Solara Calderon, Ph.D.
CA Licensed Psychologist PSY 32031
Hillcrest Psychological Associates
106 Thorn Street, San Diego, CA 92103
619-354-7400 ext. 116
www.HillcrestPsych.com

CONSENT FOR TREATMENT & NOTICE OF BUSINESS POLICIES AND PRIVACY PRACTICES

Welcome to Hillcrest Psychological Associates. This document contains important information related to my professional services and business policies--please read it carefully. Questions related to this agreement can be discussed at any time. When you sign this document, it will represent an agreement between us. The information provided regarding my policies for protecting the privacy of your confidential medical information is required by law. I work with a group of independent mental health professionals, under the name Hillcrest Psychological Associates. This group is an association of independently practicing professionals which share certain expenses and administrative functions. While the members share a name and office space, I want you to know that I am completely independent in providing you with clinical services and I alone am fully responsible for those services.

Psychological Services

The psychotherapy I provide varies depending on your characteristics and the particular concerns you bring forward. Psychotherapy is not like other forms of treatment in that it calls for an active effort on your part. In order for psychotherapy to be as successful as possible, you will need to consider the things we talk about both during and between our sessions, and consider making changes in some of your habits and in the way you think about certain things.

Psychotherapy has benefits and risks. Since psychotherapy 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, extensive research indicates that psychotherapy often offers benefits, including improved mood, better relationships, solutions to specific problems, and significant reductions in feelings of distress. In short, while psychotherapy is often helpful, there are no guarantees of what you will experience in psychotherapy.

Psychotherapy involves an initial evaluation, which typically takes one or two sessions to complete. By the end of the evaluation period, I will offer you some initial impressions of how our work together might be helpful should you decide to continue with treatment. You should evaluate this information along with your own impressions of whether you feel comfortable working with me. Psychotherapy involves a significant investment of time, money, and energy, so you should think carefully about making this commitment. If you have questions or concerns about our work together, we can discuss them when they arise. It is important that we discuss your concerns and attempt to address them directly. If you decide at any time that our work together is not meeting your needs, I would be happy to help you determine the best course of action, such as beginning treatment with another mental health professional or disengaging in treatment altogether.

Sessions

During the initial evaluation, we can both decide if I am well positioned to provide the services that you need. If we decide to work together in psychotherapy, I will typically schedule one 53 to 55-minute session per week at a time we agree upon. **Once an appointment hour is scheduled, you will be expected to pay for it unless you**

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provide 24-hours advance notice of cancellation. Because missed appointments cannot be billed to insurance carriers, you will be solely responsible for paying the full fee (not just the copayment) for those missed appointments.

My practice utilizes email and/or text messages to communicate with you about scheduling and sending reminders about appointment times. By signing this form, you agree to receive email and/or text reminders.

Professional Fees
My hourly fee is $180 for our initial evaluation appointment and for regular follow-up appointments. In addition to regular appointments, I charge this amount for other professional services you may need, but I will break down the hourly cost if I work for periods of less than one hour. Other services may include report writing, extended telephone conversations, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you are without insurance and are unable to afford my fee, you may inquire about the options for a lower fee.

Billing and Payment for Services
Unless otherwise agreed upon, payment will be collected each session. I accept checks or cash as forms of payment. If needed, we can discuss payment by credit card, as well.

The Executive Director of Hillcrest Psychological Associates, Dr. Erinn Tozer, manages my billing. She and other HPA staff (like our intake coordinators, billing personnel and senior management) will have access to limited information about you and my work with you—for example, they will know your name, address, diagnosis, and other similar information, and will also know about the services I've provided for you, but they will not have access to the case notes I will write.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I reserve the right to use legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Insurance Reimbursement
If you have health insurance it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. You should carefully review the details of your insurance coverage for mental health services. If you have questions about the coverage, you can call your plan administrator. Of course I will provide you with whatever information I can and will be happy to help you in understanding the information you receive from your insurance company. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end treatment. Note that you always have the right to pay for my services yourself if you don't want to use your insurance or if your insurance is limited.

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You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files and will probably be stored in a computer. I will provide your insurance company with only the information required in order to meet their administrative needs. By signing this consent form, you authorize me to provide information to your insurance company as needed for payment for services.

It is important to understand that there are certain situations where insurance will not pay for mental health services: Insurance will not pay for missed sessions or sessions that are cancelled less than 24 hours in advance. Insurance also does not pay for missed EAP appointments, court-ordered treatment outside the scope of routine outpatient care, legal matters, or any time you elect not to use your insurance for services. By signing this form, you acknowledge and accept the limitations of what your insurance company will pay for and what you would be responsible for yourself.

Professional Records and Confidentiality
The laws of California and the standards of my profession require that I keep treatment records. The information in your medical record is utilized in a number of ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment.

I will maintain treatment records for ten years following termination of treatment. After ten years treatment records will be destroyed in a manner that preserves confidentiality.

Exceptions to Confidentiality
There are some exceptions to confidentiality and I will provide information from your record when required to do so by local, state or federal law. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, however, a judge may order my testimony if she or he determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, a person over age 65, or a disabled person is being abused or mistreated, I am required to file a report with the appropriate state agency that can investigate that matter.

If I believe that a client poses a serious risk to someone else, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm her or himself or I have reason to be concerned for a client's safety, and I am not able to resolve the situation in treatment, I may seek hospitalization for the client or contact family members or others who can help provide protection.

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I am also obligated under the law to report to the appropriate authorities any instance where a client discloses that s/he has accessed, streamed, or downloaded material where a child is engaged in an obscene sexual act. I must also report electronic images of children that depict obscene sexual conduct.

Professional consultation is an important component of psychological practice, and I may occasionally find it helpful to consult other professionals regarding clinical, ethical, and/or legal issues. During a consultation, I make every effort to avoid revealing the identity of my client and/or my client's family members or caregivers.

If a situation occurs that requires that I share information without your written permission, I will make every effort to fully discuss it with you before taking any action. In most situations, in order to release any information to another party, I will ask that you sign an *Authorization to Release Information*. You may revoke your authorization at any time.

In the event of my incapacitation, disability or death, I have authorized my colleagues, Dr. Erinn Tozer, Ph.D. and Karen Z. Hyland, Ph.D. to have access to my client files and my appointment schedule. As psychologists, they are bound by confidentiality as well.

Minors and Parents

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually my policy to request an agreement with minors [over age 12] and their parents about access to client information. This agreement provides that during treatment, I will provide parents with only general information about the progress of the treatment, feedback as to actions that may be helpful to the client's treatment, and the client's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any specific information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Clients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian <u>unless</u> the psychologist determines that their involvement would be inappropriate. A client over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, <u>and</u> the minor client either would present a danger of serious physical or mental harm to him or herself or others, <u>or</u> is the alleged victim of incest or child abuse. In addition, clients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the client, or to his/her physical safety or psychological well-being.

Litigation

I will not voluntarily participate in any litigation or custody dispute involving a client. I have a policy of no communication with a client's attorney and will generally not write or sign letters, reports, declarations, or

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affidavits to be used in a legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed or ordered by a court of law to appear as a witness in a legal matter involving you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at an hourly rate of $300. Insurance will not cover these charges.

Complaints
The California Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. You may contact them by calling 1-866-503-3221, at www.psychboard.ca.gov, or by writing to the Board of Psychology, 1625 N Market Blvd Ste N-215, Sacramento, CA 95834.

Information In Your Medical Record Including the Right to Inspect and Copy
You are entitled to receive a **copy of your medical record** unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. I typically provide a treatment summary when there is a request for records. If I deny you access to your records, you can request to speak with an independent mental health professional about the situation. Your request for independent review of your original request for records should also be made in writing. If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request.

If you believe that the information I have about you is incorrect or incomplete, **you may ask me to amend that information**. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

You have the right to **request an *Accounting of Disclosures***. This is a list of the disclosures I have made of medical record information. That information is listed on the *Authorization To Release Information*, and will be provided to you at your written request.

You have the right to **request a restriction or limitation on the health information** I disclose about you for treatment, payment, or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your *Authorization To Release Information* should be specified on the *Authorization*.

You have the right to **request that I communicate with you only in certain ways**. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail.

Complaints Regarding Privacy Rights
If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent mental health professional, or with the U.S. Department of Health and Human Services, 50 United Nations Plaza, Room 322, San Francisco, CA, 94102. You will not be penalized for filing a complaint.

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You have the right to a paper copy of this document, and you will be offered one when you sign the original for your treatment record. I reserve the right to change my policies as outlined in this document--if they change you will be informed of that change and will be provided with a copy of the updated form.

Termination of Treatment
I reserve the right to terminate treatment at my discretion. Reasons for termination include, but are not limited to, cessation of my practice, untimely payment of fees, conflicts of interest, failure to participate in treatment or to make adequate progress in treatment, or treatment needs that are outside the scope of my practice or expertise. You also have the right to terminate treatment at your discretion. Should either of us decide to end treatment, I will generally recommend that you participate in a final session so that we can reflect on the work that was completed and discuss any ongoing treatment needs. When indicated, I will also offer referrals and attempt to ensure a smooth transition for any recommended ongoing treatment.

Contacting Me
Due to the nature of my work, I am often not immediately available by telephone. When I am unavailable, my telephone will roll over to a voicemail system that I check frequently. I will make every effort to return your call in a timely fashion, typically within a business day or two after you leave me a message. **Please be aware that I am unable to provide 24-hour crisis service.** In emergencies, you can attempt to reach me at my office number and leave a message. If you feel that you can't wait for a return call, you can contact the San Diego Access and Crisis Line (1-888-724-7240) or go to the nearest hospital emergency room and ask for help. If you are experiencing a medical or psychiatric emergency, call 911. If you simply want someone to talk to for support, the County of San Diego operates the WARM Line, available every day during afternoons and evenings, at 1-800-930-9276. Finally, the Suicide Prevention Lifeline offers 24/7 support by phone or chat at https://suicidepreventionlifeline.org or 1-800-273-8255.

If I am on vacation and you have an emergency, you may call my voicemail and the outgoing message will have the name and contact information of a colleague who is on-call on my behalf.

Acknowledgement
Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. By signing below, you acknowledge that you have reviewed and fully understand the terms and conditions of this agreement and consent. Moreover, you agree to hold me free and harmless for any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from treatment. You also understand that you are financially responsible for all charges for services provided, including unpaid charges by your insurance company or other 3rd party payor. You allow Hillcrest Psychological Associates to file on your behalf for payment of services with your insurance company and receive payment for these services directly. You agree that Hillcrest Psychological Associates may release any and all records to your insurance company or payor as requested for processing the claims for services.