

**CLIENT INFORMATION FORM**

**Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_/\_\_\_/\_\_\_

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Telephone:**

**Home:** \_\_\_\_\_ **Message may be left at this number** \_\_\_ Yes \_\_\_ No

**Work:** \_\_\_\_\_ **Message may be left at this number** \_\_\_ Yes \_\_\_ No

**Cell:** \_\_\_\_\_ **Message may be left at this number** \_\_\_ Yes \_\_\_ No

**Referred By:** \_\_\_\_\_

**Emergency Contact (name and telephone):**

\_\_\_\_\_

**Past/Present Counseling/Psychotherapy/Psychiatric Hospitals:**

1. **Therapist/Duration/Reason:** \_\_\_\_\_

2. **Therapist/Duration/Reason:** \_\_\_\_\_

3. **Therapist/Duration/Reason:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Office Policies & General Information Agreement for Psychotherapy Services

**This form provides you (patient) with information that is additional to that detailed in the Notice of Privacy Practices, and it is subject to HIPAA pre-emptive analysis. (Revised 1/05)**

**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 (client's) written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property or is gravely disabled or when client's family members communicate to Dr. Smith that the client presents a danger to others.

**When Disclosure May Be Required:** Disclosure may 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 Dr. Smith. In couples' 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. Dr. Smith will use his clinical judgment when revealing such information. Dr. Smith will not release records to any outside party unless he is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where Dr. Smith becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he 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 he 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 in order to process the claims. If you instruct Dr. Smith, only the minimum necessary information will be communicated to the carrier. Dr. Smith has no control or knowledge over what insurance companies do with the information submitted 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 break-ins and unauthorized access. Medical data has also been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Dr. Smith to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Consultation:** Dr. Smith consults regularly with other professionals regarding his clients; however, 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 e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. E-mails in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, Dr. Smith's e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Dr. Smith's computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers onto CDs on a regular basis. The CDs are

stored securely off-site. Please notify Dr. Smith if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mail, cell phone or fax. Please do not use e-mail or faxes for emergencies.

**Records and Your Right to Review Them:** Both the law and the standards of Dr. Smith's profession require that he keep appropriate treatment records. 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 Dr. Smith assesses that releasing such information might be harmful in any way. In such a case Dr. Smith 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, upon your request, Dr. Smith will release information to any agency/person you specify unless Dr. Smith assesses that releasing such information might be harmful in any way.

**Telephone & Emergency Procedures:** If you need to contact Dr. Smith between sessions, please leave a message on his voice mail and your call will be returned as soon as possible. Dr. Smith checks his messages a few times during the daytime only, unless he is out of town. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, call 911. Please do not use e-mail or faxes for emergencies. Dr. Smith does not always check his e-mail or faxes daily.

**Payments & Insurance Reimbursement:** Clients are expected to pay the standard fee of \$150.00 per hour session at the end of each session, unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Dr. Smith if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the client and not to the insurance company. Unless agreed upon differently, Dr. Smith will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Smith can use legal or other means (courts, collection agencies, etc.) to obtain payment. Dr. Smith's fee is subject to change; however any changes will be discussed within a reasonable amount of time.

**Mediation & Arbitration:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Smith and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Sonoma County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Smith can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration the arbitrator will determine that sum.

**The Process of Therapy/Evaluation and Scope of Practice:** Participation in therapy can result in a number of 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. Psychotherapy requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. Dr. Smith 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. Dr. Smith may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This 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 may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes, another family member views a decision that is positive for one family member quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy Dr. Smith is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her 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. Dr. Smith provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment Dr. Smith will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Smith's expertise in employing them or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could

benefit from any treatment that Dr. Smith does not provide, he has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings Dr. Smith will assess if he can be of benefit to you. Dr. Smith does not accept clients who, in his opinion, he cannot help. In such a case he will give you a number of referrals, which you can contact. If at any point during psychotherapy, Dr. Smith assesses that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Smith will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Smith will assist you in finding someone qualified, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Smith will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual Relationships:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Smith's objectivity, clinical judgment or therapeutic effectiveness or can be exploitive in nature. Dr. Smith will carefully assess before entering into non-sexual and non-exploitative dual relationships with clients. San Francisco is a relatively small city and many clients know each other and Dr. Smith from the community. Consequently you may bump into someone you know in the waiting room or into Dr. Smith out in the community. Dr. Smith will never acknowledge working with anyone without his/her written permission. Many clients choose Dr. Smith as their therapist because they knew him before they entered into therapy and/or were aware of his stance on the relevant issues. Nevertheless, Dr. Smith will discuss with you, his client/s, the often-existing complexities, potential benefits and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to Dr. Smith if the dual relationship become uncomfortable for you in any way. Dr. Smith will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or the welfare of the client, and of course you can do the same at any time.

**Cancellation:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) 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. Most insurance companies do not reimburse for missed sessions.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, (total xx pages) I understand them and agree to comply with them:

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<b>Client name (print)</b>	<b>Date</b>	<b>Signature</b>
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<b>Psychotherapist</b>	<b>Date</b>	<b>Signature</b>
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## **HIPAA NOTICE OF PRIVACY PRACTICES**

**I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **II. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

### **III. HOW I WILL USE AND DISCLOSE YOUR PHI.**

I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

**A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. Unless I am required by law to get your written consent, I may use and disclose your PHI without your consent for the following reasons:**

**1. For treatment.** I may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care.

**2. For health care operations.** I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.

**3. To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. Example: I might send your PHI to your insurance company or health plan in order to get payment for the health care services that I have provided to you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office.

**4. Other disclosures.** Examples: Your consent isn't required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are

unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.

**B. Certain Other Uses and Disclosures Do Not Require Your Consent. I may use and/or disclose your PHI without your consent or authorization for the following reasons:**

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.** Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. If disclosure is compelled by the patient or the patient's representative pursuant to California Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.
5. To avoid harm. I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public.
- 6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.**
- 7. If disclosure is mandated by the California Child Abuse and Neglect Reporting law.** For example, if I have a reasonable suspicion of child abuse or neglect.
- 8. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law.** For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse.
- 9. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**
- 10. For public health activities. Example: In the event of your death, if a disclosure is permitted or compelled, I may need to give the county coroner information about you.**
- 11. For health oversight activities.** Example: I may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
- 12. For specific government functions.** Examples: I may disclose PHI of military personnel and veterans under certain circumstances. Also, I may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
- 13. For research purposes.** In certain circumstances, I may provide PHI in order to conduct medical research.
- 14. For Workers' Compensation purposes.** I may provide PHI in order to comply with Workers' Compensation laws.
- 15. Appointment reminders and health related benefits or services.** Examples: I may use PHI to provide appointment reminders. I may use PHI to give you information about alternative treatment options, or other health care services or benefits I offer.
- 16. If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena duces tectum (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
- 17. I am permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you.**
- 18. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law.** Example: When compelled by U.S. Secretary of Health and

Human Services to investigate or assess my compliance with HIPAA regulations.

**19. If disclosure is otherwise specifically required by law.**

**C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.**

**1. Disclosures to family, friends, or others.** I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven't taken any action subsequent to the original authorization) of your PHI by me.**

**IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

**These are your rights with respect to your PHI:**

**A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed.

If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

**B. The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

**C. The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience.

**D. The Right to Get a List of the Disclosures I Have Made.** You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years (the first six year period being 2003-2009) unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

**E. The Right to Amend Your PHI.** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be

made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

**F. The Right to Get This Notice by Email** You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

**V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

**VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at my phone # at 415-710-6729, or at my address: 1304 Castro Street, Suite B San Francisco, CA 94114.

**VII. EFFECTIVE DATE OF THIS NOTICE** This notice went into effect on April 14, 2003.

**I acknowledge receipt of this four (4 page) notice**

**Patient Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_