

Client Information

Today's Date: _____

Name: _____

Date of Birth: _____

Guardian's Name (if a minor): _____

Cell Phone: _____ May I leave a message at this number? Yes No

Email: _____

May I send you a monthly statement by email? Yes No

May I send you other email, such as news about my practice? Yes No

Home Address: _____

May I write to you at this address? Yes No

Home Phone: _____ May I leave a message at this number? Yes No

Employer: _____

Occupation: _____

Work Address: _____

May I write to you at this address? Yes No

Work Phone: _____ May I leave a message at this number? Yes No

Current Physician: _____

Current Psychotherapist: _____

Current Psychiatrist: _____

Medication/Drugs Currently Used: _____

Emergency Contact Name: _____

Emergency Contact's Telephone: _____

Did you find out about me from the Internet? Yes No

If you were referred in person, please write their information below:

Name: _____ Title/Position _____ Telephone: _____

May I let this person know that you have contacted me? Yes No

In a sentence or two, please briefly describe your reason for coming in:

Client Agreement (Group)

Welcome. This document provides important information about your treatment. Please read the entire document carefully and sign the last page. Feel free to ask me any questions before signing.

Fees

The fee for group therapy is \$50 per 90 minute session. **Payment is required for all sessions that take place each month, regardless of the number of sessions you actually attend.**

E.g. if there are four sessions in a month, and you are only able to make it to 3 sessions due to illness or vacation, you will still be responsible for paying \$200 for the month. This policy is common for therapy groups and is designed to encourage consistent attendance.

Litigation Charges:

The focus of my work is treatment. I do not normally attend legal proceedings, unless required to by law. My fee for attending depositions, hearings or other legal proceedings is \$300 per hour. This includes my time at the legal proceeding, preparation and travel.

Insurance:

Full payment of my fees is required at each session. I do not accept health insurance. If you are covered by a PPO, it is possible that they will partially reimburse you my service. You will need to submit a claim to them. At your request I will provide you a bill to submit with your claim.

If you are unable to continue paying for your therapy, please let me know. I will do my best to provide you with appropriate options.

Confidentiality for Group Members

As the group leader, I am held to legal and ethical standards that protect your confidentiality. However, you and your fellow group members are not legally held to the same standard.

I request that all members be respectful of the privacy of their fellow group member. If you wish to discuss what happened in group to people outside the group, I ask that you restrict your comments to how events **made you feel**. Please avoid revealing the names or personal details of your fellow group members. If all members abide by this code, we can make it a safe group for all.

Outside Relationships between Group Members

Over time, you may find yourself enjoying the company of one or many of the other group members. You may be tempted to form a relationship with these group members outside the group too. Unfortunately this reduced the effectiveness of the group as a whole since it tends to create alliances. Outside relationships between group members is the number one cause of groups falling apart. I ask that members resist temptations and keep the relationships you have in group within the walls of my office.

Availability/ Emergencies

I am available for regularly scheduled appointment times. Dates of vacations and other exceptions will be given out in advance. Telephone contacts between office visits are welcome. However, they are best kept brief as important issues are better addressed in person.

Mark Pines MA, MFT

OrangeCountyCounseling.com

You may leave a message for me anytime on my confidential voicemail. I am available to return messages Monday – Friday 10 AM to 5 PM. I do not offer emergency services. In the event of an emergency involving a threat to your safety or the safety of others, please call 911 or go to your nearest emergency room.

Confidentiality

State law and professional ethics require all communications between us to be held in strict confidence unless you provide written permission to release information about your treatment, or if the situation falls under one or more of the following exceptions to confidentiality:

1. If there is a suspected child abuse, elder abuse, or dependant adult abuse
2. If you are a danger to yourself or others.
3. If you are gravely mentally disabled.
4. If a judge required disclosure of records.

You can read my complete privacy policy including details of these and other exceptions in the separate privacy policy document included in this packet.

The Therapeutic Relationship

Because of the nature of psychotherapy, the therapeutic relationship needs to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of the therapist and the client only. If we were to interact in other ways, we would then have a "dual relationship". Therapy professions have rules against such relationships to protect the client and therapist.

- o I cannot be your supervisor, teacher, or evaluator
- o I cannot be a therapist to my own relatives, friends or the relatives of friends, people I know socially, or business contact. I cannot have any other kind of business relationship with you besides the therapy relationship itself.
- o I cannot give legal, medical, financial or any other type of professional advice.
- o I cannot have any kind of romantic or sexual relationship with a former or current client, or any people close to a client.

There are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions. A therapist offers you choices and helps you consider what is best for you. Also when therapy is complete, I am not able to continue meeting you in a friendship relationship.

Please note that from time-to-time we may run into one another in public or in the parking lot outside my office. If this happens, I will not initiate contact in order to preserve your confidentiality.

Mark Pines MA, MFT

OrangeCountyCounseling.com

About the Therapy Process

It is my intention to provide services that will assist you in reaching your goals. Based upon the information that you provide and the specifics of your situation, I will provide recommendations to you regarding your treatment. I believe that therapists and clients are partners in the therapeutic process. You have the right to agree or disagree with my recommendations. I will also periodically provide feedback to you regarding your progress and will invite your participation in the discussion.

The benefits of therapy may include reduced stress and anxiety, a decrease in negative thoughts and self-defeating behaviors, improved relationships, increased comfort in social, school and/or family settings, increased self-confidence, and a more hopeful attitude towards life.

The risks of therapy may include recalling or recounting painful memories and experiences, discomfort in analyzing current distress and problems, and the possibility of experiencing strong feelings of sadness, anger, fear or other difficult emotions. As your therapist, I may from time to time challenge your assumptions or perceptions and offer a different perspective.

Changes in your perspective, thoughts or feelings may have unintended outcomes, including changes in personal relationships. During the course of therapy, it is often the case that you will feel worse before you feel better; this is natural and expected in any healing process. Personal growth is sometimes difficult and slow, and sometimes easy and swift. When we sign this agreement together, I commit to helping you through the entire process. This will mean helping you to achieve the goals you initially state, but other issues or problems may arise during the course of our work together that will require further exploration and analysis. If this happens, we will work together to revise the goals as appropriate and work towards a satisfactory solution of your problems.

There is no guarantee that therapy will yield any or all of the benefits listed above. Neither is there any certainty that the risks listed above will be encountered during the course of our work together. Therapy is an open and dynamic process, and its course is dependent upon our mutual willingness to collaboratively continue the process and, to a certain extent, upon life events that cannot be foreseen.

Termination of Therapy

You may discontinue therapy at any time. If it is determined that you are not benefiting from treatment, either of us may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referrals, changing your treatment plan, or terminating your therapy.

Ending relationships is very difficult. If you decide to leave the group, I ask that you continue to attend at least 2 additional sessions, to allow you and your fellow group members to gain closure.

Commitment

Therapy is a significant investment of time and money. I encourage you to make a commitment to getting the most from your sessions by attending regularly and being open to the experience of making a change in the direction of your goals. Please ask any and all questions you may have.

Mark Pines MA, MFT

OrangeCountyCounseling.com

I have read this informed consent completely and have raised any questions I might have about it with Mark Pines. I have received full and satisfactory response and agree to the provisions freely and without reservations. I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his professional association, as well as the laws of the state of California governing the practice of psychotherapy and that he is liable for infractions of those standards. This agreement constitutes our professional contract. Any changes must be signed by both parties. I have also received Mark Pines' full privacy policy (included in this packet). I have a right to keep a copy of this contract.

Printed Name: _____
(Client)

Signature: _____ Date: _____
(Client)

Statement of the Therapist This document was discussed with the client and any questions were discussed. I have assessed the client's mental capacity and found the client capable of giving an informed consent at this time.

Signature: _____ Date: _____

Privacy Policy

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

II. I HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. 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 of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And, I am legally required to follow the privacy practices described in this Notice.

However, I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this Notice and post a new copy of it in my office and on my website <http://www.orangecountycounseling.com/privacy-policy.htm>. You can also request a copy of this Notice from me, or you can view a copy of it in my office or at my website, which is located at <http://www.orangecountycounseling.com/privacy-policy.htm>.

III. HOW I MAY USE AND DISCLOSE YOUR PHI.

I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior authorization; for others, however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. I can use and disclose your PHI without your consent for the following reasons:

1. **For treatment.** I can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are involved in your care. For example, if you're being treated by a psychiatrist, I can disclose your PHI to your psychiatrist in order to coordinate your care.
2. **To obtain payment for treatment.** I can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.
3. **For health care operations.** I can disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professionals who provided such services to you. I may also provide your PHI to our accountants, attorneys, consultants, and others to make sure I'm complying with applicable laws.
4. **Other disclosures.** I may also disclose your PHI to others with-out your consent in certain situations. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent after treatment is rendered, or if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.

B. Certain Uses and Disclosures Do Not Require Your Consent. I can use and disclose your PHI without your consent or authorization for the following reasons:

1. **When disclosure is required by federal, state or local law; judicial or administrative proceedings; or, law enforcement.** For example, I may make a disclosure to applicable officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect; or when ordered in a judicial or administrative proceeding.
2. **For public health activities.** For example, I may have to report information about you to the county coroner.
3. **For health oversight activities.** For example, I may have to provide information to assist the government when it conducts an investigation or inspection of a health care provider or organization.
4. **For research purposes.** In certain circumstances, I may provide PHI in order to conduct medical research.
5. **To avoid harm.** In order to avoid a serious threat to the PHI to law enforcement personnel or persons able to prevent or lessen such harm.
6. **For specific government functions.** I may disclose PHI of military personnel and veterans in certain situations. And I may disclose PHI for national security purposes, such as protecting the President of the United States or conducting intelligence operations.
7. **For workers' compensation purposes.** I may provide PHI in order to comply with workers' compensation laws.
8. **Appointment reminders and health related benefits or services.** I may use PHI to provide appointment reminders or give you information about treatment alternatives, or other health care services or benefits I offer.

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

Mark Pines MA, MFT

OrangeCountyCounseling.com

Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in sections III A, B, and C 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 haven't taken any action in reliance on such authorization) of your PHI by me.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the following rights with respect to your PHI:

A. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask that I limit how I use and disclose your 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.

B. The Right to Choose How I Send PHI to You. You have the right to ask that I send information to you to at an alternate address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail) I must agree to your request so long as I can easily provide the PHI to you in the format you requested.

C. The Right to See and Get Copies of Your PHI. In most cases, you have the right to look at or get copies of your PHI that I have, but you must make the request in writing. If I don't have your PHI but I know who does, I will tell you how to get it. I will respond to you within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed. If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

D. The Right to Get a List of the Disclosures I Have Made.

You have the right to get a list of instances in which I have disclosed your PHI. The list will not include uses or disclosures that you have already consented to, such as those made for treatment, payment, or health care operations, directly to you, or to your family. The list also won't 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 60 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 disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.

E. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that your request and my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.

F. The Right to Get This Notice by E-Mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of it.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you think that I may have violated your privacy rights, or you disagree with a decision I made about access to your PHI, you may file a complaint with the person listed in Section VI below. You also may send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201. I will take no retaliatory action against you if you file a complaint about my privacy practices.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: Mark Pines, 17752 Sky Park Circle, Suite 260, Irvine, CA 92614

VII. EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on January 1, 2008.