



Acceptance & Healing LLC

INFORMED CONSENT FOR COUPLES THERAPY

PSYCHOLOGIST-CLIENT SERVICE AGREEMENT

OVERVIEW

Welcome to my private telehealth practice. I am licensed Clinical Psychologist in the state of Hawaii (PSY-2060-0). I am hopeful that this experience will facilitate your journey with your relationship and a better understanding of the world that each of you live in. This document contains important information about my professional services in clinical psychology and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Privacy Policy as well as Telehealth consent explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long, it is very important that you carefully read them. When you sign this document, it will also represent an agreement between us. Relationship therapy works best when the focus of my work is on your relationship. When working with you, it is expressly understood that my patient is both your relationship and each of you as individuals. In order to maintain fidelity to both of you and to your relationship, I ask for your consent on the following agreements. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between you and me that works in part because of clearly defined rights and responsibilities held by each person. There are also legal limitations to your rights that you should be aware of. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings because the process of psychotherapy requires discussing the unpleasant aspects of your life. However, psychotherapy has been empirically shown to have significant benefits. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. However, there are no guarantees about what will happen. Psychotherapy is not like a medical doctor visit. You will need to play a very active role in deciding on treatment goals, discussing how to pursue those goals, and practicing new skills outside of session in order to bring about desired change. In order to therapy to be most effective, you will have to think about and practice the things we discuss both during our sessions and at home in-between session.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that

point, we will discuss your treatment goals and create an initial treatment plan. I encourage you to evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion.

APPOINTMENTS

I normally conduct an evaluation that will last from 2 to 4 sessions. Prior to this evaluation sessions I may ask you to complete an intake form and a number of questionnaires that may ask about your relevant personal history, as well as thoughts, feelings, behaviors, and/or experience you may have/have had. By the time the evaluation is complete, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals.

If psychotherapy is begun, we will collaboratively decide on treatment goals and problem prioritization. Appointments are 45-50 minutes via telehealth in duration and typically scheduled for a recurring time weekly, bi-weekly, or monthly. If you need to miss a session due to an unavoidable issue, such as sickness, I ask that you provide me with at least a 24-hour notice so that I can reschedule that hour for someone else who may be in need. If you cancel with less than 24-hour notice, my policy is to collect the full amount of your session payment (unless we both agree that you were unable to attend due to circumstances beyond your control). If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still end on time.

PROFESSIONAL FEES

The standard fee for each session is \$250.00 + tax, not including the initial free 15 minutes phone consultation. You are responsible for the entirety of your payment, paid in full at the at the time of service via charge to the credit card on the file. In addition to therapy appointments, it is my practice to charge this amount on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

If you are experiencing a difficult time financially, make sure to discuss this with me in person. It is recommended that payment be delinquent by no more than two sessions. If you refuse to or cannot pay your debt, I reserve the right to use an attorney or collection agency to secure payment. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding client's treatment is their name, the nature of services provided, and the amount due. It is my legal right to disclose this information in the event that I need to collect overdue payment. If you are experiencing extreme financial stress, we may discuss temporarily reducing this fee contingent on significant financial strife as evidenced by a recent W2 or 1099 tax form.

INSURANCE

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. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5). 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. Though 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 a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By acknowledging this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance. It is important to remember that you always have the right to pay for our services yourself to avoid submitting information to the insurance company.

You are responsible for payment of all charges not covered by insurance, and any and all co-pays, coinsurance, deductibles, and any other payments are due at the time of service. If you have commercial insurance or pay out of pocket, you agree to have a credit card on file with Simple Practice which you agree to be charged for any payments due (including missed appointment charges). If insurance is terminated or benefits are reduced for any reason, you acknowledge that you are responsible for the entire cost of the session as well as any remaining balance on your account.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will provide you with a referral.

PROFESSIONAL RECORDS

I am required by the laws to keep records of the psychological services that I provide. Your records are maintained in a secure location and for up to seven years post termination. I keep brief records that may include your attendance, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, review treatment summary, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. If you wish to share your records with others, I will need to secure written authorization from you to do so.

CONFIDENTIALITY

All information disclosed within sessions is confidential and may not be revealed to anyone without written permission except where disclosure is permitted or required by law. In most situations, I can only release information about your treatment to others if you sign a written Authorization form. My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. Please remember that you may reopen the

conversation at any time during our work together. **WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW** Some of the circumstances where disclosure is 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 your family members communicate to me that you present 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 me.

NO SECRET POLICY

When a couple enters into counseling, it is considered to be one unit. This means that my allegiance is to the couple “unit,” and not to either partner as individuals. I find this is particularly important in creating a space where both partners can feel safe. Therefore, I adhere to a strict “No Secrets” policy. This means that I will not hold secrets for either partner. This policy is intended to allow me to continue to treat the couple by preventing, to the extent possible, a conflict of interest to arise where an individual’s interests may not be consistent with the interests of the unit being treated.

On occasion during the counseling process, individual partners may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couple’s counseling relationship. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the couple. If an individual chooses to share such information with me, I will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information within the couple’s session, I may determine that it is necessary to discontinue the counseling relationship with the couple. If there is information that an individual desires to address within a context of individual confidentiality, I will be happy to provide referrals to therapists who can provide concurrent individual therapy. This policy is intended to maintain the integrity of the couples/marital counseling relationship.

CONTACTING ME

Unless you are experiencing an emergency, it is recommended to limit contact between sessions so as to attend effectively to the therapeutic relationship. If you are struggling or experiencing a crisis and contact me between sessions, I will usually return your call on the same day. I do not answer my phone when I am with clients or if I am not alone as I would not be able to maintain your privacy. I generally do not check and/or respond to voicemails after 7pm or before 9am. I do not consider text messages an appropriate form of communication for our therapeutic relationship. I am available via email (admin@acceptanceandhealing.com); however, it is my preference that we do not discuss confidential or sensitive information via this type of communications. This is due to the fact that even secure/encrypted emails are not completely confidential. All emails are retained in the logs of your and my internet service provider. While under normal circumstances no one looks at these logs, they are potentially available to be read by the system administrator(s) of the service provider. As such, I prefer to protect your confidentiality by not discussing confidential or sensitive topics at length by email.

If I receive an email that includes such topics, I will set up a session or phone call so we can discuss further.

If, for any number of reasons that you do not hear from me (such as I am on vacation or I am sick), I am unable to reach you, you feel you cannot wait for a return call, or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room immediately, 2) call the crisis intervention line (832-3100), or 3) call 911 and ask to speak to the mental health worker on call or 988 (Suicide & Crisis Lifeline). I will make every attempt to inform you in advance of planned absences and provide you with

the name and phone number of the mental health professional covering my practice.

TREATMENT TERMINATION

Ideally, therapy ends when we agree your treatment goals have been achieved. However, you have the right to stop treatment at any time. If you are unhappy with what is happening in therapy, I hope you will talk with me in person so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. If you make this choice, referrals to other therapists will be provided and you will be asked to attend a final termination session. Professional ethics mandate that treatment only continues if it is reasonably clear that you are receiving benefit. If at any time during the course of your treatment I determine that we cannot continue, I will terminate treatment and explain why this is necessary. Sometimes legal or ethical circumstances may arise and compel me to terminate treatment, or your problems may be outside the recognized boundaries of my competencies. In these cases, appropriate referrals will be provided. Other situations that may warrant termination include: regularly becoming enraged or threatening during session; inadequate attendance; bringing a weapon onto the premises; or alcohol/drug use that interferes with progress, including attending sessions under the influence.

OTHER RIGHTS

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to abide by its terms during our professional relationship.

This serves as an acknowledgement that you have received the above notice and understand your rights and responsibilities.

Please initial the following statements:

- I have read this statement in its entirety, had sufficient time to ask questions, & understand the contents.
- I understand client-therapist confidentiality and its limits required by law.
- I consent to release of PHI if I request billing statements to submit to insurance.
- I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.
- I agree to undertake therapy with Yurie Van Dermark, Psy.D.

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date

Printed Name of Psychologist

Signature of Psychologist

Date