

INFORMED CONSENT AND SERVICE AGREEMENT

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PLEASE READ THIS CAREFULLY

I will answer any questions you might have. You should not consider your communication with me legally protected or confidential until you are told by me that your communication is protected or until you are told that you are a client or patient.

The information that follows applies only to Anthony Phan's practice. Please note that I use the word "provider" and "I" to cover all "Services Provided". Please let me know if you have any questions before you sign or agree to the terms of this document.

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about which insure your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist I have corresponding responsibilities to you.

SERVICES AGREEMENT: For Anthony Phan LMFT

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections 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. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of the first session if possible. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on; if there are obligations imposed on me by your health insurance in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Treatment Information

CONFIDENTIALITY RIGHTS AND LIMITS TO THESE RIGHTS

Confidentiality is a legal protection and assurance of your right to privacy to the fullest extent allowable under Federal and California Statutes. Psychotherapy, assessment and associated services that are related to diagnosis, evaluation and treatment services provided by licensed professions are confidential and protected in accordance with state law pertaining to the practice of psychology. This means that patients have a legal right to keep their records and treatment private. Confidentiality does not apply if you are not my patient or client. Confidentiality applies to an established service relationship. It does not apply until you are told that you are a client or patient. With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time.

You are also protected under HIPAA. This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you (for example faxing billing information), it will be done with special safeguards to insure confidentiality.

I may find it helpful at times to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient, and I never use patients' names or identifying information in such discussions. The other professionals are also legally bound to keep the information confidential. I will note such consultation in your clinical record. You should be aware that I practice with other mental health professionals in the office and that I employ administrative staff. In most cases, I need to share your protected information for the purposes of billing. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice. Except for the purposes of billing and administration.

The following are legal exceptions to your right to confidentiality, where I am permitted or required by state or federal law to disclose information without either your consent or Authorization:

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. If you are involved in or contemplating

litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

If a patient files a worker's compensation claim, he/she automatically authorizes me to release any information relevant to that claim.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

If I have a good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

If I have reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.

If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I would explore all other options with you before I took this step. If at that point, you were unwilling to take steps to guarantee your safety, I would call the crisis team.

The next item is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of couples therapy, what you say in those individual sessions will be considered to be part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

If any of these situations arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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 you may have now or in the future. The laws governing confidentiality can be quite complex and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

TREATMENT POLICIES

Services Provided. Services provided include psychological assessments and evaluations, assessment based interventions, psychotherapy and client

education. No service will be provided without your consent. Consultation and education may also be provided for school, educational placements and related activities.

Treatment is Optional and Not Required. Psychotherapy and assessment services are not required. I do not work with people who are forced to seek treatment by others. You are free to limit or end treatment at any time.

Consultation. From time to time your provider may find it necessary or helpful to consult with other professionals about their work with you. I believe in using a team approach when necessary. I will discuss this possibility with you in advance. Your provider will do this in order to insure that I am providing the best possible service. Consultations are a routine part of professional practice and are considered confidential unless you are not a client. They will be bound by the same laws and ethical standards. Please tell me immediately if you have any questions or if you do not want me to consult with outside resources or experts.

Multiple Relationships. From time to time it is possible that we may “bump” into each other in a setting outside of the therapy office. I do not acknowledge working with anyone without their permission. I do not discuss anyone without their permission and without a purpose that would be helpful in their case. I cannot anticipate when or where you might see or interact with me. It is my policy to not harm a patient, to not exploit a patient relationship and to insure that I can provide a reasonable standard of care. I do not have social or sexual relationships with current clients or former clients because to do so would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

Time Parameters. Traditional mental health services offer 45 and 50 minute appointments one or two times a week for individual appointments. Family and group therapy are traditionally 1 ½ or 2 hour appointments. My work is designed to be short term, although more complicated problems may require services for a longer period of time. I provide intensive services to address problems. Crisis and severe problems may involve referral to in-patient facilities. I will make every reasonable effort to be available for existing patients who require emergency services. I may not be available due to illness or prior commitments. I will make a reasonable effort to notify patients in advance. If you require immediate emergency services or are encountering a medical emergency, you should contact your nearest emergency room, urgent care facility, or your family doctor.

Cancellations. I request 24 hours' notice of any cancellation. Failure to cancel an appointment may result in others not receiving the help they need or want. Your appointment times may be given to another patient if you fail to come to an appointment.

Risk of Life Changes. Therapy, counseling, consultation and education services may have a profound impact. In most cases, there is improvement without unexpected problems. However, it is possible that there may be no change, problems, or a disruptive change. For example, couples in conflict may decide to divorce. Children may become resistant to changes that you are making in your approach to parenting. Unexpected changes or results sometimes occur and cannot be predicted. I will make a reasonable effort to discuss the potential impacts, good or bad, that may result from the changes you make in your life as a result of therapy. Please ask questions if you have any concerns.

Consent of Minors. I do not offer or provide services to minors without the permission of both parents, court order or legal guardian. Minors who are 14 or older can seek treatment without parental consent. It is my policy to work with children only when the parents are involved. I will not work with a minor who objects to my work with their parents as well. Patients under 14 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, for children between 14 and 18, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment Anthony Phan LMFT will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Anthony Phan LMFT will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless Anthony Phan LMFT feels that the child is in danger or is a danger to someone else, in which case, she will notify the parents of her concern. Before giving parents any information, Anthony Phan LMFT will discuss the matter with the child, if possible, and do her best to handle any objections he/she may have.

Legal Issues. Anthony Phan LMFT will not provide legal advice or services. I may bring up issues for you to consider, but I recommend you seek legal opinions. Without mutual agreement and a contract for services, I generally do not provide assessments, or recommendations in support of legal actions such as child custody, competency, evaluations, law suites or criminal charges. Please notify me immediately if you are involved or may become involved in a legal or criminal matter.

Contacting Your Provider. Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office during business hours, I do not answer the phone when I am with a patient. When I am unavailable, my telephones are answered by answering machines and voicemails which I monitor frequently. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. In emergencies, you may reach me by cell phone at **(424)341- 2597**. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest hospital emergency room and ask for assistance regarding a mental health emergency. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Professional Records. You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes 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 toward those goals, your medical and social history, your treatment history, any past treatment records I receive 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. Except in unusual circumstances that involve danger to yourself and others (for which I will provide you with an accurate and representative summary of your Record), you may examine and/or receive a copy of your Clinical Record, if you request it in writing. 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 my presence, or have them forwarded to another mental health professional so you can discuss the contents. (I am sometimes willing to conduct this review meeting without charge). In most circumstances, I am allowed to charge a copying fee of \$5.00 per page (and for certain other expenses). I do not transmit patient records via electronic service. If I refuse your request for access to your Clinical Record you have a right of review, which I will discuss with you upon request. In addition I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be injurious to you.

Patient Rights. HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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 form, and my private policies and procedures. I am happy to discuss any of these rights with you.

FEES AND PAYMENT POLICY

I bill insurance companies for you. You are responsible for paying your session fees each week unless we have made firm arrangements in advance. My session fee is \$150.00. for 50 minutes individual psychotherapy, and \$150.00 for couples/family therapy per hour. If we decide to meet for a longer session, or for me to attend a meeting away from the office, I will bill you a prorated hourly fee. Attendance at student IEP meetings or other consultations are not billable to your insurance, and you will be responsible in full for payment in such cases. Emergency phone calls of less than 10 minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than 10 minutes of phone messages in a week, or if I spend more than 10 minutes reading and responding to correspondence from you during a week, I will bill you on a prorated basis for the time. This is also not billable to insurance, and must be paid directly by the patient. If a fee raise is approaching I will remind you of this well in advance. Payment for services are by cash or personal check . I accept insurance deductibles and co-payments.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of

each calendar year if it applies and any co-payment. You must arrange for any pre-authorization necessary. I will make every effort to assist with authorization of treatment. I will bill directly to your insurance company via electronic means for you once a month. You must provide me with any forms, completely filled out as needed, your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you, you are responsible for paying me that amount at the time of your next appointment. I do not permit clients to run a bill with me. I cannot barter for therapy. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency. Payment is due for all assessment, diagnostic and testing services *regardless of the outcome of such services*. This means that you are paying for me to administer, score and interpret such tests, and not for a specific outcome.

I also help patients seek re-imburement from their insurance in the event that I am not a panel provider for their insurance company. As a service to you, in the event that I do not accept your insurance, I will provide you with a billing statement that you can provide to your insurance company or payer, but I do not guarantee such benefits or the amounts covered, and I am not responsible for the collection of such payments. In some cases insurance companies or other third-party payers may consider certain services are not reasonable or necessary or may determine that services are not covered. This is common, especially if I am providing services for problems that are not directly related to a mental health disorder. In such cases, the person responsible for payment is responsible for payment of these services. I charge clients and patients a reasonable and customary rate for this area and my level of training and education. Clients and patients are responsible for payments regardless of any third party or insurance company's determination of usual and customary rates.

The Person Responsible for Payment will be financially responsible for payment of therapy services. This person is responsible for paying funds prior to or at the time services are provided. If services are terminated and treatment is no longer necessary, any balance of funds for services will be refunded. Normally this will be within 30 days.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.

Your signature below indicates that you have read the information in this

document and agree to abide by its terms during our professional relationship.

Patient Name: _____

Patient Signature: _____

Date: _____

Patient Name: _____

Patient Signature: _____

Date: _____