

Therapeutic Contract

Valley Psychological Group Inc.
1011 17th St., Bakersfield, CA 93301
P: 661.327.4252 F: 661.327.3409



Part 1: The Therapy Process

Participating in therapy can result in a number of benefits to you, including a better understanding of your personal goals and values, improved interpersonal relationships, and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part and may result in your experiencing considerable discomfort. Change will sometimes be easy and swift, but more often it will be slow and frustrating. Remembering unpleasant events and resolving them through therapy can bring on strong feelings of anger, depression fear, etc. Attempting to resolve issues between marital partners, family members and other individuals can also lead to discomfort and may result in changes that were not originally intended. As part of the therapeutic process we may use a variety of techniques. Our theoretical perspective is a combination of family systems, cognitive-behavioral, psychoanalytic, insight oriented therapy, and pastoral counseling (at your request).

The therapeutic relationship is often a delicate interaction between the therapist and one or more individuals. As such, it requires a "good fit" and may take a few sessions to realize whether the relationship will work or not. The first two to three sessions are best termed an assessment period. During this initial assessment period we both decide what the main issues and problems are that bring you to "therapy." (1) We determine if we can work together, (2) and we establish a treatment plan and set goals. The remainders of the sessions we spend together are considered "therapy."

Part of this assessment period includes making sure that you are fully informed about the process. Only When all of your questions are answered and the contract is signed can we begin therapy.

Part 2: The Clients Rights

- 1)** You have the right to a confidential relationship with your therapist. Within legal limits, (see #4 below), information revealed by you during the course of therapy will be kept completely confidential and will not be revealed to any person without your written permission.
- 2)** Persons entering group therapy are made aware that all information shared by individual members of the group is confidential and may never be discussed outside the group sessions. Any breach of confidentiality outside the group sessions by any persons is unlawful per HIPAA and is not the responsibility of Valley Psychological Group or any of its staff. (Attachment: HIPAA notice of privacy practices. Health Insurance Portability and Accountable Act of 1996)
- 3)** If you request and your therapist agrees we can release any part of your records on file to any person you specify. Your therapist will tell you when you make your request whether or not the therapist thinks releasing that information to your specified agency or person might be harmful to you at any time.

4) Under certain legally defined situations, your therapist will have *the duty under penalty of law* to disclose information you revealed during the course of therapy to other persons without written consent. We are not required to inform you of this action if it occurs. These legally defined situations include:

a. If you reveal information to your therapist about active child abuse or neglect, elder abuse, or dependent physical abuse. We must make a report to protective services. When a perpetrator of child abuse is in contact with the minors and there is a **reasonable suspicion** that he/she may still be abusing minors we must report that information.

b. If you seriously threaten harm or death to another person, your therapist is required by California Civil Code section 43.92 to warn the intended victim and notify the appropriate law enforcement agencies. In certain circumstances your therapist may be required to report threats to an individual's property.

c. Under the new Patriot Act we may be required to turn over all records to the FBI without giving any notice to you at the time or in the future. This breach of confidentiality would come about only if you are under some suspicion of being a terrorist or collaborating with a terrorist organization.

d. If you are in therapy or being tested due to an order of a court or lawyer, the results of the treatment or tests ordered must be revealed to the court or lawyer.

e. If a court of law issues a legitimate subpoena, we may be required to divulge certain information to the court or an officer of the court. A subpoena is an order requiring an individual's attendance to testify at a specified time and place or make available books, records, and other items under the individual's control (subpoena duces tecum).

f. Even when issued by an attorney, a subpoena carries the same authority of the court and cannot be ignored.

g. If you are in a lawsuit where emotional harm is being claimed, the opposing side may subpoena your therapy records. We can notify you of this request and your signed consent is required.

h. Workman's Compensation Insurance can subpoena all your records including financial records of payments for your therapy. Your private insurance company may require progress notes, summary reports, and/or periodic reports or your progress treatment. We can notify you of this request and your signed consent is required.

i. Employee Assistance Program (EAP) is provided for employees through their place of employment. These programs are free to the employee and can refer employees to Valley Psychological Group. **No confidential records, reports, or communication will be provided to your employer.** Your EAP contact person can request only the dates of the scheduled appointment and whether or not the employee kept the appointment.

5) You have the right to ask questions about any of the procedures used in the course of your therapy. If you ask, your therapist will explain the customary approach and methods to you.

6) You have the right during the assessment period and/or during the therapy to choose NOT to receive therapy from Valley Psychological Group or from your therapist. If you choose this we will provide you with the names of other qualified professionals whose services you might prefer.

7) You have the right to terminate therapy with your therapist at any time without any financial obligation (other than those you have already incurred), legal or moral obligation. We have the right to terminate therapy with you under the following conditions:

a. When your therapist believes that therapy is no longer beneficial to you.

b. When your therapist believes that continuing to treat you would put the therapist or family in personal jeopardy of physical or emotional harm.

c. When your therapist believes that you will be better served by another professional we will recommend to you. If it is determined during the first 2-3 sessions that we cannot provide the help you need, you will be assisted in finding someone more qualified. If we have written consent form you, we can provide that professional with the essential information he/she requires.

d. When you have not paid for the last two sessions, unless special arrangements have been made through Valley Psychological Group, Inc.

e. When you have failed to show for your last two therapy sessions without a 24-hour notice of cancellation.

If any of these situations apply we will send a letter to your address of record in our chart that you supplied when first seen to inform you of our decision for termination of therapy. We will give you the names of several therapists from which you can select a therapist for your future counseling needs.

As life can bring unexpected circumstances, should we, for whatever reason, be able to continue your therapy, you may contact our office to discuss what would be best for you at this time.

Part 3: Fees and Length of Therapy

After the initial session, each session is approximately 45 minutes long. The number of sessions or length of time can only be determined on an individual basis and is mutually agreed upon by the client and therapist. As an initial estimate, an average number of sessions might be ten (10) 45 minutes sessions over the course of approximately six months. This is an approximate number of sessions and an approximate length of time.

Given the above paragraph, I agree to enter into therapy at Valley Psychological Group Inc. and to pay each co-pay (determined by your insurance company) prior to each session. If I am not covered by insurance I agree to pay the standard established cash fee determined by my income and family size and I must show verification. I am aware that group therapy fee is \$90.00 should this become part of my therapy. I am aware that I am responsible for the fee for a missed appointment or late cancellation that was less than 24 hours in advance and that this fee is not covered by my insurance. I am also aware of the \$25.00 returned check fee that is due by my next session date. These cash fees have been discussed with me. If I am covered by an insurance plan I am accepting responsibility for my insurance co-payment. I understand I am responsible to meet my yearly insurance deductible and will discuss any problems with your financial department.

I will make payments in cash, check, or credit card at the time of the therapy appointment, unless other arrangements have been made with Valley Psychological Group Inc. prior to my scheduled initial appointment.

The above fees can be discussed with my therapist and/or with staff at Valley Psychological Group Inc. at any time.

I understand that I can leave therapy at any time and that I have no financial, legal, or moral obligation to complete any future sessions that I miss without providing 24 hour notice and telephone time as outlined in part 5 of this contract.

Client or Representative Signature

Date

Part 4: Consent for Treatment

I authorize and request my therapist at Valley Psychological Group Inc. to carry out psychological examinations, assessments, diagnostic procedures, and/or treatments that are advisable and standard of practice now or during this course of my care as a patient. I understand the purpose of any procedure will be explained to me and be subject to my agreement. Any and all treatment recommendations will only be carried out with my understanding and verbal approval. Furthermore, I understand that maximum benefit will occur with consistent attendance and compliance with treatment as suggested by my therapist.

I understand that it is my responsibility to notify my therapist of my medication prescribed by my psychiatrist or physician. The provider has explained the risk and the side effects to me and I understand that I may request to stop medication at any time. I agree to discuss the decision to discontinue medication and the possible effects that may occur from this decision with my provider and my therapist before acting upon this decision. As we are typically dealing with complexities of human behavior and relationships, there can be no guaranteed outcome. In some instances, the outcome may possibly be worse than at the outset of treatment. I have read and fully understand this Consent for Treatment form.

Client or Representative Signature

Date

Part 5: Office Policies

Payment for Services

You are expected to pay for services at the time they are rendered unless arrangements have been made in advance. Please notify our financial department if any problem arises regarding your ability to make these payments.

HMO

If you are being seen under an HMO (mental health or medical) you are responsible for:

- a) Getting proper authorization from your HMO provider.
- b) Making your agreed upon co-payment for each visit
- c) Notifying Valley Psychological Group, Inc. of any changes in your primary or secondary insurance.

Cancellations

Since an appointment reserves the time specifically for you, a minimum of 24 hours notice is required for rescheduling or cancellation of an appointment. **There is a \$35.00 fee charged for all appointments missed** without such notification. Most insurance companies do not reimburse for missed appointments. If you call when the office is closed you may leave your cancellation notice on our voicemail, which provides the date and time of the call.

I agree to pay this amount in the event that I miss an appointment or fail to cancel 24 hours in advance of my scheduled appointment.

Client or Representative Signature

Date

Office Hours

Valley Psychological Group, Inc. office hours are: Monday-Friday, 8am to 5pm. After the initial assessment session some exceptions may be made under special circumstances to schedule an appointment after 5:00pm. The arrangement for this must be made in advance with the approval of the therapist.

Scheduling Future Appointments

Scheduling your second appointment can frequently take as long to get in as your first appointment. Following your initial appointment we would recommend that you schedule 2-4 follow-up appointments in advance. If it is critical that you get in sooner than you can schedule for the next available appointment(s) we suggest you check daily with the appointment desk (661.327.4252) for any cancellation vacancies.

Letters

Fees per page at \$15.00. Fees are also charged for copies of your chart (at your request), providing completed insurance and disability forms, or any other special form at the rate of \$15.00 per form.

Emergency Procedure

We are not an emergency response facility. An emergency is and unexpected event that requires immediate attention and can be a threat to your health and safety. If your situation is not urgent and can wait, please call and leave a phone message and we will return your call as soon as possible. If you call after hours and leave a voice mail we may not get the message until the following morning. If the emergency persists, please call your psychiatrist or primary care physician; call 911; or admit yourself to a hospital for observation. The three psychiatric facilities in the Greater Bakersfield area are: Good Samaritan Southwest (661.398.1800), Good Samaritan Hospital (661.399.4461), and Kern Medical Center (661.326.2000).

Confidentiality

This is to inform you that all information obtained in this office will be held in the strictest manner possible to protect your privacy. If a request for medial records is received from any source, you will be asked to sign a form to release such information to that source before any information is released. Our intent is to protect your privacy and mental health information. The only exception to this falls under the *Patriot Act* as mentioned in Part 2, Section 4 of this document.

I have read the above contract in full and have had all my questions answered in full. My signature below indicates that I have been fully informed, in agreement with all provisions, and I am now ready to enter into therapy with Valley Psychological Group Inc. and my therapist.

Client or Representative Signature

Date