



Specialty Behavioral Health

OFFICE POLICIES AND GENERAL INFORMATION CONSENT FOR PSYCHOTHERAPY SERVICES AND AGREEMENT FOR SERVICES

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

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.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by 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 a client's family members communicate to James Carter, Ph.D. that the client presents a danger to others. Disclosure may also 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 James Carter, Ph.D. In couple 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. James Carter, Ph.D. will use his clinical judgment when revealing such information. James Carter, Ph.D. will not release records to any outside party unless he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where James Carter, Ph.D. 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 so instruct James Carter, Ph.D., only the minimum necessary information will be communicated to the carrier. James Carter, Ph.D. has no control over, or knowledge of, what insurance companies do with the information he submits 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 hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law 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 nor your attorney(s), nor anyone else acting on your behalf will call on James Carter, Ph.D. to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: James Carter, Ph.D. consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

Client Initials _____

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, 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 e-mails, texts and e-faxes that go through them. While your clinical treatment records are stored offsite on an encrypted database intended for such, James Carter's computer hard drives are not encrypted, and regular e-mails and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not email or text any information to your health care provider that you would not want to be included on a postcard that is sent through the Post Office. James Carter, Ph.D. offers you the option of sending encrypted email messages by accessing his website (www.sbh-sd.com) and clicking on the link for Online Appointments. James Carter's computers are equipped with a firewall, a virus protection, and a password. Also, be aware that phone messages generate a text message to James Carter's phone including only your phone number, and that voice messages are stored for up to 30 days after they are deleted on an offsite database that requires a password to access. Please notify James Carter, Ph.D. if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, James Carter, Ph.D. will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of James Carter's profession require that he keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, James Carter, Ph.D. retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with James Carter, Ph.D. 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 James Carter, Ph.D. assesses that releasing such information might be harmful in any way. In such a case, James Carter, Ph.D. 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, and upon your request, James Carter, Ph.D. will release information to any agency/person you specify unless James Carter, Ph.D. assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, James Carter, Ph.D. will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact James Carter, Ph.D. between sessions, please leave a message at the answering service (858) 752-3520 and your call will be returned as soon as possible, usually by the end of the following business day. James Carter, Ph.D. checks his messages a few times during the daytime only. There may also be extended periods of times (several weeks) when James Carter, Ph.D. may not be able to check his messages. If possible, James Carter, Ph.D. updates his answering service message to indicate that he will be away from work, and indicates a specific period of time. James Carter, Ph.D. does not provide emergency services because he is frequently not available to accept messages regarding emergencies and unable to respond to emergencies. If an emergency situation arises, and if you need to talk to someone right away, call 911 and explain your emergency to the operator, or call San Diego County Access and Crisis Line at 1-888-724-7240. The toll-free call is available 24-hours a day, 7-days a week (TDD for the hearing impaired: 619-641-6992). Please do not use email or faxes for emergencies. James Carter, Ph.D. does not always check his email or faxes daily, and does not check his phone after business hours, during weekends, and during times when he is away from work.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$150.00 per 45 minute psychotherapy session, or \$225.00 per one hour initial evaluation or one hour psychotherapy session, at the end of each session. Telephone conversations, site visits, writing and reading of reports, 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. The fee for participation in legal proceedings or preparing reports for legal proceedings is \$200.00 per hour. You may also elect to provide written pre-authorization for unpaid fees (including information needed to bill your credit card) so that fees unpaid by your insurance company can be billed to your credit card. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, James Carter, Ph.D. will submit invoices to your insurance company using billing software using the insurance information that you provided. 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, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. Please notify James Carter, Ph.D. if any problems arise during the course of therapy regarding your ability to make timely payments. If your account is overdue (unpaid) and there is no written agreement on a payment plan, James Carter, Ph.D. can use legal or other means (courts, collection agencies, etc.) to obtain payment.

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 James Carter, Ph.D. and the 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 should be submitted to and settled by binding arbitration in San Diego County, California 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, James Carter, Ph.D. can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's 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. James Carter, Ph.D. 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. James Carter, Ph.D. may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which 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 a decision that is positive for one family member is viewed quite negatively by another family member. 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, James Carter, Ph.D. may draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. James Carter, Ph.D. provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, James Carter will discuss with you 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, James Carter'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.

TERMINATION: As set forth above, after the first couple of meetings, James Carter, Ph.D. will assess if he can be of benefit to you. James Carter, Ph.D. does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy James Carter, Ph.D. either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, James Carter, Ph.D. 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, James Carter, Ph.D. will give you a couple of referrals that you may want to contact, 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 and communication at any time. If you choose to do so, upon your request and if appropriate and possible, James Carter, Ph.D. will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs James Carter, Ph.D.'s objectivity, clinical judgment or can be exploitative in nature. James Carter, Ph.D. will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. James Carter, Ph.D. will never acknowledge working with anyone without his written permission. Many clients have chosen James Carter, Ph.D. as their therapist because they knew him before they entered therapy with him, and/or are personally aware of his professional work and achievements. Nevertheless, James Carter, Ph.D. will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise James Carter, Ph.D. if the dual or multiple relationship becomes uncomfortable for you in any way. James Carter, Ph.D. will always listen carefully and respond to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) 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 Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them:

Client's Name (print) _____

Signature _____

Date _____

Client's Name (print) _____

Signature _____

Date _____

Psychotherapist's Name (print) _____

Signature _____

Date _____

Client Initials _____