

Ann J Clark, LCSW

Lic. #: 26864

This form provides you (patient) with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA pre-emptive analysis. (Revised 1/05)

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. If you are using your insurance mental health coverage, Ann Clark, LCSW may be required to share diagnosis and treatment information with your insurance company in order to obtain session authorizations and payment for sessions.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be 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 Ann J Clark, LCSW that the client presents a danger to others. Disclosure may also 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 Ann J Clark, LCSW. 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. Ann J Clark, LCSW will use her clinical judgment when revealing such information. Ann J Clark, LCSW will not release records to any outside party unless she is authorized to do so by all ___ adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapeutic work together, or in the future after termination where Ann J Clark, LCSW 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. Ann J Clark, LCSW has no control or knowledge over what insurance companies do with the information she submits or who has access to this information.

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 Ann J Clark, LCSW to testify in court or at any other proceeding, nor will a disclosure of the

psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Ann J Clark, LCSW consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E – MAILS, CELL PHONE, COMPUTERS AND FAXES: It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. Additionally, Ann J Clark's e-mails are not encrypted. Ann J Clark's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers on a regular basis. Please notify Ann J Clark, LCSW 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 faxes. If you communicate confidential or private information via e-mail, Ann J Clark, LCSW will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Ann J Clark's profession require that she keeps treatment records for at least six years. If you have concerns regarding the treatment records please discuss them with Ann J Clark, LCSW. 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 Ann J Clark, LCSW assesses that releasing such information might be harmful in any way. In such a case Ann J Clark, LCSW 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, Ann J Clark, LCSW will release information to any agency/person you specify unless Ann J Clark, LCSW assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Ann J Clark, LCSW 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 Ann J Clark, LCSW between sessions, please leave a message on her voice mail at 916-296-6972 and your call will be returned as soon as possible. Ann J Clark, LCSW checks her messages a few times during the daytime only, 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 Psychiatric Emergency Services (Sacramento): (916) 875-1000; 24-hour suicide prevention hotline (Sacramento): (916) 368-3111; or the Police: 911. Please do not use e-mail or faxes for emergencies. Ann J Clark, LCSW does not always check her e-mail or faxes daily.

PAYMENTS:

Clients are expected to pay the standard fee of \$130 for individual sessions and \$150 for couples session in the form of cash or check at the end of each session 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 Ann J Clark, LCSW if any problems arise during the course of therapy regarding your ability to make timely payments.

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 Ann J Clark, LCSW 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. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Ann J Clark, LCSW 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 AND SCOPE OF PRACTICE:

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. Ann J Clark, LCSW will ask for your feedback and views on your therapy, your 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. Ann J Clark, LCSW 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, Ann J Clark, LCSW is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his 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 or psycho-educational. Ann J Clark, LCSW does not provide medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Ann J Clark, LCSW 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, Ann J Clark'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.

TERMINATION: As set forth above, after the first couple of meetings, Ann J Clark, LCSW will assess if she can be of benefit to you. Ann J Clark, LCSW does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals who you can contact. If at any point during psychotherapy Ann J Clark, LCSW assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant 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, Ann J Clark, LCSW 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, Ann J Clark, LCSW will assist you with referrals, 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, if appropriate, Ann J Clark, LCSW will offer to provide you with names of other qualified professionals.

DUAL RELATIONSHIPS: Therapy never involves sexual or any other dual relationship that impairs Ann J Clark's objectivity, clinical judgment or can be exploitative in nature. Ann J Clark, LCSW will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Sacramento is a small community and many clients know each other and Ann J Clark, LCSW from the community. Consequently you may bump into someone you know in the waiting room or into Ann J Clark out in the community. Ann J Clark will never acknowledge working

with anyone without his/her written permission.

TREATMENT OF MINORS: If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is my policy to request an agreement from your parents or guardians indicating that they consent to give up access to such information and/or to your records. If they agree, Ann J Clark will provide them only with general information about our work together subject to your approval, or, if she feels it is important for them to know in order to make sure that you and people around you are safe. If she thinks it is appropriate, she will involve them if she feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, she will discuss the matter with you, if possible. She will do the best she can to resolve any differences that you and she may have about what she is prepared to discuss.

GROUP 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 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 therapists. They are not regulated by the same ethics and laws that outlined earlier in this document. While the expectation is that all group members will maintain 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.

SOCIAL NETWORKING AND INTERNET SEARCHES: Ann J Clark, LCSW does not accept friend requests from current or former clients on social networking sites, such as Facebook. She believes that adding clients as friends on these sites and/or communicating via such sites is likely to compromise your privacy and confidentiality. For the same reason, she requests that clients do not communicate with her via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless a different agreement is reached, 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 Signature:

Date:

Psychotherapist Signature:

Date: