



## PRACTICE INFORMATION AND CONSENT

Welcome to Blue Mountain Counseling. This form contains important information about doing therapy with me, including policies, procedures, limitations, and some relevant legal issues. Please read it carefully, and make note of any questions you might have so we can discuss them. Your signature at the end of this form means that you understand and agree to work together under the conditions this form describes.

### Therapy

Therapy involves a significant investment of time, money, and energy. Unlike the treatment of most medical problems, therapy usually requires your active involvement, both during and between sessions, in order to be successful and to maximize these investments. Sometimes the process is uncomfortable or painful emotionally, going into areas of yourself or your life you might otherwise not choose to visit. There can be no guarantees, but research has consistently shown therapy to be helpful to most people.

I usually use the first few sessions to evaluate what you have presented to me and to determine whether I feel I can be helpful, and if so, in what ways. We also use this time to mutually assess whether there seems to be a working “fit” between us. If for any reason there is not, or if I do not feel I can be helpful, I will usually be able to refer you to several other professionals who might be able to meet your needs. In this way, the beginning is a mutual evaluation period. Very early on, I will present to you my sense of what you have told me, and my ideas on how we might approach the issues together. If we agree to work together—including an agreement on fees and payment methods—we will then construct a treatment plan with concrete treatment goals, together.

I meet with people for fifty minute sessions, usually once a week, though some situations call for meeting more or less frequently. I am also occasionally able to arrange longer sessions when necessary.

### Confidentiality

Everything you say to me is strictly confidential, and you control the confidentiality. I am not able to divulge anything about our work together, including the fact that you are seeing a therapist, without a signed release from you. This is the foundation of our relationship.

However, there are several exceptions to this confidentiality statement that affect all client/mental health professional relationships in California: if I determine that you are a danger to yourself or someone else; if I learn of the abuse of an elder, child, or other incompetent person; if you are a court-mandated client; or if a court of law subpoenas information, then I may be mandated to respond accordingly, even if that means breaking your confidentiality. These circumstances are very rare, and I will usually be able to fully discuss it with you should they occur.

Also, I periodically meet in peer consultation with other mental health professionals to discuss clinical issues. Client names are not used in these meetings, and all participants are also bound by the same mandate of confidentiality.

Finally, if you use insurance or other third party payors, they usually require that I inform them of your diagnosis, sometimes also requiring information such as your symptom list, treatment plan, and a progress report.

### Cancellation

If you need (or even might need) to change or cancel an appointment, call me as soon as possible. You can call my voice mail (415 567-7751) any time night or day. **I need 24 hours notice to change or cancel your appointment.** With less than 24 hours notice, or if you miss your appointment, I will need to bill you for the hour (though there are certain exceptions to this policy). I hold your appointment for you, and do not schedule any other clients or obligations that might conflict with your appointment. Without this amount of notice, it is usually very difficult to fill your time slot. Please note that insurance companies will not reimburse you for missed or late cancel appointments.

Though this is a standard doctor's office policy, I have also found this policy helpful with motivation during those times in treatment when we get to uncomfortable material. It is normal to resist in different ways, or to not feel like going to therapy during these periods. Those feelings usually signify that the treatment is doing its job and getting to the real



underlying material. These treatment phases are often opportunities for growth and real positive change, and as such it is important to be able to keep going during these times.

### **Fees and Payment**

We will discuss my fee in our first communications. In cases of financial hardship, I usually have a limited number of hours available on a sliding scale basis. Most people pay by check, cash, or credit card each session, unless otherwise arranged. (Please write your check before session.) I use Square for credit card payments, and need to add an additional 3% to the fee. Some people prefer to pay several sessions or a month in advance, which is also fine. For longer sessions, or for significant work that you have authorized outside of sessions (e.g., report writing, telephone consultations of significant length), I will charge on a pro-rated basis from your fee. If you have insurance or some other third party reimbursement plan, my policy is to have you be the one who gets reimbursed. I will provide you with regular statements that contain all of the codes and information that insurance companies need to reimburse you promptly. We will also review our fee annually or as needed to address changes in circumstances, as well as to accommodate cost of living increases.

### **Contacting Me: Between Sessions, Vacations, Crises**

I am not set up for immediate or 24 hour access. I check my voice mail several times throughout each work day, and two to three times each weekend day. If you call me and want or need me to respond soon, please say so in the beginning of the message. Sometimes, because of the high volume of messages, I cannot listen to each message all the way through the first time. I do take your messages very seriously, however, and am usually able to listen and respond within 24 hours.

In keeping with my emphasis on your activity between sessions, you can also e-mail me information to [jonathan@bluemountaincounseling.com](mailto:jonathan@bluemountaincounseling.com). If you e-mail me material that you would like me to try to read before our next session, leave me an email or a voice mail message to that effect, and I will do my best to do so. Except under very unusual circumstances, I will not initiate or respond by e-mail, but I will fully go over with you in session anything you send me. You are also free to use my fax (866 295-5532) in the same way.

When I am on vacation, I will give you the name and contact information of the covering clinician to contact if necessary.

In cases of emergency, if you cannot reach me, the next step should be to call your family physician and/or 911, or the nearest hospital emergency room, and ask for the psychologist or psychiatrist on call.

### **Minors and Parents**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. They should also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any patient between 14 and 18 and his/her parents allowing the therapist to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions.

### **Professional Records**

The laws and standards of our profession require that I keep Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record, if you request it in writing (except in unusual circumstances where disclosure could or would physically endanger you and/or others; or makes reference to another person [unless such other person is a health care provider] and your therapist believes that access is reasonably likely to cause substantial harm to such other person; or where information has been supplied confidentially by others). Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in your therapist's presence, or have them forwarded to another mental



health professional so you can discuss the contents. If your request for access to your records is refused, you have a right of review (except for information supplied confidentially by others), which I can discuss with you upon request.

### **Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting an amendment to your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice of Privacy Policy form which discusses my privacy policies and procedures. I will be happy to discuss any of these rights with you.

### **Medication/Psychiatric Consultation**

I do not turn to psychiatric medication as a first option in the treatment of most mental health issues. I usually like to see how the problems respond to therapy first. But I have seen that in some cases, the combination of therapy and medication can be helpful. (Research consistently shows that when medication is indicated, the combination of medication and therapy is more effective than either one alone.) Many people have very strong feelings about psychiatric medications. If I feel we should consider this option, we will be able to discuss the matter fully, and the decision will always be yours. I have several very good psychiatrists to refer to if we choose that route.

### **Conclusion**

I think the period when we go to therapy can be one of the most important and gratifying times in our lives. I assume that something very significant is not working for you as well as it could, and that you are motivated to work with a therapist to make a positive change in your life. **I look forward to working with you.**

To remind you, your signature means that you have read and understand this form, and agree to work with me under the terms and conditions this form describes. Feel free to ask me any questions about his material, or to ask for a copy of this form.

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Client Signature

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date