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INFORMED CONSENT FOR TREATMENT AGREEMENT

THE PSYCHOTHERAPY PROCESS: BENEFITS, RISKS, AND ALTERNATIVES TO TREATMENT

Welcome to my psychotherapy practice. Psychotherapy occurs within a relationship that is close and personal, yet one that also needs to be professional in order to be beneficial. Clarifying professional boundaries will help facilitate the therapeutic process. This document contains important information about my professional services and business policies.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and the client, and the particular problems you bring forward. Progress and success can also be influenced by your motivation, effort, and other life circumstances, such as your interactions with family, friends, and significant others. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Therapy is an opportunity to understand more deeply the problems you are experiencing and to make important changes. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

While the benefits of therapy are well known, some risks do exist. Some of the risks of therapy include, but are not limited to, the following. You may experience uncomfortable, distressing or unwanted feelings, such as unhappiness, sadness, guilt, anger, frustration, loneliness, and helplessness. These are a natural part of the process of therapy and are often essential for change. Important personal decisions are often made as a result of therapy, and these decisions are likely to produce both new opportunities and unique challenges. This can affect your relationships with others. For example, sometimes a decision that is positive for one family member may be viewed negatively by another family member. There are no guarantees regarding therapy outcome; however, your commitment to the process can contribute greatly to a positive result.

I consider our first few sessions to be an initial consultation for both of us. By the end of this evaluation period, I will be able to offer you some first impressions of what our work will involve and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own sense of whether you feel comfortable working with me. During this evaluation period, we can both consider whether I am the best person to provide the services you need in order to meet your treatment goals. Therapy involves a significant commitment of time, money, and energy. As such, you should take your time to find a good fit with a therapist. I do not agree to work with clients who, in my opinion, I do not believe I can provide with the best treatment approach to meet the client's needs. In such cases, I will provide you with referrals to other providers in the community. You, of course, also have the right to terminate the therapeutic relationship at any time.

APPOINTMENTS

My sessions typically last for 50-60 minutes and clients usually come to therapy one time a week, although some sessions may be longer or more frequent. If we agree to work together, then we will choose a time to meet that will be set aside for you on a regularly scheduled basis. That therapy hour will be considered your time. If you know that you will be late for a session, please call me or text me in advance at my practice phone number, 760.688.9364. Since I tend to make appointments well in advance, I require 24-hour notice for the cancellation of a session. You will not be charged for appointments that are cancelled 24 hours in advance of the scheduled session. If, however, you do not call or text to cancel, or cancel less than 24 hours in advance, you will be billed the full contracted appointment payment rate for the missed session. Any exceptions to this cancellation policy will be at the sole discretion of this therapist.

TELEHEALTH PRACTICE

Tele-therapy (also known as distance counseling, video counseling, or telephone counseling) is the use of electronic communication to conduct psychotherapy services. I offer tele-therapy via secure video or cellular phone, if necessary. I use "Doxy.me," an online, HIPAA-compliant, secure video service for video sessions. Both video and phone communication inherently involve certain risks. Although I take precautions to ensure confidentiality and privacy of all video or phone sessions, no communication conducted electronically is 100% secure. In order to increase security, I suggest that you only use a WiFi network that is secure via password protection (no public WiFi) and that you ensure that your physical location is private and free from distractions. There will be no recording of any of the online/phone sessions. Therapy conducted online or over the phone is technical in nature and problems with reception, internet connectivity, hardware, or software may occasionally occur and therapy sessions may be interrupted. Any problems with internet availability or connectivity are outside my control and I make no guarantee that such services will be available or work as expected.

PROFESSIONAL FEES, BILLING, AND PAYMENTS

My current fees for psychotherapy session are as follows: \$330 for 60-minute appointment; \$247.50 for 45-minute appointment; \$165 for 30-minute appointment; and \$82.50 for 15-minute appointment. In addition to psychotherapy sessions, I charge these amounts for other professional services you may need. Other services might include report writing, telephone conversations lasting longer 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, then you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$330 per hour for preparation and attendance at any legal proceeding.

You will be expected to pay for each session by debit/credit card or FSA/HSA card. I request that my clients complete a credit card authorization form to maintain on file. Payments will be processed by this practice on the Square App as a courtesy to clients. Should there be any payments made by personal check, there will be a \$25 service charge for all returned checks. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a temporary fee adjustment or payment installation plan.

In the unlikely event that payment is not made in a timely manner, you will receive the appropriate invoice and multiple notices until the account is paid off. Then, if payment is still not received, the use of a collection agency may become necessary. In most collection situations, the only information I release regarding a client's treatment is the client name, the nature of services provided, and the amount due.

If you have insurance coverage, then please check with your insurance plan carrier to determine: 1) what outpatient mental health coverage is available to you, 2) if there is an annual deductible you must meet and what, if any, co-payment is due at time of session, and 3) if you need a referral from your physician indicating your need for psychotherapy. After services are rendered, I will then submit a claim to your insurance company on your behalf for payment for the insurance-rendered costs. Established co-payments will typically be processed within the week of services rendered, and deductible plan payments will typically be processed upon receipt of insurance-provided Explanation of Benefits statements and email notification made to clients. Please note that you are ultimately responsible for full payment of your fees, not your insurance company. If the insurance company does not reimburse for your psychotherapy services, if you do not show for your scheduled appointment, or if you do not provide at least 24-hour notice to cancel the appointment, then you will be responsible for any outstanding fees owed.

NO SURPRISES ACT/GOOD FAITH ESTIMATES

In accordance with federal law, I will provide self-pay clients with a Good Faith Estimate (GFE) prior to their first psychotherapy appointment and as necessary to best reflect the current treatment plan. Per the law:

- You have the right to receive a Good Faith Estimate explaining how much your mental health/behavioral health care will cost. Under the law, health care providers need to give clients who do not have insurance or who are not using insurance an estimate of the bill for services.
- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency services.
- You will receive a Good Faith Estimate in writing at least 1 business day before your healthcare service. You can also ask your health care provider for a Good Faith Estimate before you schedule a service.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises

CONTACTING ME

I can be reached by email, phone call, or text message. I am often not immediately available by telephone, since I am often engaged with other clients during business hours. When I am unavailable, my telephone is answered by confidential voicemail that I monitor frequently. I check my voicemail several times a day during weekdays with the last time around 6pm. Please leave a voicemail message for me, including your telephone number and several good times to reach you. If you are unable to reach me and feel that you cannot wait for me to return your call, then please call the San Diego Access

and Crisis Hotline (888) 724-7240 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call.

CONFIDENTIALITY

The confidentiality of communications between a client and psychologist is essential and, in general, is protected by law. Information disclosed between a client and a psychologist and the written record pertaining to that information is confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure are described to you in the HIPAA Notice of Privacy Practices that you received with this form. The following outlines when a psychologist can breach a client's confidentiality according to California state law.

If You Are a Danger to Other. If, in my professional judgment, I have reasonable cause to believe that you may pose a serious danger of violence to others or if you communicate to me that you may harm a reasonably identifiable person, then I am required by law to warn the intended victim and notify the police. I am also be obligated to have you evaluated for hospital treatment.

If You Are a Danger to Yourself. If, in my professional judgment, I have reasonable cause to believe that you may be a danger to yourself, then I am allowed to contact people you know to inform them of this, and I may also contact the police to check on your welfare. I may also be obligated to have you evaluated for hospital treatment.

If You Are Gravely Disabled and Are Unable to Take Care of Yourself. If you are gravely disabled because of a mental disorder and are unable to provide for your basic needs for food, clothing, and shelter, I am required to ensure that you receive the help you need. I may also be obligated to have you evaluated for hospital treatment.

Abuse of a Child, Elder, or Dependent Adult. I am required to file a report with the designated agency if I suspect that you or someone else is abusing or neglecting a child, a dependent or disabled person or an elderly adult (age 65 or older).

If any of the above situations arise and I determine that you need outside help, then I will talk with you in advance, whenever possible, so that we can work together to obtain the assistance that you need. I have both an ethical and a legal responsibility as a therapist to take action to protect you and other persons from harm when my professional judgment indicates that such a danger exists.

Several other circumstances may require me to share information about you and your treatment with other people:

If You Are Involved in Legal Proceedings. In most legal proceedings, you have the therapist-client privilege to protect information about your treatment. However, certain court proceedings may limit your ability to maintain confidentiality. If you are engaged in a legal action, then you may choose to consult with your legal counsel about your rights to confidentiality.

When Treatment or Evaluation is Done for Another Party. When treatment or evaluation is

done for another party, or if evaluations are performed as part of any court procedure, information about you can be released.

When a Third Party is Paying. When a third party is expected to pay for some portion or the entire cost of services, information necessary to obtain reimbursement may be released.

If I Seek Consultation from Another Professional. I make every effort to conceal the client's identity if I seek consultation from a supervisor or another professional about a client. The professionals with whom I consult are also legally bound to maintain confidentiality.

If You Are a Member of a Therapy Group That I am Facilitating. In the event that group therapy services are provided, the therapist involved in conducting the group therapy cannot be held responsible for a breach of confidentiality on the part of the peer group members.

I honor your rights to confidentiality. Please feel free to speak with me if you ever have any questions or concerns that you would like to discuss.

RELEASE OF INFORMATION

In order to more appropriately provide care, it may be important for me to speak to or obtain information from any previous or concurrently treating professionals. If so, then I will obtain your permission in writing on a Release of Information form before speaking with anyone.

PROFESSIONAL RECORDS

I am required by the laws and standards of my profession to keep treatment records. If you are involved in litigation or if you apply for insurance coverage, I may receive a request for records. If I do, then I will discuss the request with you, and in most cases, can provide a summary rather than copies of my actual records. However, if my records are required by a court of law, I am legally required to provide them.

You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, then I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests as well as for copies made.

ENDING THERAPY

Ideally the decision to end therapy will involve a mutual assessment of your needs, a review of your progress, and the selection of an agreed upon ending date. If you feel that you are ready to end treatment, or if you are concerned or dissatisfied with our work, then I ask that you please raise these matters in session so that we may fully discuss them.