Cap City Counseling

836 57th. St. Suite 422
Sacramento, CA 95819
(916) 546-5025

Policies and General Information

Agreement for Services

Company:
Cap City Counseling is a "doing business as" name. The company represented by "Cap City Counseling" is MRWILL & Company, A Licensed Clinical Social Worker Corporation.

Confidentiality:
The law protects the relationship between a client and a psychotherapist. All personal information discussed in therapy and the written records pertaining to those sessions are completely confidential. Your personal information cannot be released to a third party without your written permission, except when disclosure is required by law.

When Disclosure is Required by Law:
The circumstances where disclosure is required by the law are:

- Where there is a reasonable suspicion of suspected child abuse or dependent adult or elder abuse. The therapist is required by law to report this to the appropriate authorities immediately.
- When a client is threatening serious bodily harm to another person the therapist must notify the police and inform the intended victim.
- Where a client intends to harm themselves the therapist will make every effort to enlist their cooperation in insuring their safety. If the client does not cooperate, further measures may be taken without their permission in order to ensure their safety.
- Where the is a court order requiring disclosure of records.

When Disclosure May be Required:
Disclosure may be required pursuant to a legal proceeding. 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 Cap City Counseling. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Therapists will use their clinical judgment when revealing such information. Cap City Counseling will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies:
If there is an emergency during our work together where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, they will do whatever they can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, they may also contact the person whose name you have provided as an Emergency Contact on the New Client Intake Form.

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Informed Consent for Telephone, Electronic, and Mail Contact:
Ordinary privacy precautions such as voice scramblers, pin codes, voice mail boxed, and locked fax, mail, and computer rooms are by no means foolproof, so that your confidentiality is always compromised when communicating by electronic devices or mail. Nor is deletion or shredding of private material a totally safe means of disposal, so that you are always at risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with Cap City Counseling constitutes consent for reciprocal use of electronic and mail communication. By signing this contract, you agree to and understand the following:

1. Many people feel comfortable communicating via email, because they have installed programs designed to detect spyware, viruses, or other dangerous software. However, there is no guarantee that such programs will work 100% of the time.

2. Whenever you send an email, it is stored on a server. It is possible for unauthorized persons to locate and read such emails under various circumstances. This is due to the nature in which email is transmitted using the Internet and other services or networks. For more information on this, please contact you Internet Service Provider or email service.

3. By signing below, I agree and understand the disclosures listed above regarding communicating with Cap City Counseling using email. I also agree that if I send an email to my therapist or Cap City Counseling and request a response via email, that I am willing to accept the above-stated risks. I also agree that I will not use email for emergencies.

Voice Over Internet Protocol (VOIP):
Cap City Counseling uses VOIP to make and receive phone calls. It is not the policy of Cap City Counseling to keep records of these calls; however, records of calls may also be stored in the same way that email is. Cap City Counseling will use clinical judgement in discussing sensitive matter over the phone with you in order to protect your privacy. If you broach any subject over the phone, Cap City Counseling will assume you are giving your consent to discuss that subject or related subjects using VOIP.

Telephone & Emergency Procedures:
If you need to contact Cap City Counseling between sessions, you may contact us at **(916)546-5025.** If we are unavailable, your call will be returned as soon as possible. If an urgent situation arises, please indicate it clearly in your message. If you need to talk to someone immediately, you can call one of the following:

- Sacramento County Suicide Prevention/Crisis Services: **916-368-3111 or 368-3118**
- San Joaquin County Crisis Services **209-468-8686**
- Your local county crisis service if other than those listed above
- **Emergency services at 911.**

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Litigation Limitation:
Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.…), neither you, as Cap City Counseling's client, nor your attorneys nor anyone else acting on your behalf will call on any staff at Cap City Counseling to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation:
Cap City Counseling consults regularly with other professionals to ensure high quality service. At such a consultation, client's name & other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained. This consultation serves to ensure competent and ethical practice.

Payments & Insurance Reimbursement:
Clients are expected to pay the standard fee at the beginning of each session, unless other arrangements have been made. Telephone sessions, site visits, report writing, report reading, consultation with other professionals (at your request), release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless otherwise indicated and agreed upon. Please notify Cap City Counseling if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. If Cap City Counseling is not a provider in your insurance carrier's network, Cap City Counseling can provide you with a copy of a receipt upon payment, which you can then submit to your insurance company for reimbursement. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Cap City Counseling can use legal or other means (courts, collection agencies, etc.) to obtain payment.
Fees are as follows:
Standard Fee: Licensed $90.00; Pre-licensed $75
Group Fee: $40.00
Couples/Families Fee: Licensed $120.00; Pre-licensed $90.00
In special circumstances, discussed at the beginning of services, Cap City Counseling may use a sliding scale to determine an affordable fee. If you wish to apply for the sliding scale please bring a recent bank statement to your first appointment.

Mediation & Arbitration:
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 agreement of Cap City Counseling and client(s). The cost of such mediation, if any, shall be split equally, unless

otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Sacramento County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum of the cost and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy:
Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Cap City Counseling will ask for your feedback and views on your therapy, it's progress and other aspects of service. It is important that you give honest feedback in order to make sure your therapy is tailored specifically to you. Sometimes more than one approach can be helpful in dealing with a certain situation. During the course of therapy, Cap City Counseling is likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and the assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic, and psycho-educational.

Group Therapy:
Group therapy can be a highly dynamic and effective mode of therapy. In group therapy, it is of utmost important that all members maintain confidentiality and neither disclose the content of sessions nor the identity of fellow group members. It is also highly recommended that any meaningful exchange outside the group also be discussed in the group. In group therapy, the other members of the group are not regulated by the same ethics and laws that bind Cap City Counseling. While the expectation is that all group members will maintain that same level of confidentiality, you cannot be certain that they will always keep what you say in the group confidential. You are ultimately responsible for what you say and what you think, feel, or do with the feedback you receive in the group. If you have any concerns about the group therapy process please bring it up with your therapist &/or the group.

Potential Risks In Therapy:
During assessment and therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Cap City Counseling may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel upset, angry, depressed, challenged or disappointed.

Resolving the issues that brought you to therapy in the first place, such as personal or

interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be a gradual and sometimes even frustrating process. There is no guarantee that psychotherapy will yield positive or originally intended results.

Scope of Practice:
Cap City Counseling is a "doing business as" name for MRWILL & Company, A Licensed Clinical Social Worker Corporation. Cap City Counseling does NOT provide custody recommendations, nor placement evaluation or recommendations, nor medication or prescription recommendations, nor legal advice, as these activities do not fall within the scope of practice of a Licensed Clinical Social Worker Corporation.

Discussion of Treatment Plan:
Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you their working understanding of the problem, and develop with you therapeutic objectives for intended outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan itself, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition as well as risks and benefits. If you could benefit from a treatment that Cap City Counseling does not provide, your therapist has an ethical obligation to assist you in obtaining those treatments. You always have to right to decline any course of treatment or recommendation by Cap City Counseling at any time.

Termination:
As set forth above, throughout your therapy, your therapist will work with you to assess the benefit of therapy to you. Certain treatments have an average number of sessions, and other models of therapy can be open ended. Your therapist will work with you to determine when it is appropriate to discontinue therapy.

Cap City Counseling does not accept clients who would be better served elsewhere. In such a case, we will give you a number of referrals that you can contact. If at any point during psychotherapy Cap City Counseling assesses that they are not effective in helping you reach the therapeutic goals, we are obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, we would give you a number of referrals that may help you. If you request it and authorize it in writing, Cap City Counseling will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Cap City Counseling will assist you in finding such services. If you request and give your written consent, we will provide him or her with the essential information from your services here. You have the right to terminate therapy at any time. If you choose to do so, Cap City Counseling will offer to provide you with names of other qualified professionals whose services you might prefer.

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Cancellation Policy:
Since scheduling of an appointment involves the reservation of time and space specifically for you, a minimum of 36 hours notice is required for rescheduling or canceling an appointment. You will be charged a cancellation fee of **$25** for sessions that are **missed or cancelled without 36 hour notification.**

Print Client/s Name_____

Client Signature_____ Date_____

Client Signature_____ Date_____

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FEE AGREEMENT

I, _____ agree to pay for psychotherapy services and other clinical

services for _____ according to the fee agreement between Cap City Counseling and the client.

I understand the following terms apply to this agreement:

4. Payment will be made as follows; (check one):
   _____ At the time of service
   _____ Within two weeks of receiving an invoice
   _____ Others (specify): _____

5. The fee for psychotherapy, psychological testing and interpretation, consultation, letter or report writing or other clinical services is $____ per ____ minute session unless otherwise specified. For more details, see previous informed consent.
6. Please inform your therapist ahead of time or as soon as you know if there are changes in your ability or willingness to pay.
7. You remain responsible for payment in the event your insurance company denies any claims for reimbursement.
8. Services will be terminated if timely payment is not made as agreed to by this consent.
9. Consent to assume financial responsibility for these services does not entitle the third-party payer access to confidential information unless agreed in writing otherwise by the named above patient.
10. Upon your request and upon obtaining client's written permission, if appropriate, you will be provided with a bill, which is suitable for presenting to your insurance carrier for possible reimbursement. Not all conditions are reimbursable.
11. This agreement supplements previous informed consents.

Signature of Client:_____ Date_____

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NO SUBPOENA AGREEMENT.

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, I agree that neither I nor my attorney nor anyone else acting on my behalf will call on Cap City Counseling to become a witness to testify in court, communicate with child custody evaluator/s or any other proceeding or request a disclosure of the psychotherapy records.

_____

Name

_____

Signature **Date**

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HIPAA Notice of Privacy Practices

To our clients:

The privacy and confidentiality of our visits is an important concern to Cap City Counseling. We are conscientious in our efforts to preserve and maintain your privacy at all times. Please feel free to ask your therapist about any concerns you may have about this matter. In addition to the measures that we have always taken to protect your privacy, we am now required by Federal Law to provide you the following notice.

This notice is in compliance both with California law and the Federal Health Insurance Portability and Accountability Act (HIPAA) providing protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. This notice is based on the American Psychological Association model for compliance with these requirements.

CALIFORNIA NOTICE FORM

Notice of Psychotherapists' Policies and Practices to Protect the Privacy of Your Health Information.

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

- **<u>Disclosure for Treatment, Payment and Health Care Operations</u>**

  We may use or disclose your protected health information (PHI), for certain treatment, payment, and health care operations purposes without your permission. In certain circumstances we can only do so when the person or business requests your PHI gives me a written request that includes certain promises regarding protecting the confidentiality of your PHI.

  To help clarify these terms, here are some definitions:

  "PHI" refers to information in your health record that could identify you.

  "Treatment and Payment Operations"

  Treatment is when we provide or another healthcare provider diagnoses or treats you. An example of treatment would be when we consult with another health care provider, such as your family physician or another therapist regarding your treatment.

  Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

  "Health Care Operations" is when we disclose your PHI to your health care service plan (for example your health insurer), or to your other health care providers contracting with your plan, for administering the plan, such as case management and care coordination.

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- *"Use"* applies only to activities within our offices, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

- *"Disclosure"* applies to activities outside my office, such as releasing, transferring, or providing access to information about you to other parties.

- *"Authorization"* means written permission for specific uses or disclosures.

Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization if obtained. In those instances when we am asked for information for purposes outside of treatment and payment operations, we will obtain an authorization from you before releasing this information. we will also need to obtain and authorization before releasing your psychotherapy notes.

"Psychotherapy notes" are notes we have made about our conversation during private, group, joint, or family counseling sessions, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke or modify all such authorizations (of PHI or psychotherapy notes) at any time; however, the revocation or modification is not effective until we receive a written copy of the revocation or modification.

Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

1. **Child Abuse:** Whenever we, in our professional capacity, have knowledge of or observe a child we know or reasonably suspect has been the victim of child abuse or neglect, we must immediately report such to a police department or sheriff's department, county probation department, or county welfare department. Also, if we have knowledge of or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way, we may report such to the above agencies.
2. **Adult and Domestic Abuse:** If we, in my professional capacity, have observed or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of and elder or dependent adult, or if we are told by an elder or dependent adult that he or she has experienced these or if we reasonably suspect such, we must report the known or suspected abuse immediately to the local ombudsman or the local law enforcement agency.

We do not have to report such an incident if:

- We have been told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, abduction, isolation, financial abuse or neglect; and
- We are not aware of any independent evidence that corroborates the statement that the abuse has occurred;
- The elder or dependent adult has been diagnosed with a mental illness or dementia, or is the

- subject of a court-ordered conservatorship because of a mental illness or dementia, and
  In the exercise of clinical judgment, we reasonably believe that the abuse did not occur.

Health Oversight: If a complaint is filed against us with the California Board of Behavioral Sciences (BBS), the Board has the authority to subpoena confidential mental health information from us relevant to that complaint.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made about the professional services that we have provided you, we must not release your information without 1) your written authorization or the authorization of your attorney or personal representative; 2) a court order, or 3) a subpoena *duces tecum* (a subpoena to produce records) where the party seeking your records provides us with a showing that you or your attorney have been served with a copy of the subpoena, affidavit and the appropriate notice, and you have not notified us that you are bringing a motion in the court of quash (block) or modify the subpoena. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. We will inform you in advance if this is the case.

Serious Threat to Health or Safety: If you communicate to us a serious threat of physical violence against and identifiable witness, we must make reasonable efforts to communicate that information to the potential victim and the police. If we have reasonable cause to believe that you are in such a condition, as to be dangerous to yourself or others, we may release relevant information as necessary to prevent the threatened danger.

Worker's Compensation: If you file a worker's compensation claim, we must furnish a report to your employer, incorporating my findings about your injury and treatment, within five working days from the date of your initial examination, and at subsequent intervals as my be required by the administrative director of the Worker's Compensation Commission in order to determine your eligibility for worker's compensation.

✘ Patient's Rights and Therapist's Duties

Patient's Rights:

1. ***Right to Request Restrictions—*** You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
2. ***Right to Receive Confidential Communications by Alternative Means and at Alternative Locations—***You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, we will send your bill to another address.)
3. ***Right to Inspect and Copy—***You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and the denial process.
4. ***Right to Amend—*** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss

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with you the details of the amendment process.

5. ***Right to an Accounting—*** You generally have the right to receive and accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described is Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
6. ***Right to a Paper Copy—***You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.

Psychotherapist's Duties:

12. We am required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
13. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
14. If we revise these policies and procedures, we will notify you as indicated in Section VI below.

✘ Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may address your concern with me during an office visit, or by telephone or mail. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. We can provide you with the appropriate address upon your request.

✘ Effective Dates, Restrictions, and Changes to Privacy Policy

This notice became effective on March 1st, 2014.

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will notify you prior to releasing any information based upon the revision, either by US mail or by giving you a revised notice personally during an office visit.