

## Office Policies, Informed Consent & General Information Agreement for receiving Therapy Services

*This form provides you, the client/couple, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive analysis.*

**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 written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED, OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent adult, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Functional Marriages Private Therapy, Inc (FMPT) that the client presents a danger to others. Disclosure may also 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 FMPT Inc. In couple 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. FMPT Inc. staff will use their clinical judgment when revealing such information. FMPT Inc. will not release records to any outside party unless authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where FMPT Inc. becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, we will do whatever we 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, we may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP to process the claims. If you so instruct FMPT Inc., only the minimum necessary information will be communicated to the carrier. FMPT Inc. has no control over, or knowledge of, what insurance companies do with the information we submit 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 hacking and unauthorized access. Medical data has also been reported to have

been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**LITIGATION:** Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure regarding many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting FMPT Inc. disclosure of the records, we will do our best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED, OR MAY BE REQUIRED BY LAW")

**CONSULTATION:** FMPT Inc. consults regularly with other professionals regarding our clients; however, each 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 unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes are vulnerable to such unauthorized access because servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on the laptops of FMPT Inc. is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. FMPT Inc. staff laptops are equipped with a firewall, a virus protection and a password. We back up all confidential information from computers on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to specific FMPT Inc. staff via unencrypted emails. Please notify FMPT Inc. if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential information via unencrypted email, texts or e-fax or via phone messages, we will assume that you have made an informed decision, we will view it as your agreement to take the risk that such communication may be intercepted, and we will honor your desire to communicate on such matters. **Please do not use texts, email, voice mail, or faxes for emergencies.**

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of FMPT Inc., a Marriage and Family Therapy Corporation, require that we keep treatment records for at least 10 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, FMPT Inc. retains

clinical records only if it is mandated by California state law. If you have concerns regarding the treatment records, please discuss them with your therapist. 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 FMPT, Inc. assesses that releasing such information might be harmful in any way. In such a case, FMPT Inc. 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, and upon your request, FMPT Inc. will release information to any agency/person you specify unless FMPT Inc. assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, FMPT Inc. will release records only with 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 your therapist between sessions, please leave a message at the answering service (562) 506-1833 and your call will be returned as soon as possible. FMPT Inc. staff checks messages a few times during the daytime only, unless they are out of town. If an emergency arises, indicate it clearly in your message and if you need to talk to someone right away call Long Beach Police Department Mental Health Evaluation Team Services: (562) 435-6711, 24-hour Suicide Prevention Hotline: (800) 273-8255 or the Police: 911. Please do not use email or faxes for emergencies. FMPT Inc. staff does not check emails or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay for services requested through our website ([functionalmarriages.com](http://functionalmarriages.com)) before the first scheduled appointment. Please notify FMPT Inc. if any problems paying for services arise via the Questions section of the website. **Currently, FMPT Inc. does not accept insurance nor do we advise on insurance reimbursement.**

#### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

Participation in therapy can result in several 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. Couples therapy requires your very active involvement, honesty, and openness to change your thoughts, feelings, and/or behavior. FMPT Inc. will ask for your feedback and views on your therapy, its 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. FMPT Inc. staff may challenge some of your assumptions or perceptions or propose diverse 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/Couples Therapy 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/couples therapy will yield positive or intended results. During therapy, FMPT Inc. is likely to draw on various psychological approaches according, in part, to the problem that is being treated and FMPT Inc. staff's assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. **FMPT Inc. staff provides neither custody evaluation recommendations nor medication or prescription recommendations nor legal advice, as these activities do not fall within our scope of practice.**

**TREATMENT PLANS:** Within a reasonable time period, after the initiation of treatment, FMPT Inc. staff will discuss with you our working understanding of the problem, treatment plan, therapeutic objectives, and our view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used during your therapy, their possible risks, therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, FMPT Inc. staff will assess if they can be of benefit to you. FMPT Inc. staff do not work with clients who, in our opinion, we cannot help. In such a case, if appropriate, we will give you referrals that you can contact. If at any point during psychotherapy/couple's therapy with an FMPT Inc. staff member and it is assessed that we may not be effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, FMPT Inc. will talk to the psychotherapist of your choice to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, FMPT Inc. will give you a couple of referrals that you may want to contact, and if we have your written consent, we will provide her or him with the essential information needed. **You have the right to terminate therapy and communication at any time.** If you choose to do so, upon your request and if appropriate and possible, FMPT Inc. will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the objectivity of a FMPT Inc. staff, their clinical judgment or can be exploitative in nature. FMPT Inc. will assess carefully before entering non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. FMPT Inc. will never acknowledge working with anyone without his/her written permission. FMPT Inc. will discuss with you the often-existing complexities, potential benefits and difficulties that may be

involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise FMPT Inc. if the dual or multiple relationship becomes uncomfortable for you in any way. FMPT Inc. will always listen carefully and respond to your feedback and will discontinue the dual relationship if we find its interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, FMPT Inc may conduct a web search on clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with us. We do not accept friend requests from current or former clients on social networking sites, such as Facebook. We believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**AUDIO OR VIDEO RECORDING:** Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by FMPT Inc.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 7 pages); I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Psychotherapist's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_