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#### CONSENT TO TREATMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and ask any questions you might have, so that we can discuss them fully. When you sign this document, it will represent an agreement between us.

#### **Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient and the particular problems you bring forward. There are many different methods I may use to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. You are expected to benefit from treatment, but there are no guarantees, as progress depends upon many factors, including motivation, effort, and other life circumstances such as interactions with family, friends, and other associates. You have the right to terminate the therapeutic relationship at any time.

Our first session (and possibly the next few sessions) will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

If we do work together and, during the course of our work, you are not progressing in or benefiting from therapy, my professional services will be terminated. Some reasons for lack of progress include: therapy goals have been met and you are no longer benefiting from therapy, failure to follow through on the treatment plan that we've agreed upon, delinquent payments or lack of payment, or failure to keep scheduled appointments. Every effort will be made on my part to communicate my concerns and seek resolution before termination occurs.

In regard to diagnosis and treatment, it is important to remember that I am not a physician. You should also understand that working with a psychologist should never be considered a substitute for complete medical evaluation or medical care.

### **Meetings**

I will usually schedule one appointment hour of 45 to 50 minutes duration per week at a time we agree on. (Longer sessions can be arranged as requested.) As your condition or situation improves, we will meet less often. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation**, unless we both agree that you are unable to attend due to circumstances beyond your control. If it is possible, I will try to find another time to reschedule the appointment.

### **Professional Fees**

My hourly fee is \$160 and for couples sessions \$240.00 for a 90 minute session. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include session preparation, billing, administration, report writing, telephone conversations lasting longer than 30 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called upon to testify by another party. Because of the difficulty of legal involvement, I charge \$350 per hour for preparation and attendance at any legal proceeding.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise, or unless you have insurance coverage, which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his or her name, the nature of services provided, and the amount due.

### **Insurance Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for the full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance policy that describes mental health services. If you have questions about the coverage, call your plan administrator. I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Healthcare" plans such as HMOs and PPOs often require authorization before they provide

reimbursement for mental health services. These plans are often limited to short term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you're ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems discussed above, unless I am prohibited to do so by my contract.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record, (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer or through a cloud service. Although all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with the national medical information databank. Some patients, for various reasons, such as high name recognition, security clearances, anticipated custody or legal contests, feel the need to bypass their insurance altogether and pay out-of-pocket.

### **Contacting Me**

I may not be immediately available by telephone. While I am usually in my office between 9 AM and 9 PM, I will not answer the phone when I am with a client. When I am unavailable, my telephone is automatically answered by a voicemail system that is completely confidential. I check the voicemail system frequently during regular work hours and occasionally during the evening hours and during the weekends and holidays. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you are available. If you are unable to reach me and feel that you might harm yourself, try the national crisis hotline at 1-800 SUICIDE, call 911 or go to the local hospital emergency room. Please do not use email or fax for emergencies. If I will be unavailable for an extended time, I will provide you with the name of a colleague for you to contact if necessary.

### **Minors**

If you are under 18 years of age, please be aware that the law provides your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agreed to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or another person. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

### **Confidentiality**

In general, the privacy of all communications between a patient and a therapist is protected by law, and I can only release information about our work to others with your written permission. In sessions with two or more persons present (couples, family, groups) I cannot assure that others present will keep the information in confidence, however, I do ask each member to sign a confidentiality contract and agree to maintain privacy for all members present. While therapists are required by law to keep all

communication between the client and the therapist confidential, there are some exceptions to this law. The exceptions mandated by California State Law and Federal Law require reporting to the appropriate agency the following:

- 1) Actual or suspected child abuse, including neglect and sexual abuse.
- 2) Elder abuse.
- 3) If an individual expresses intent to take harmful or dangerous action against another. In this case, it is the therapist's duty to warn the intended victim/or the family of the intended victim as well as the appropriate law enforcement agency.
- 4) If disclosure is required for National Security.

In addition, if the patient threatens to harm himself or herself, I may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he or she determines that the issues demand it.

Every reasonable effort will be made to appropriately resolve these issues or to notify the client before such a compromise of the client – therapist relationship is made.

When couples, family members, or other groups are participating in the same session, no information will be released without all participants' written permission.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations, unless I feel it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

### **Social media/electronic communications**

Electronic communication is an integral part of our lives now. However, many forms of electronic communication put your privacy at risk and can be at odds with the laws and standards of my profession. Consequently, the policies outlined below have been established to assure the security and confidentiality of your treatment and to be consistent with the ethics and laws of psychologists.

I do not accept friend or contact requests from current or former clients on social networking sites such as Facebook and LinkedIn. I feel that adding clients as friends or contacts can compromise your confidentiality and our respective privacy. It also blurs the boundaries of the therapeutic relationship.



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Please read all documents below, then sign and bring a copy of the CONSENT TO USE AND DISCLOSE HEALTH INFORMATION and CONSENT TO TREATMENT forms to our first meeting.

NOTICE OF PRIVACY PRACTICES  
Health Insurance Portability and Accountability Act (HIPPA)

**This Notice Describes How Medical Information About You May Be Used And Disclosed And How You Can Get Access To This Information. Please read it carefully.**

As a therapist, I have a legal duty to safeguard your Protected Health Information (PHI). PHI includes information that can be used to identify you that I have created or received about your past, present, and future health or condition or the provision of healthcare to you. I must provide you with this Notice about my privacy practices, and such Notice must explain how, when, and why I will “use” and “disclose” your PHI. A “use” of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is “disclosed” when it is released, transferred, has been given to, or is otherwise divulged to a third party outside my practice. Your PHI becomes Protected Health Information when I transmit it outside of my practice via electronic means such as a fax or Internet.

I am committed to protecting your personal and health information. I will not disclose or otherwise use your PHI unless permitted by law and to the extent necessary to communicate to your insurance company (if you are enrolled in a plan). I *can* use and disclose your PHI without your consent for the following reasons:

- 1) Health Care Operations – – authorization, coordination, and payment of healthcare services. This disclosure may be to your health insurance company or health plan. I also use a billing clearinghouse that is certified HIPAA compliant. I will obtain your signed authorization prior to billing activities.
- 2) Public Health Risks – – mandated reporting of child/elder abuses and/or danger to self or others.
- 3) Lawful subpoena – – when so ordered by a representative of the court.
- 4) Workers Compensation – – in order to comply with workers compensation laws.
- 5) Emergency Situations – – I may use and disclose your health information to emergency personnel in case a situation warrants such treatment. I will try to get your consent but if you are unable to communicate with me and I think you would approve if you are able to do so, I will disclose only the necessary information. I am required to try to get your consent for treatment after emergency service is rendered.
- 6) Public Health Activities – – when required by governmental agencies, such as reporting information about you to the county coroner. I may have to provide information to assist the government when it conducts an investigation or inspection of a health care provider or organization.
- 7) Research Purposes – – in certain circumstances I may have to provide PHI to conduct medical research.

8) National Security – – I may disclose your health information to military authorities of the Armed Forces under specific situations. For example, I may disclose to intelligence, counterintelligence, or other national security agencies information required by them.

9) Health Oversight – – if a complaint is filed against me with the California Board of Psychology, the Board has the authority to subpoena confidential mental health information relevant to the complaint.

In any other situation not described above, I will ask for your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I've not taken any action in reliance on such authorization of your PHI).

You have the following rights with respect to your PHI:

1) You have the right to ask that I limit how I use and disclose my PHI. I will consider your request, but I am not legally required to accept it. If I accept your request, I will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that I am legally required or allowed to make.

2) The laws and standards of my profession require that I keep treatment records. You are entitled to receive an edited, interpreted version of your record, but not to a photocopy or other visual inspection. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. As such, I would recommend that you review them in my presence or in the presence of another mental health care professional so we can discuss the contents with you. Should I deny your request, I will provide a reason in writing, and an explanation of your rights to initiate a review of the denial. Your request must be made in writing and I will comply within 30 days of receiving your written request. You will be charged \$. 15 per page, payable in advance, as well as the time that it takes to review my records with you.

3) If you believe that your health information records are incorrect or incomplete, you may request that I amend your records. That request may be made as long as the information is maintained by me (usually seven years from completion of evaluation or treatment). A request for amendment of records must be made in writing and sent to me at 2020 Alameda Padre Serra, Suite 211, Santa Barbara, CA 93103. I may deny the request if it is not in writing or does not include a reason for the amendment. The request may also be denied if your health records were not created by me, if the records that you are requesting are not part of my records, if the health information you wish to amend is not part of the health information you are permitted to inspect and copy, or if, in my professional opinion, the records containing your health information are accurate and complete. In these cases, you will receive a written notice stating the reason for denial. You will be provided with a form to file a written disagreement with the denial. You also have the right to request that your original request and my denial be attached to all future disclosures of your health information. If your request is granted, the appropriate changes will be made, you will be informed of the changes made and third parties needing to know about the changes will be notified.

4) You have the right to get a list of instances in which I have disclosed your PHI. This list will not include uses and disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. I will respond to your request for an accounting of disclosures within thirty (30) days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date of the disclosures, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. You may request to enter an amendment in your medical records and

a notice of amendment will be sent to any party who had previously received a copy of the record. Patients will be charged an appropriate fee for any time spent in preparing information requests.  
5) You may request that health information be sent to you to a specific location and by a specific means. I will attempt to comply as long as it is feasible. (Currently I do not use email for transmittal of health information nor for correspondence with patients except to confirm and change appointment times due to security and privacy concerns.)

I have the right to change privacy procedures as described in this Notice at any time, as permitted by law. The changes will apply to your health information held by my practice. You will receive an updated copy of the Notice and it will be posted on my website, <http://www.couplesinstituteofsantabarbara.com/>. You can request a copy of this Notice at any time by notifying me in my capacity as Contact Officer for my practice at the address and telephone number listed at the beginning of this notice.

### **Compliant Procedures**

Should you believe that I have violated your privacy rights, if you disagree with the decision made about access to your health information, if you disagree with a response to your request to amend or restrict the use or disclosure of your health information, or if you disagree with my decision to contact you via a specific method or location, you may complain to me, in my capacity as the Contract Officer of my practice, at (805) 540-8555 and/or submit a written complaint to the United States Department of Health and Human Services at 200 Independence Avenue S W Washington, DC 20201.

I will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against a client for exercising a right, filing a complaint, participating in any other allowable process under the privacy rule.

The effective date of this notice is April 15, 2003.

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**April 15, 2013 UPDATE TO NOTICE OF PRIVACY PRACTICES  
Health Insurance Portability And Accountability Act (HIPAA)**

These revised practices applied to PHI that is created or received after April 15, 2013.

Your authorization is required on most uses and disclosures of psychotherapy notes, uses and disclosures of protected health information (PHI) for marketing purposes, and disclosures that constitute a sale of PHI. I list this rule for legal purposes, but please note that it is ***not*** my policy to use PHI for marketing purposes or sale of PHI.

You have the right to restrict certain disclosures of PHI to health plans/insurance companies if you pay out-of-pocket in full for the healthcare service.

You have the right to be notified following a breach of unsecured protected health information. "Breach" is defined as an inappropriate use or disclosure of PHI involving a significant risk of compromise to finances, reputation or other harm. An impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated that there is a low probability that PHI has been compromised based on a four-part risk assessment that considers: (1) the nature and extent of the PHI involved in the breach; (2) the unauthorized person who used the PHI or to whom the disclosure was made; (3) whether the PHI was actually acquired or viewed; and (4) the extent to which the risk to PHI has been mitigated. If the risk assessment evaluation fails to demonstrate there is a low probability that any PHI has been compromised, I am required to notify you of the breach.

All business associates that I use must be HIPAA compliant. The only business associates that I have in relation to my practice are the clearinghouse that I use to do my billing, Office Ally; and Optum, where I submit my bills to those clients who have Optum insurance. Office Ally and Optum are both HIPAA compliant and Core phase I and II certified which means each company is fully complying with the new operating rules for Eligibility (270/271) and Claim Status (276/277).

The HIPAA Privacy Rule's protection is given to a deceased individual's PHI for a period of 50 years after the date of death. I may disclose the deceased individual's PHI to nonfamily members, as well as family members who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior express preference of the deceased individual.

I am required to provide a copy of PHI in electronic form to any client request. The electronic format must be provided to you if it is readily producible. I must provide you with an electronic copy of your PHI only, not direct access to your electronic health record systems. This amendment also provides you the right to direct me to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the new amendment restricts the fees that I may charge for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI.

This 2013 amendment modifies the timeliness requirement for right of access to records to 30 days, with a onetime extension 30 additional days. The effective date of this Update is April 15, 2013.

