

# OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

McClellan & Associates  
Elizabeth Shin, LCSW

**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 (client's) written permission, except where disclosure is 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.

**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 Ms. Shin. 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. Ms. Shin will use her clinical judgment when revealing such information. Ms. Shin 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.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where Ms. Shin becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she may also contact the person whose name you have provided on the biographical sheet.

**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 Ms. Shin only the minimum necessary information will be communicated to the carrier. Ms. Shin has no control or knowledge over what insurance companies do with the information she 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. The risk stems from the fact that mental health information is entered into big insurance companies' computers and soon will also be reported to, congress approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank data base is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been reported to be sold, stolen or accessed by enforcement agencies, which put you in a vulnerable position.

**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 Ms. Shin to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Ms. Shin consults regularly with other professionals regarding her clients; however, client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

**Your Right to Review Records:** Both law and the standards of my profession require that I keep appropriate treatment records. 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 Ms. Shin assesses that releasing such information might be harmful in any way. In such a case, Ms. Shin 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, Ms. Shin will release information to any agency/person you specify unless Ms. Shin assesses that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Ms. Shin between sessions, please leave a message on her confidential voice mail-box (949) 346-4371 and your call will be returned as soon as possible. Ms. Shin checks her messages a few times a day, unless she is out of town. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the Orange County 24-hour crisis hot line (714) 834-6900, or the Police (911).

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$\_\_\_\_\_ per 55 minute session at the end of each session or at the end of the month 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 otherwise. Please notify Ms. Shin if any problem arises 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 company. Unless agreed upon differently, Ms. Shin will provide you with a copy of your receipt 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/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**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 Ms. Shin and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Irvine, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Ms. Shin can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION:** 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. Ms. Shin will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or 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... Ms. Shin 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 very upset, angry, depressed, challenged or disappointed. Attempting to resolve 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 slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Ms. Shin is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Ms. Shin will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Ms. Shin's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Ms. Shin does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, Ms. Shin will assess if she can be of benefit to you. Ms. Shin does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy Ms. Shin assesses that she is not effective in helping you reach the therapeutic goals she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Ms. Shin 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, Ms. Shin will assist you in finding someone qualified, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Ms. Shin will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual Relationships:** Therapy never involves sexual or business relationships or any other dual relationship that impairs Ms. Shin's objectivity, clinical judgment, therapeutic effectiveness or can be exploitative in nature.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 72 hours (3 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 and Office Policies and General Information carefully, I understand them and agree to comply with them:**

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Client name (print)                      Date                      Signature

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Spouse, child's name (print)                      Date                      Signature

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Therapist                      Date                      Signature