

# Informed Consent Form: Your Rights and Our Policies

Welcome to The Center for Connection (CFC). We're committed to helping individuals and families discover more joy and meaning in their lives through connections with others. Before we get started, we'd like to review what you can expect during the therapeutic process, and outline some of our policies. Your rights, privacy, and sense of safety and connection are paramount to us. This form is an agreement between you and The Center for Connection. If you have any questions, you are welcome to discuss them with your therapist at any time.

### MULTIDISCIPLINARY TEAM OF PROFESSIONALS

The Center for Connection brings together carefully selected practitioners from various fields—psychology, social work, marriage and family, neuropsychology, speech and language pathology, educational therapy, occupational therapy, parent education, and more—with each practitioner offering a holistic perspective, grounded in the science of interpersonal neurobiology. Clients will receive treatment from one or more such professionals that is consistent, well informed, relationally based, and always aimed at helping them thrive. These professionals will consult with one another about clients as part of our multidisciplinary team format. The team includes both licensed and pre-licensed therapists in the fields listed above. For the purposes of this document, "therapist" is defined as your CFC service provider.

Your privacy will be strictly honored. At times, our interdisciplinary team may consult with one another about your case so that we can provide you with the best possible support. By signing this document, you are consenting to the release of confidential information, including any written reports you provide, among the Center of Connection therapists as part of your/your child's therapy, and allowing the CFC to handle your financial information in the form of checks and credit cards. (Credit cards are strongly preferred.) If you have concerns about the multidisciplinary format outlined above, please discuss your concerns with your therapist. Should you wish to revoke your consent to share information among CFC therapists, please do so in writing and send your notice of revocation to your/your child's therapist.

#### STARTING SERVICES

Individuals seek out therapy services for a variety of reasons across their lifetimes. Therapy can help you gain a better understanding of your personal goals and values, improve relationships, assist with managing difficult emotions, and/or strengthen critical developmental competencies. Effort on your part and a willingness to be honest with yourself, your therapist, and any participating family member will make it more likely that you'll see meaningful change as a result of therapy. If you are a parent or caregiver bringing your child to therapy, it's important to note that you are a vital part of the process. Supporting your child, collaborating with your child's therapist, and being involved in the therapeutic process will maximize therapeutic gains and increase the likelihood of lasting benefits.

At times, you/your child may feel discomfort in therapy. Resolving difficult issues and learning to regulate intense emotions through therapy can bring on strong feelings, such as anger, sadness, or fear. Your/your child's therapist will be a valuable resource in offering support through this process. Although the outcomes of therapy may, in some cases, be different than the expected results, most clients find that the benefits of therapy far outweigh the potential discomfort.

The specifics of your/your child's therapy journey will be individualized to your/their needs and communicated by your therapist(s). That said, most therapeutic services begin with an initial consultation session to provide adequate time to share important information that will help your/your child's therapist determine an ideal intervention approach. Following this intake portion, the therapist will discuss initial impressions of the concerns that brought you/your child to therapy and the kinds of strategies and approaches that are most likely to help you/your child reach your/their goals.

### **GENERAL POLICIES**

### **Fee Information**

**Rates:** Your therapist will provide a copy of their division's fee schedule prior to confirming any services or sessions. Please note that time needed for phone calls, emails, or other correspondence with your therapist or by your therapist will be billed in 15 minute increments.

**Good Faith Estimate:** You have the right to receive a "Good Faith Estimate" explaining how much you should expect to pay for the total expected cost of any non-emergency items or services. You can request your clinician to provide you with a Good Faith Estimate in writing at least one business day before your first session. The law says that if you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.

**Payment & Insurance:** The CFC is a private pay center and is not in-network with insurance providers. Clients are required to maintain a valid credit card on file and payment must be made at the time services are rendered. If you have insurance, your therapist can provide a Superbill outlining fees and services received so that you can submit for possible reimbursement by your insurance, depending on your benefits. Specific details are to be discussed with your insurance provider.

**Non-Therapeutic Legal Fees:** If you/your child become(s) involved in legal proceedings that require your/your child's clinician's participation, you will be expected to pay for the clinician's professional time (even if the clinician is called to testify by another party involving you/your child). Due to the complexity of legal involvement, the rate is set at \$450.00/hour (prorated in 15-minute increments) to cover preparation for and/or attendance at any legal proceedings or related tasks/events.

### **Cancellations and Discontinuation**

**Pre-Planned Cancellations:** Pre-planned cancellations require a minimum of 48 hours' notice via email or text (as agreed upon with your therapist). If the session is not canceled with at least 48 hours' notice it will be

billed at the full session rate. Pre-planned cancellations include vacations, conflicting appointments, family events, sporting events, lack of childcare/transportation, or anything that is not related to illness (see below). Clients may have up to two non-billed pre-planned cancellations per calendar quarter (Jan-Mar/Apr-Jun/Jul-Sept/Oct-Dec); beyond that clients will be billed the full session rate for additional pre-planned cancellations, even with appropriate notice. Please note that clinicians are unable to hold a client's session time due to prolonged absences or extended vacations. Prolonged absences or extended vacations are defined as 50% or more of scheduled sessions being canceled within a month-long period (not including national holiday cancellations). Should this occur, it will prompt a scheduling discussion with your clinician and may result in your session time being forfeited.

Illness-Related Cancellations: The health and wellbeing of our clients and therapists is paramount, and we therefore allow for one unbilled illness-related cancellation per calendar quarter (Jan-Mar/Apr-Jun/Jul-Sept/Oct-Dec). Illness-related cancellations require notification via email or text (as agreed upon with your therapist) by 8:00 am on the day of the session. If an illness-related cancellation is not communicated by 8:00 am on the day of the appointment, it will be billed at the full session rate. Please do not come, or bring your child, to the office with a fever, strep, unidentified rash, diarrhea, vomiting or any highly contagious illness. You or your child must be fever-free for 24 hours prior to the session. If you or your child arrives ill, the therapist has the right to cancel the session and you will be charged the full session rate.

**Discontinuation:** Endings are a natural and healthy part of any therapy relationship. At the CFC we approach discontinuation with intention and compassion and encourage you and your/your child's therapist to decide together when it is best to end services. If your/your child's therapist feels you/your child is/are ready to end services, they will, when possible, provide at least four week's notice and work collaboratively with you/your child to create a discontinuation plan that maintains your trusting relationship together. If you plan on discontinuing services for any reason, you must provide a minimum of 14 days' written notice via email to your/your child's therapist or you will be billed for the missed sessions.

### **Emergency Communication**

If you urgently need to speak with your therapist, please contact them via email or telephone and leave a message; your message will be returned in a timely manner. *In case of a life-threatening emergency, call* **911 or proceed immediately to your nearest Emergency Room.** Once the situation has stabilized, please contact your therapist to update them as soon as possible.

### **Volunteers and Students**

We value education and training at the CFC. On occasion there are volunteers or students who assist in maintaining the clinic and/or observe therapy sessions. Your therapist will notify you if any volunteers or students are employed while you or your child are receiving therapy. Your therapist will provide a written consent for you to sign prior to the volunteer or student observing or participating in the provision of therapy services. You retain the right to opt out of student/volunteer participation in or observation of your/your child's session at any time.

# **Vacations and Holidays**

Your therapist may on occasion be unavailable due to vacation, holidays, or personal emergencies. If appropriate, they will arrange for another CFC clinician to cover for their practice. If it is a non- emergency situation, your therapist will discuss the arrangement with you in advance, and if necessary, introduce you to the covering clinician.

# **Grievance Policy**

We encourage you to communicate concerns, questions and feedback to your clinician at any time. Should you have a concern that you feel is not appropriately addressed by your clinician in a timely manner, you can share your concern via email or phone with The CFC's Director of Client Relations: office@thecenterforconnection.org / (626) 385-6121.

Each professional division at The CFC is governed by a licensing board that receives and responds to complaints regarding services provided within their scope of practice. Contact information is provided below:

- The Board of Behavioral Sciences (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors): www.bbs.ca.gov / (916) 574-7830.
- The California Board of Psychology (Licensed Psychologists): www.psychology.ca.gov / 916-574-7720
- The Speech-Language Pathology & Audiology & Hearing Aid Dispensers Board (Speech-Language Pathologists): www.speechandhearing.ca.gov / (916) 287-7915.
- Board of Occupational Therapy (Occupational Therapists): https://www.bot.ca.gov / (916) 263-2294.
- Association of Educational Therapy (Educational Therapists): https://www.aetonline.org / 414-908-4949.

#### CONFIDENTIALITY

Within the limitations articulated in this document, the information you reveal to us during our professional relationship will be kept confidential and will not be released to anyone without your written consent. However, certain conditions do require that confidentiality and privileged communication be breached, including: 1) if there is reason to believe that you represent a danger to yourself; 2) if there is reason to believe that you represent an imminent danger to another person; 3) if there is reason to believe that child abuse or neglect is present; 4) if there is reference to online sexual messages containing images of or being sent to minors; 5) if there is reason to believe that elder abuse is present; 6) if a legitimate court order is issued; 7) if the treatment is ordered or is under the supervision of the court.

Confidentiality in Child/Adolescent Therapy Since your child is a minor, their right to confidentiality is also limited by our legal right to share information with their parents/legal guardians. However, since an effective therapeutic relationship often involves the provision of a safe place to confidentially discuss difficulties in one's life, it is best if you (the parent(s) or caregivers) and your therapist agree in advance regarding what type of information will be shared. In general, we believe it is important to inform a child's parents/guardians if the child is involved in any activity that is seriously harmful to themselves, but we may not reveal information if such activity does not seem to present an imminent risk of harm.

**Release of Information** If you ever want your/your child's therapist to share information with someone else (for example: a babysitter/nanny, an extended family member, your physician, an attorney, or an insurance company), your/your child's therapist will ask you to sign a consent form for the release of confidential information. This document can be updated at any time and must be updated annually.

Contact with Schools: Your child's therapist will not share any information with your child's school unless they have your written permission as parents/guardians. Sometimes your child's therapist may find it helpful to speak to your child's teacher, school counselor, or another professional at your child's school to gather information and/or to collaborate with the school in order to support your child's success. If the therapist wants to contact your child's school, or if someone at the school wants to contact the therapist, the therapist will discuss it with you as parents/guardians first and ask for your written permission via the Release of Information form.

**Contact with Doctors:** Sometimes your/your child's treating physician and the therapist may need to work together; for example, if you/your child is taking medication in addition to seeing a counselor or therapist. The therapist will get written permission from you in advance to share information with your doctor. The only time the therapist will share information with your/your child's doctor without permission is if you/your child is doing something that puts them at risk for serious and immediate physical or medical harm.

Telehealth Services: There may be times when telehealth services will be provided to you/your child, should you/your child and/or the therapist become unavailable for in-person therapy. Telehealth is a mode of delivering health care services to facilitate the diagnosis, treatment, care, management, and self-management of you/your child's health while at an "originating site" (typically your home) while your therapist is at a "distant site." While the therapist expects your communications to be secure and confidential, the therapist cannot control potential risks to telehealth technology, including interruptions, unauthorized access, and technical difficulties. The therapist is responsible for conducting telehealth services via a platform that meets HIPAA privacy requirements for online security. Note that telehealth treatment is different from in-person therapy and that if the therapist believes you/your child would be better served by another form of therapy services, such as in-person treatment, you will be expected to transition to in-person treatment with your/your child's therapist, or be referred to a therapist in your geographic area that can provide such services.

**Recording of Sessions**: The "two-party consent" rule, under California law, applies to psychotherapy services and requires that both the client/client's guardians and the therapist consent to any recording of "confidential communication." As such, you and your/your child's therapist may not record psychotherapy sessions unless previously agreed upon in writing by both parties.

# PRIVACY PRACTICES (HIPAA)

The following paragraphs outline how the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) affects how records here are kept and managed. The services you are receiving here concern your psychological status, a most private and intimate component of your life. Therefore, protecting your privacy is of utmost importance. The ensuing paragraphs explain how, when and why we may use and/or disclose your records which are known under the HIPAA legislation as "Protected Health Information" (PHI). Your PHI consists of individually identifiable information about your past, present, or future health or condition and the provision of and payment for health care to you. We may also receive your PHI from other sources, i.e. other

health care providers, attorneys, etc. You and your PHI receive certain protections under the law. Except in specified circumstances, we will not release your PHI to anyone. When disclosure is necessary under the law, we will only use and/or disclose the minimum amount of your PHI necessary to accomplish the purpose of the use and/or disclosure.

If you are receiving any type of psychotherapy service, your PHI is typically limited to basic billing information placed in a file in our office and also on a computer in the form of an electronic document. Clinical notes taken after sessions are known as Psychotherapy Notes and are not part of your PHI. Except in unusual, emergency situations, such as child abuse, homicidal or suicidal intention, your PHI will only be released with your specific Authorization.

In accordance with the HIPAA act and its Privacy Rule (Rule), your PHI may be used and disclosed for a variety of reasons. Again, however, every effort is made to prevent its dissemination. For most other uses and/or disclosures of your PHI, you will be asked to grant your permission via a signed Authorization, which is a separate form. However, the Rule allows for certain specified uses and/or disclosures of your PHI. These consist of the following:

- 1. Uses and/or disclosures related to your treatment, the payment for services you receive, or for health care operations:
  - a. For treatment: We might conceivably use and/or disclose your PHI to psychologists, psychiatrists, physicians, nurses, and other health care personnel involved in providing health care services to you but only with your specific Authorization. The only conceivable reason that a specific Authorization might not be obtained would be in the case of a medical emergency.
  - b. For payment: We may use and/or disclose your PHI for billing and collection activities without your specific Authorization. It is important for you to be aware that there are some family members who participate in billing and administrative duties.
  - c. For health care operations: We may use and/or disclose your PHI in the course of operating the various business functions of our office. For example, we may use and/or disclose your PHI in order to do third party or insurance billing without your Authorization.
- 2. Uses and/or disclosures requiring your Authorization: Generally, our use and/or disclosure of your PHI for any purpose that falls outside of the definitions of treatment, payment and health care operations identified above will require your signed Authorization. If you grant your permission for such use and/or disclosure of your PHI, you retain the right to revoke your Authorization at any time except to the extent that a disclosure might already have been made. 3. Use and/or disclosures not requiring your Authorization: The Rule provides that we may use and/or disclose your PHI without your Authorization when existing law requires that we report information including each of the following areas:
  - a. Reporting abuse, neglect or domestic violence: We may use and/or disclose your PHI in cases of suspected abuse, neglect, or domestic violence including reporting the information to social service agencies.
  - b. Judicial and administrative proceedings: We may use and/or disclose your PHI in response to an

order of a court or administrative tribunal, a warrant, subpoena, discovery request, or other lawful process.

c. To avert a serious threat to health or safety: We may use and/or disclose your PHI in order to avert a serious threat to health or safety. For example, if we believed you were at imminent risk of harming a person or property, or of hurting yourself, we may disclose your PHI to prevent such an act from occurring.

### The HIPAA Privacy Rule grants you each of the following individual rights:

- 1. In general, you have the right to view your PHI that is in our possession or to obtain copies of it. You must request it in writing. You will receive a response from us within 30 days of our receiving your written request. Under certain circumstances, such as if we fear the information may be harmful to you, we may deny your request. If your request is denied, you will be given in writing the reasons for the denial. We will also explain your right to have our denial reviewed.
- 2. You have the right to ask that we limit how we use and disclose your PHI. While we will consider your request, we are not legally bound to agree. If we do agree to your request, we will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that we are legally required or permitted to make.
- 3. It is your right to ask that your PHI be sent to you at an alternate address or by an alternate method, e.g., email. We are obliged to agree to your request providing that we can give you the PHI in the format you requested without undue inconvenience.
- 4. You are entitled to a list of disclosures of your PHI that we have made. The list will not include uses or disclosures to which you have already consented, e.g., those for treatment, payment, or health care operations. We will respond to your request for an accounting of disclosures within 60 days of receiving your request. 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. We will provide the list to you at no cost, unless you make more than one request in the same year, in which case we will charge you a reasonable fee for each additional request.
- 5. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that we correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of our receipt of your request. We may deny your request in writing if we find that the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of our records, or (d) written by someone other ourselves. Our denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and our denial be attached to any future disclosures of your PHI. If we approve your request, we will make the change(s) to your PHI. Additionally, we will tell you that the changes have been made, and we will advise all others who need to know about the change(s) to your PHI.
- 6. You have the right to get this notice by email. You have the right to request a paper copy of it as well. If you believe that we may have violated your individual privacy rights, or if you object to a decision we made about access to your PHI, you are entitled to file a complaint by submitting a written complaint to us. Your written complaint must describe the acts and/or omissions you believe to be in violation of the Rule or the provisions outlined in this Privacy Practices section. If you prefer, you may file your written

complaint with the Secretary of the U.S. Department of Health and Human Services (Secretary) at 200 Independence Avenue S.W., Washington, D.C., 20201. However, any complaint you file must be received by us, or filed with the Secretary, within 180 days of when you knew, or should have known, that the act or omission occurred. We will take no retaliatory action against you if you make such complaints.

#### RELEASE OF LIABILITY

Swings, suspended equipment, and other therapy tools may be a part of your child's therapy session. You agree not to hold the Center for Connection or the treating therapist liable for any injury that occurs while using this equipment. Know that there is always a risk when using this equipment, especially if the equipment is misused in any way. The treating therapist is trained in the proper use of all the equipment involved in the therapy sessions and will take all the necessary steps to prevent any injury from occurring. Please communicate clearly with the therapist if you feel uncomfortable at any time with the equipment being utilized.

YOU AGREE TO RELEASE THE CENTER FOR CONNECTION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM ALL LIABILITY TO YOU AND YOUR AGENTS, REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, INCLUSIVE OF THOSE ARISING FROM OR RELATED TO THIS AGREEMENT OR TO THE ACTS OR OMISSIONS OF YOUR THERAPIST, WHETHER THE INJURY, DEATH, OR PROPERTY DAMAGE OCCURS ON OR OFF THE PREMISES. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

### **ACKNOWLEDGMENT AND CONSENT**

Your signature provided below or electronically via our Therapy Notes web portal indicates that you have read and understood the information provided here and that you agree to these terms (either for yourself or your minor child). Additionally, you are consenting to treatment for yourself or your minor child.

\*\*\*IMPORTANT: All fields must be filled out. If one blank doesn't apply to your situation, just type "N/A."

Signature: (It a couple is signing, please add both na	mes nere, as in "John Doe and Jane Doe.")
Parent or Client Signature	Date
Parent or Client Signature	Date
If the client is a minor: Name of Minor	
Relationship to Minor	Minor's Date of Birth