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415-529-6560

OUTPATIENT SERVICES CONTRACT

INFORMED CONSENT, DISCLOSURE, AND LIMITS OF LIABILITY

Welcome to my practice. This document contains important information regarding my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychological Services:

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient, and the particular problems you bring forward. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part.

Therapy sessions carry both benefits and risks. Therapy can significantly reduce the amount of distress someone is feeling, improve relationships, and/or resolve other specific issues. However, these improvements cannot be guaranteed. Experiencing uncomfortable feelings, discussing unpleasant situations and/or aspects of your life are considered risks of therapy sessions. Additionally, therapy can result in changes that were not originally intended and in rare cases, a condition may worsen. You are entitled to ask questions about all aspects of your treatment at any time.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Office Procedures:

Individual therapy sessions are scheduled for one 50 minute session per week, although some sessions may be more frequent. As a standard business practice, each appointment ends 50 minutes from the scheduled start of the appointment, regardless of your arrival time. I am not able to extend sessions since appointments begin on the hour.

To ensure the consistency necessary for change, I ask clients to make a commitment to weekly sessions. Twice weekly sessions may be recommended if indicated. Typically, I recommend at least 3-6 months of treatment.

Claire Sebastian, LCSW is a sole proprietor. I am in business for myself, and I am not engaged in a partnership, a joint venture, a professional corporation, or any other form of business organization with other practitioners. Though I share office space with other mental health providers, I am completely independent in providing you with clinical services and I alone am fully responsible for those services. My professional records are separately maintained and no one can have access to them without your specific, written permission.

Fees and Payment:

My hourly fee is \$175 per 50-minute individual therapy session. For 80-minute family therapy sessions, I charge \$225.

My hourly rate is also \$175 for other services including 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. For time spent on services lasting less than one hour, I will break down the cost accordingly. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty and impact on my business of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.

For simplicity and security, I am using Ivy Pay to process client payment. Ivy Pay is a HIPAA-secure, PCI-protected payment service that allows you to pay your therapist by saving a credit, debit, HSA or FSA card on-file. Ivy uses advanced security systems and data encryption to protect information, as well as safeguard against unauthorized transactions and access to personal or financial information. Industry standard SSL encryption is active on every page of the Ivy Pay system. This is the same encryption technology used by banks and brokerages to safeguard financial information.

On request, I will provide you with a "Super Bill" so that 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 containing the information that insurance companies typically require for filing claims.

Cancellation Policy:

I understand that at times, it is necessary to cancel an appointment. If you must cancel, there will be no charge for an appointment cancelled 24 hours in advance of the scheduled time. If you would like to reschedule, I will make every effort to fit you into my schedule. Any appointments cancelled with less than 24 hours notice will be charged the regular per-session rate of \$175.

Contacting Me:

Every effort will be made to assist you, especially during crisis. However, I am often not immediately available by telephone and there may be times when contacting you won't be possible. Therefore you must agree to call your physician, call 911, or go to the nearest hospital Emergency Room for assistance, any time you suspect you are in crisis.

For non-urgent matters please leave a message on my voice mail and I will get back to you as soon as possible, usually within 24 hours during the week, with the exception of weekends and holidays. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Electronic Communication:

Email will only be used for scheduling and not for personal counseling or conversations. 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. In addition, it violates your confidentiality to communicate with me via any form of an on-line social network such as Facebook.

Confidentiality:

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, an elderly person or disabled person is being abused, I must file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to themselves or to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient 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.

I am obliged to report instances where a patient states that he or she has downloaded, streamed, or accessed through any electronic or digital media depictions in which a child is engaged in an act of obscene sexual conduct.

Finally, I am obliged to report my knowledge of a person who has in his or her possession or under his or her custody or control, or purchase or receive, or who attempt to purchase or receive, any firearms whatsoever or any other deadly weapon for a period of five years if, on or after January 1, 2014, he or she communicates serious threat of physical violence against a reasonably identifiable victim or victims. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals – either as individuals or in a consultation group - about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant(s) is/are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

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 at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not your attorney.

Professional Records:

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice, 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, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

Minors:

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. Finally, according to California law, I may refuse to provide verbal reports or records to parents of minors if I think that doing so will damage my relationship with my patient or to expose my patient to increased risks of physical or emotional harm.

Disclosure Regarding Divorce and Custody Litigation:

If you are involved in divorce or custody litigation, the therapist role is not to make recommendations to the court concerning custody or parenting issues. By signing this Disclosure Statement, you agree not to subpoena your therapist(s) to court for testimony or for disclosure of treatment information in such litigation; and you agree not to request that your therapist(s) write any reports to the court or to your attorney, making recommendations concerning custody.

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 \$300. The court can appoint professionals, who have no prior relationship with family members, to conduct an investigation or evaluation and to make recommendations to the court concerning parental responsibilities or parenting time in the best interests of the family's children.

Treatment Termination:

Ideally, therapy ends when we agree your treatment goals have been achieved. However, additional conditions of termination can arise including legal or ethical circumstances that warrant termination. In these cases appropriate referral(s) will be offered. If at any time during the course of your treatment I determine I cannot continue, I will terminate treatment and explain why this is necessary.

Notice of Licensure:

To facilitate consumers in receiving appropriate psychological services, all licensees and registrants are required to post the Notice below in a conspicuous location in their principal business office. Since I sublease space, I am including that Notice in this Contract:

My License No. LCSW73493, has been issued by:
State of California
Board of Behavioral Sciences
1625 N. Market Blvd., Suite S-200
Sacramento, CA. 95834
(916) 574-7830

AUTHORIZATION TO COMMENCE PSYCHOTHERAPY

In addition to being a clinical process, therapy involves a professional arrangement, regulated by laws, ethics, your rights as a client, and my standard business practices.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signature

Today's Date

Printed Name

Relationship to patient, if patient is a minor