and regulations for the storage of private health information.

*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 patient presents a danger to self, to others, to property, or is gravely disabled.*

Please be aware that any communication by cellular phone or e-mail cannot be guaranteed as secure and confidential communication.

### **When Disclosure May be Required:**

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 me. 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. I will use my clinical judgement when revealing such information. I will not release records to any outside party unless they are authorized to do so by **all** adult family members who were part of the treatment.

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### **Litigation**

I will not voluntarily participate in any litigation or custody dispute. I will not communicate with a client's attorney and will not write or sign letters, affidavits or reports to be used in a client's legal matters. I will not provide testimony or client records unless compelled to do so. Should I be subpoenaed to appear as a witness in an action involving a client, the client agrees to reimburse me for time spent for preparation, travel, court appearances, etc. at the hourly rate of \$375.



### **Confidentiality and Treatment of Minors:**

The consent of both parents is recommended at the onset of treatment. Involving both parents is usually in the best interest of the child. Please note that with joint legal custody, either parent has the right to terminate the child's treatment. In addition, both parents have the right to be informed of the child's treatment. Un-emancipated patients under 18 years of age 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 child, or to the child's physical safety or psychological well-being.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with minors (over age 12) and their parents about access to information.

This agreement provides that during treatment, I will provide parents with only general information about the progress of treatment, and the client's attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else or engaging in illegal activities in which I will notify the parents of such concerns. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle objections the child may have.

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### **Records and Your Right to Review Them:**

Both the law and the standards of the profession require that I keep appropriate treatment records. 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 I assess that releasing such information might be harmful in any way.

In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice.

### **Mediation and 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 the patient(s) and me. 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 Ventura County, 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, I 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 agency fees. In the case of arbitration, the arbitrator will determine that sum.

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**Your Agreement to the Above Terms and Conditions:**

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS CONTRACT AND UNDERSTAND AND AGREE TO ALL OF ITS TERMS. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES FORM.**

I have read carefully and understand these policies and procedures and am giving my informed consent to participate in counseling with Paige O'Shea, MFT and A Mind, Body and Soul Healing.

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**Client or Parent/Guardian (*if therapy is with minor*)**

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**Date**

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**Therapist Signature**

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**Date**