



Journey of Life Psychological, Inc.

Informed Consent

This document contains important information about our services. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights in addition to state laws with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment and health care operations. The Notice, which is included in this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although this document is long and at times complex, it is very important that you read it carefully. We can discuss any questions you have. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on the Counseling Skills Center unless we have already taken action in reliance on it.

Counseling Services at Journey of Life Psychological, Inc.

The purpose of the clinical interview offered at Journey of Life is to conduct psychological evaluation, make therapy recommendations, and/or to refer you to a treatment option best suited for your individual needs (based on the breadth and scope of services provided here). The counseling interviews will be conducted by a licensed psychologist, a marriage and family therapy Intern, or a psychological assistant who is completing his/her clinical hours to become independently licensed. Both marriage and family therapy interns and psychological assistants have graduated from their respective educational program and is supervised under the direction of Dr. Jaseon Outlaw (PSY23676).

Requested documentation, requested from the client, must be requested with a 48-hour notice and is charged at the therapist hourly rate, or is billed to the client's insurance. We will not provide documentation on the spot, without a 48-hour request.

COUNSELING SERVICES and YOUR EXPERIENCE

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and the client, as well as the particular issues you discuss. There are many different methods that we may employ to deal with the problems that you hope to address. Counseling is not like a medical doctor's visit. Instead, it requires a very active effort on your part. In order for the counseling to be most successful, you will have to work on things discussed both during our sessions and at home.

Counseling can have benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have benefits for people who go through it. Counseling often

leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you may experience.

The first session or two will involve an evaluation of your needs, from which a treatment plan will be developed. During this time, it will be decided if this office is the best agency to provide the services you need in order to meet your treatment goals. By the end of the evaluation, you will be offered some first impressions of what your treatment will include and a treatment plan will be developed, if you decide to continue with counseling. You are strongly encouraged to evaluate this information along with your own opinions of whether you feel comfortable working with this agency. Counseling involves a commitment of time and energy, so it is recommended that you be thoughtful about your commitment. If you have questions about my procedures, you should discuss them with your therapist. If your doubts persist about your assigned therapist, we will be happy to refer you to another therapist for a second opinion.

If you need to cancel an appointment, we ask that you give a minimum 24-hour advanced notice. If you no show and do not call to reschedule the appointment, you will still be charged for the session (including insurance co-pays).

CONTACTING YOUR COUNSELOR

Each therapist has his/her own direct contact number but the general JOLCAS number is 510-463-1302. Please note that we are often not immediately available by telephone, but we do check voice mail on a regular basis. We will make every effort to return your call on the same day that you place it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times that you will be available. As we may return your call from a private phone, please set your phone to received ID-blocked calls. If you are experiencing an emergency, you should call 911, as opposed to waiting for a return call.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep protected health information about you and/or your child in your/your child's clinical record. Except in unusual circumstances that involve danger to yourself/your child and/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your/your child's clinical record when requested it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence so we can discuss the contents. If we refuse your request for access to your records, you have a right of review, which can be conducted with Dr. Outlaw.

Archived treatment records are securely stored in locked filing cabinets and/or password protected computerized files.

Treatment records will be maintained by Journey of Life for a period of 7 years from the date of your last clinical contact, or in the case of treatment records for children, 7 years from the date of the last clinical contact or 3 years past the child's 18th birthday, whichever is greater. After this time period has elapsed, records may be destroyed by way of paper shredding and/or deletion of computerized files; the document destruction process may involve third party vendors specializing in secure data destruction.

PATIENT (CLIENT) RIGHTS

HIPAA provides you with several new or expanded rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, including the Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist, psychological assistant, or MFTI. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

- Clinical supervision where therapist and supervisor are bound ethically and legally to keep the information confidential.
- Staff members, such as the clinical coordinator, who have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a supervisor.
- If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the counseling services I provided you, such information is protected by applicable counselor-client privilege law. I cannot provide any information without your or your legal representative's written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me and/or my supervisor, we may disclose relevant information regarding that client in order to defend myself.
- There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment.
- If we have reason to believe that a child under 18 who we have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that we file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, we may be required to provide additional information.
- If a client communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and we believe that the client has the intent and ability to carry out such threat, we must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If such a situation arises, we will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in counseling is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they

consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's counseling when it is complete. Any other communication will require the child's authorization, unless we believe that the child is in danger or is a danger to someone else, in which case, we will notify the parents of my concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections s/he may have.

HEALTH INSURANCE & EMPLOYEE ASSISTANCE PROGRAMS (EAP)

In some cases, clients wish to use health insurance, or an Employee Assistance Program (EAP), to cover the cost of therapy. In these cases, we will bill the insurance company once a copy of the insurance card is provided. The client, however, is ultimately responsible for being sure insurance benefits will cover counseling services. In addition, if the insurance company (or EAP) denies payment for any reason, the client (signed below) is personally responsible to pay the balance for counseling services rendered.

GRIEVANCE PROCEDURE

A grievance is an actual or perceived cause for protest or complaint arising out of some perceived or actual harm due to some action taken by a Journey of Life therapist. This alleged action has the impact of imposing on the individual's rights, or has the impact of imposing on an individual's right to receive quality treatment. If you feel harm has been done or your right to quality treatment has been compromised, you have the right to file an informal or formal (in writing) grievance with the clinical director. Contact the Journey of Life office or send an email to droutlaw@journeyoflifecounseling.com. Each and every grievance is taken seriously and will be investigated in a timely manner.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU UNDERSTAND THE HIPAA NOTICE DESCRIBED ABOVE.

Your signature also indicates that you consent to treatment for yourself and/or your child (children).

With my signature, I acknowledge that I have read the above information, or it has been read to me. I acknowledge that I have received answers to my questions I may have had and that I understand the content of the information above and agree to abide by its terms during our professional relationship, and hereby release Journey of Life Psychological, Inc. employees, and contractors from any liability for any harm, injuries, or discomfort that may result from the counseling interview(s).

- I, as the client (or parent/guardian of the client), understand that I am financially responsible for sessions in which I no-show and do not call to reschedule.
- I, as the client (or parent/guardian of the client), provide my consent to treatment and understand that I have the right to decline the e-sign and provide consent in ink.

Signature of Client (Sign & Print)

X

Client Name