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INFORMED CONSENT & OFFICE POLICIES

The Purpose of Therapy

My objective is to provide you with professional and compassionate psychotherapy. Therapy can help you clarify your feelings, learn new ways of interacting in your important relationships and develop more effective tools for managing difficult situations. Therapy is an individual process and the length of time for completion varies with each adult, child, couple or family. Therapy does involve taking risks that may impact the various relationships in your life. There is an expectation that you will benefit from therapy but there is no guarantee that this will occur. As with most therapies, progress requires the full participation and motivation of the client and/or treatment unit to change. As with any procedure there is some risk involved in undergoing psychotherapy. These can include (but are not limited to) the uncovering of uncomfortable/distressing emotions or memories, and changes/disruptions in current relationships. At times, you may feel like things are getting worse before they get better. I encourage you to discuss your concerns with me as they arise. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and with your open and honest feedback we together will determine your goals for treatment, your progression towards these goals and which therapeutic techniques and modalities are most likely to support you in achieving your goals for treatment.

Privilege/Confidentiality

Therapy practice uses the word *privilege* to describe the legal right of keeping your clinical records confidential. You, as the client hold the privilege of “knowing and telling about your life” and you hold the privilege of determining what happens to your clinical records. The principle of *confidentiality*, requires your therapist to hold the privilege for you, keep it confidential, even after your therapy has terminated. This means that I cannot tell anyone else, without your permission anything about you ... not even that you are, or are not a client. If you want me to release any information about you, and if we determine together that doing so is in “your” best interest, then I am permitted to have you sign a *RELEASE OF INFORMATION* (ROI) on which you give me permission to release specific information about you and your treatment to the specific recipient indicate on the ROI.

Exceptions to Confidentiality

In California law, there are several exceptions to the confidentiality of psychotherapy.

Three of these exceptions to confidentiality concern harm to self or others:

- Where there is a reasonable suspicion of child abuse or elder adult physical abuse;

- Where there is a reasonable suspicion that you may present a danger of violence to others;
- Where there is a reasonable suspicion that you are likely to harm yourself unless protective measures are taken.

In all of the above cases, the psychotherapist is either allowed or required by law to break confidentiality in order to protect you, or someone you might endanger, from harm.

What Does Therapy Look Like

Within the first couple of session I will assess if the type of therapy I provide can be of benefit to you. I do not continue to see client whom, in my opinion I cannot help. If I determine that my services are not the best, in my opinion, to meet your needs then I will provide you with referrals to another sole proprietor or community resources whom, in my opinion, are better suited to address your stated mental health needs. If at any point during the therapeutic process, I assess that I am not effective in helping you reach your therapeutic goals, I will first discuss this with you, and then if appropriate I will refer you to another sole proprietor or community resources, whom in my opinion is better suited to support you in achieving your therapeutic goals. If you request that I do so and authorize your request by signing a Release of Information, I will communicate with the sole proprietor or community resource representative, to help your transition into their care.

Parents are expected to remain on-site during their child's therapy session. Children cannot be dropped off for therapy. If a parent is not available for their child immediately after the child's therapy then my rate of \$120 will be doubled and charged in increments of 10 minutes (\$22.50) for the time between the end of the session and parents availability to their child. I will make every attempt to begin each session promptly, however at times circumstances beyond my control may cause a session to start late. If this is the case, I will pro-rate the agreed upon fee, as stated above. To help sessions end on time, I will to best of my ability, end sessions at their stated time, regardless of whether or not you arrive at the agreed upon time for your appointment. Payment is due in full at the beginning of each session (unless other arrangements have been made). I accept checks and cash. If you are paying by check please have it completed by the beginning of our session. If you have insurance benefits to pay for your treatment, you will be responsible for co-pay at the beginning of the session. I will bill your insurance company or provide you with a superbill which you can use for reimbursement by your insurance company or Health Savings Account, if applicable. You are solely responsible for all charges regardless of insurance coverage. In the event I have a fee increase, I will give you a 30-day written notice of such.

In the event I need to cancel an appointment with you, I will attempt to notify you as soon as possible. I will also notify you of my planned absences in advance.

If you need to contact me between sessions, please leave a message on my voice mail. I generally return calls within 24 hours, during the traditional Monday-Friday work week. If you leave a message for me after noon on Friday or on the day immediately preceding a holiday I

may not return your call until after noon on the following traditional Monday – Friday work week.

I do not provide emergency services. In choosing to work with me it is important that you fully understand this. If you have a medical or mental health emergency I encourage you to utilize your natural support system and if you do not have one or feel for any reason that their support is not sufficient to address your emergent need then you may go to your local emergency room, call 9-1-1 or implement another safety plan which you have developed.

If at any time you want another professional opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and if I have your written consent (ie. signed Release of Information), I will provide the professional you select with the essential information needed, based on my opinion.

You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified, in my opinion, professionals whose services you may prefer.

Children, Couples, Families, and Groups

Children Communications between a therapist and a minor (children under the age of 18) is confidential. However, parents and/or guardians who provide authorization for their child's treatment are often involved in their treatment. When a child is in therapy, the success of such usually requires that the child have some privacy. Consequently, I as your child's therapist, will exercise my professional judgment, and I may or may not, discuss specific information revealed in sessions with your child. I will disclose general information, such as whether or not your child participated in the session, what if any specific skills were taught and what if any support you may be able to provide to your child between sessions. If I, as your child's therapist have any concern about your child's health and/or safety I will first attempt to support your child in addressing the issue with you in a session. If, in my professional opinion, I determine that your child is not mature enough, or if your child is unwilling, AND the concern is significant enough to require "immediate action" I will bring the concern you (or to the person you have authorized to bring your child to session, and then with you by telephone) at which time we will be able to discuss the concern, possible resources to address such and develop a plan to be implemented by you between sessions.

The issues of privilege, confidentiality and treatment authorization can become complicated in situations in which the child's parents are separated or divorced or if the child's primary care provider is not their legal guardian or parent. In such cases, I may ask to see court documentation and I will interpret such to the best of my ability. However, I am not an attorney. I will consider the request of a primary care provider to provide therapy to a child in their care however, at times I may need to ask the primary care provider to work out some legal details related to who has the legal right to request, authorize and monitor the child's mental health treatment.

Couples and Families Generally, couples and families hold privilege jointly and are viewed together as the "treatment unit". Therefore, things can get complicated if one individual tells me

as their therapist, a “secret” during an individual session, immediately before or after a joint session, or during any communication outside of the therapy session. It is not in the best interest of the “treatment unit” for the therapist to “hold” secrets and therefore, to the best of my professional ability I will not do so. Therefore, each member of the “treatment unit” should remember that anything said to me, maybe shared by me with the other members of the “treatment unit”. Things can also get complicated if one member of the “treatment unit” wants information released to someone outside of the treatment unit but another person within the treatment unit does not want the information released. To avoid a breach of confidentiality, I will not release information to anyone outside of the treatment unit (with the exception of other legal mandates); without the consent of each member of the “treatment unit”.

Psychotherapy Groups Group therapy sessions also present unique issues around confidentiality. Although group members can talk outside the group about anything that happens to them personally in the group, all group members will be reminded to hold as confidential anything they hear from other group members and not to repeat such outside the group setting. All group members will be asked to make a commitment to maintain the confidentiality of the other group members on the first group session they attend. If this commitment is broken by a group member it is likely that I will ask them not to continue in the group and offer them other alternatives to meet their therapeutic goals. However, it is important that if you choose to participate in a group that I offer, or if you choose to enroll your child in a group, that you understand I cannot guarantee that all group members will keep information they hear in group confidential.

Deceased Clients

If a person dies while in therapy or after therapy, privilege transfers to the legal representative of the deceased (e.g., the executor of the will of the deceased). *CA Evidence Code § 1013(c)*.

Disputes

Any and 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 mutual agreement. The cost of mediation, if any, shall be paid by the client. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement would be submitted to and settled by binding arbitration in either Placer or Sacramento County in accordance with the rules of the American Arbitration Associations that are in effect at the time the demand for arbitration is filed. The prevailing party in arbitration or collection proceedings shall be entitled to recovery of a reasonable sum for attorney’s fees. In the case of arbitration, the arbitrator will determine that sum. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency etc.) to obtain payment.

Your Chart

Therapist, such as myself, are required to keep some basic records on the services they provide. In California, these records must include: dates of sessions, fees and payments, clinical information such as diagnosis, treatment plan and notes to justify the client's treatment.

According to California law, you "own" your chart. I as your therapist own the paper on which everything is printed and the folder in which it is all contained. You have a right to "look" at everything in your chart if you want. Since the law states that you "own" the content but not the substance of the chart, I will not give the physical chart to you. If you want to know what is in your chart we can schedule a time to sit down together and review it. There is one rare but possible exception. While you own your chart, CA law indicates that if a therapist determines there is a high likelihood that knowledge of the content of a client's chart would be harmful to them, then they are obliged not to reveal the content of the chart. While I have never refused a client access to their chart, the law would oblige me not to do so, if in my clinical opinion doing so would be harmful to you.

I have read the Informed Consent and Office Policies for psychotherapy services. My signature indicates my understanding of, and agreement with all of these terms and conditions.

Client Signature

Date

Legal Guardian/Parent Signature

Date

Legal Guardian/Parent Signature

Date

ACKNOWLEDGMENT OF THE RECEIPT OF PRIVACY PRACTICES

By signing this form, you acknowledge receipt of the NOTICES OF PRIVACY PRACTICES

By signing this form, you acknowledge receipt of the NOTICE OF PRIVACY PRACTICES that I have given to you. My Notice of Privacy Practices provides information about how I may use and disclose your protected health information. I encourage you to read it in full.

My Notice of Privacy Practices is subject to change. If I change my notice, you may obtain a copy of the revised notice from me by contacting me at 916-708-0927.

If you have any questions about my Notice of Privacy Practices, please contact me at: 916-708-0927.

I acknowledge receipt of the Notice of Privacy Practices of Janet Muehe-Hayward, L.C.S.W. 23749

Client Signature

Date

Legal Guardian/Parent Signature

Date

Legal Guardian/Parent Signature

Date