

INFORMED CONSENT FOR OUTPATIENT PSYCHOTHERAPY AGREEMENT FOR PSYCHOTHERAPY SERVICES

Stephen Mardell, MFT
California License: MFC 33517
30101 Agoura Court, Suite 204
Agoura Hills, CA 91301
Phone (818) 706-0040

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 written permission, except where disclosure is required by law.

- > Information may be released to designated parties by written authorization of clients or legal guardians.
- > When clients seek reimbursement for psychotherapy from insurance companies or other third parties, information, including psychological diagnoses, must be provided to the third party. In many cases, explanations of symptoms and treatment plans and, in rare cases, entire client records are also included. If health coverage is provided by an employer, the employer may have access to such information. Insurance companies usually claim to keep psychological diagnoses confidential, but may enter this information into national medical information databanks, where it may be accessed by employers, other insurance companies, etc., and may limit future access to disability insurance, life insurance, jobs, etc. Only the minimum necessary information will be communicated to the carrier. By signing this contract, you are consenting to a release of information about your case to your health plan for claims, certification and case management for the purpose of treatment and payment. Your therapist has no control or knowledge over what insurance companies do with the information or who has access to this information.
- > Psychotherapists are required to release information obtained from clients or from collateral sources (other individuals involved in a client's psychotherapy, such as parents, guardians, and spouses) to appropriate authorities to the extent to which such disclosure may help to avert danger to a psychotherapy client or to others, e.g., imminent risk of suicide, homicide, or destruction of property that could endanger others.
- > Psychotherapists are required to report suspected past or present abuse or neglect of children, adults, and elders to the authorities, including Child Protection and law enforcement, based on information provided by the client or collateral sources.
- > Others involved in a client's therapy are not therapy clients and have no therapist-client confidentiality.
- > If clients participate in psychotherapy in compliance with a court order, psychotherapists are required to release information to the relevant court, social service, or probation departments.
- > Psychotherapists are required to provide information in response to court orders and, in some cases, to subpoenas. In some kinds of proceedings, courts order the entire psychotherapy record to be provided.
- > Psychotherapists often consult with other professionals on cases and teach or write about the psychotherapy process, but disguise identifying information when doing so. Please indicate to your therapist if you wish to place restrictions on consultation, teaching, or writing related to your case.
- > Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist from others involved in your treatment therefore, clients under 18 cannot be assured of unconditional confidentiality from their parents.
- > Cell phone communications can be intercepted by third parties. This form of communication is reserved for urgent or time-sensitive matters.
- > Because of the nature of the Internet, confidentiality cannot be assured in un-encrypted e-mail messages therefore your use of such forms of communication constitutes implied consent for reciprocal use of electronic mail.

I have reviewed, understand, and agree to the stated policies regarding confidentiality_____

Initials

EMERGENCIES: You may telephone your therapist in an emergency. Your therapist is not always immediately available by phone and may not be available in the late evening. If unavailable, your call will be returned as soon as possible. If your therapist is unavailable, or you have an emergency, you should call 911; telephone a crisis line; or proceed to a psychiatric emergency facility. For emergency/crisis team services call: Los Angeles (800) 854-7771 Ventura County (800) 671-0887.

I have reviewed, understand, and agree to the stated policies regarding emergencies _____
Initials

PSYCHOTHERAPY FEE: Payment for service is made at the end of each session at the agreed upon fee determined by therapist and client. If utilizing your health insurance, fees will be determined by the therapist's contracted rate with the insurance company and co-pays will be collected at the end of each session. School meetings including travel time as well as school reports, letters, and phone consultations are billed at agreed upon hourly session rate. Letters, reports, written testimony, preparation of written documents, meetings, and phone consultations for legal proceedings initiated by you or others relating to your case are billed at \$175.00 per hour.

I have reviewed, understand, and agree to the stated policies regarding psychotherapy fees _____
Initials

ARBITRATION/MEDIATION AGREEMENT: I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law. *By signing this contract you are agreeing to have any issue of medical or psychological malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial.* It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently rendered, will be determined by submission to arbitration as provided by California law and in accordance with the rules of the American Arbitration Association, and not by lawsuit or resort to court process except as California law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

I have reviewed, understand, and agree to the stated policies regarding arbitration/mediation _____
Initials

SUBPOENA/COURT APPEARANCE: I am responsible for all fees (\$1,500.00 a day) incurred if Stephen Mardell is called to court on behalf of myself or my child. This includes but is not limited to Subpoena's by council representing client, mother, father, legal guardian, DCFS, minor's council, or other specified person/agency. Fees will be paid in full before court appearance.

I have reviewed, understand, and agree to the stated policies regarding subpoenas/court appearance _____
Initials

CONSULTATION: Your therapist consults regularly with other professionals regarding clients; however, patient's name and other identifying information is never mentioned. Your therapist is responsible for maintaining all professional standards set forth in the ethical principles of his professional association as well as the laws of the state of California governing the practice of psychotherapy and that he is liable for infractions of those standards.

I have reviewed, understand, and agree to the stated policies regarding consultation _____
Initials

CANCELLATIONS: I understand that my psychotherapist reserves an appointment time for me. I agree to call 24 hours in advance if I must cancel a session in order to allow my therapist to reschedule his time. If I provide less than 24 hours notice of a cancellation, unless a sudden medical emergency has occurred, I will pay the agreed upon regular weekly session fee. If utilizing my health insurance, I understand my insurance company will not reimburse for this expense and I will be responsible for paying the therapist at the normal contracted rate.

I have reviewed, understand, and agree to the stated policies regarding cancellations _____
Initials

