

Deborah Essex, MFT
Individual, Family & Child Counseling
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510-548-8980

INFORMED CONSENT FOR TREATMENT

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where such disclosures are required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the 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 client's family members communicate to Deborah Essex, MFT that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may 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 Deborah Essex, MFT. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Deborah Essex, MFT will use her clinical judgment when revealing such information. Deborah Essex, MFT will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

Health Insurance & confidentiality of records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Deborah Essex, MFT to prepare claims for your insurance carrier, only the minimum necessary information will be communicated to the carrier. Deborah Essex, MFT has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality privacy or to future capacity to obtain health or life insurance or even a job.

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 (client's) nor your attorney's, nor anyone else acting on your behalf will call on Deborah Essex, MFT to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: Deborah Essex, MFT consults occasionally with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Texts: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally Deborah Essex, MFT e-mails are not encrypted. Texts can easily be sent erroneously to the wrong number. Please notify Deborah Essex, MFT if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or texts. Please do not use e-mail or texts for emergencies.

Records and Your Right to Review Them: Both the law and the standards of Deborah Essex, MFT's profession require that she keep appropriate treatment records for at least 7 years. If you have concerns regarding the treatment records please discuss them with Deborah Essex, MFT. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Deborah Essex, MFT assesses that releasing such information might be harmful in any way. In such a case Deborah Essex, MFT will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Deborah Essex, MFT will release information to any agency/person you specify unless Deborah Essex, MFT assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Deborah Essex, MFT will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Deborah Essex, MFT between sessions, please leave a message on the answering machine (510) 548-8980 and your call will be returned as soon as possible. Deborah Essex, MFT checks her messages at least once a day, unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call: 911. Please do not use e-mail or texts for emergencies or to cancel appointments within 24 hours. Deborah Essex, MFT does not always check her e-mails daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$150.00 per 1 hour session at the end of each unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Deborah Essex, MFT 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. Unless agreed upon differently, Deborah Essex, MFT will provide you with a copy of your statements on a monthly basis, which you can then submit to your insurance company for reimbursement if you so

choose. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues and 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, Deborah Essex, MFT can use legal or other means (courts, collection agencies, etc.) to obtain payment.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, I understand them and agree to comply with them:

Client name (print) Date Signature

Client name (print) Date Signature

Psychotherapist Date Signature