

Informed Consent and Office Procedures

(Updated January 2011)

This document is designed to provide you with written information regarding a number of important areas in psychotherapy, and specifically Herman & Associates. The Board of Psychology requires the informed consent and its purpose is to assist in establishing a trusting relationship through full disclosure of the nature of psychotherapy, and the rules and policies of this office. You have the right to know what to expect from Herman & Associates.

The informed consent also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that Herman & Associates provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that Herman & Associates obtain your signature acknowledging that Herman & Associates has provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at that time. 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 unless Herman & Associates has already taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

In addition to the HIPAA requirements stated above, this informed consent reviews our qualifications, information regarding my Psychology Assistants, confidentiality and its limitations, records, fees, cancellation and no-show policies, length of sessions and length of service, outcome research, use of collection agencies, termination, and Herman & Associates' emergency policy. While this is discussed during our first session, please take the time to review it in writing. Herman & Associates have asked you to sign a statement in which we have agreed that we have reviewed this document together and that you have received a copy for your records. If you should have any concerns or questions regarding this document, please feel free to discuss them with us at any point.

Herman & Associates

Herman & Associates is a psychological corporation. Please be aware that while Herman & Associates may share office space with other clinicians, the corporation is in no way associated

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with them. While we may provide occasional peer consultation, it is important that you note that we operate totally independent from each other. Herman & Associates is a family business. Kenneth Herman and Patricia Sullivan are husband and wife and Jessica Hess is our daughter.

Employee Qualifications

Kenneth L. Herman, Ph.D.

Dr. Herman is the founder and CEO of Herman & Associates and has been in private practice in South Pasadena since 1988. Dr. Herman graduated from the University of Southern California with his Ph.D. in Counseling Psychology in 1987. He is licensed by the State of California as a Psychologist (#PSY10916, since 1989) and as a Marriage and Family Therapist (#MN24462, in 1988). He has extensive experience in assessment, diagnosis and counseling with individuals with developmental issues, psychological disorders, learning disabilities (LD) and attentional disorders. He has many publications in peer review professional journals, and has presented at numerous local, national, and international conferences.

Patricia Sullivan, M.Ed., M.S.

Ms. Sullivan is the Director of Herman & Associates. She received a Master of Education in Special Education in 1976 and a Master of Science in Marriage and Family Counseling in 2005. She has worked in the classrooms of both public and private schools and has been a principal of a school serving students with special needs. She has developed both curriculum and programs to meet the needs of students with emotional disturbance, learning disabilities, spectrum issues, and ADHD. She has lectured nationally and internationally on subjects related to learning disabilities, ADHD, parenting, and transition issues.

Jessica Hess, Ph.D.

Dr. Hess is a licensed clinical psychologist (PSY 21552) and the Clinical Director of Herman & Associates. She received her Masters and Doctorate degrees in Clinical Psychology from California School of Professional Psychology in 2005. Dr. Hess began her career in a Veterans Affairs Hospital, specializing in the treatment of substance abuse and women's trauma. She went on to work at Glendale Adventist Hospital, working in both the inpatient substance abuse treatment program and by providing individual and group therapy to adults, families, and children. In addition, she provided training to medical residents on the detection and treatment of mental health issues. Dr. Hess completed an American Psychological Association approved predoctoral training program at Pacific Clinics focusing on the assessment and treatment of children, adolescents, and adults. Her work over the past several years has focused on the treatment of adults with co-occurring substance abuse and mental health issues.

Psychological Assistants

Psychology Assistants are unlicensed therapists practicing under the supervision of Dr. Herman. Please note that consent to audiotape or videotape your sessions with a Psychology Assistant is granted by signing this Informed Consent. Dr. Herman may be reviewing segments from an audiotape of your counseling session at any time for the purpose of supervision and enhancing your therapy experience. The Psychology Assistants in Herman & Associates are: None at this time.

Multidisciplinary Diagnostic Team

For the purpose of psychodiagnostic evaluations, Herman & Associates commonly uses a multidisciplinary diagnostic team for a comprehensive evaluation. The assessment team could include employees, psychology assistants and/or independent contractors. We observe confidentiality in the context of our team.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods a therapist at Herman & Associates may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy 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, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Confidentiality and the Patient Privilege

The relationship between therapist and client is a private one. This is endorsed by professional ethics and protected by the law. Generally, communication between therapist and patient is confidential. This means that Herman & Associates may not disclose information obtained in the therapy session unless written consent is given by you. In most cases, the patient holds the "privilege," or has the right to determine who, if anyone, may discuss your case with me. In child psychotherapy, parents usually hold the privilege.

Please be aware that confidentiality does not exist between clinical staff at Herman & Associates. However, confidentiality does extend beyond our immediate team. If you have any questions regarding confidentiality please feel free to ask us at any time.

Limitations of Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, Herman & Associates can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations in which therapists are permitted or required to disclose information without either your consent or Authorization:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist will make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential.
- You should be aware that your therapist works with other mental health professionals and administrative staff. In most cases, your therapist needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the

same rules of confidentiality. All staff members 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 professional staff member.

- Herman & Associates also have contracts with outside professionals (e.g., accountants, collection agencies). As required by HIPAA, Herman & Associates has a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient discloses a serious threat to harm himself/herself or others, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection to the intended victim.
- Confidentiality remains in effect in the disclosure of a past crime, but not in the present threats of harm to self or others.
- If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. We cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI. Please note Herman & Associates litigation policy within this document.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend Herman & Associates.
- If a patient files a worker's compensation claim, Herman & Associates must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

There are some situations in which we are legally obligated to take actions that we believe are necessary to attempt to protect others from harm and that may necessitate revealing some information about a patient's treatment. These situations are unusual in our practice.

- If Herman & Associates has knowledge of a child under 18 or we reasonably suspect that a child under 18 that we have observed has been the victim of child abuse or neglect, the law requires that we file a report with the appropriate governmental agency, usually the county welfare department. We also may make a report if we know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, we may be required to provide additional information.
- If we observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects

that abuse, the law requires that we report to the appropriate government agency. Once such a report is filed, we may be required to provide additional information.

- If a patient or a patient's family member communicates a serious threat of physical violence against an identifiable victim, Herman & Associates is mandated by law to take protective actions, including notifying the potential victim and contacting the police. We may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- If Herman & Associates have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, we may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.
- If you are over the age of 14 and lose consciousness Herman & Associates must immediately report this to a local health officer.
- If you discuss a preventable future violent crime.
- There are several other limitations that relate to court proceedings, evidence code, or special situations. Please ask me, consult an attorney, or contact the Board of Psychology for additional information. In most cases, a judge must rule on patient confidentiality. The judge has the freedom to decide that all, some, or no information shared in therapy is confidential.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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.

Patient Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that Herman & Associates amend your record; requesting restrictions on what information from your Clinical Records 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and Herman & Associates privacy policies and procedures. We are happy to discuss any of these rights with you.

Confidentiality in Group, Family, and Couples Therapy

When more than one individual is participating in counseling, the right to confidentiality is shared by all group members. All information shared in the group should remain confidential. However, it is important to understand that we have no real control over material shared by other group members and can not be held responsible for breaches of confidentiality by other group or family members.

Confidentiality can become complicated if one participant wishes to share information with me that they want kept confidential from the other(s). While every client is entitled to confidentiality, it is also unethical for me to agree to keep a confidence that might be harmful to another. Herman & Associates policy in situations such as this is to reserve the right to use our best clinical judgment as to whether to hold specific information confidential from other therapy participants. If a situation arises which concerns you regarding confidentiality, please talk to us about it.

Confidentiality in Therapy with Minors

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A patient over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated patients 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 Herman & Associates determine that access would have a detrimental effect on the therapist's professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, it is usually our policy to request an agreement with minors (over age 12) and their parents about access to information (see the Adolescent Informed Consent). This agreement provides that during treatment, your therapist will provide parents with only general information about the progress of the treatment, and the patient's attendance at scheduled sessions, unless the minor discloses information to the therapist that involves engagement in illegal activities (felony, but not necessarily misdemeanor behavior) or the therapist deems the behavior as dangerous. Herman & Associates will also provide parents with a verbal summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless Herman & Associates feels that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Theoretical Orientation

My theoretical orientation is not easy to describe because it is a culmination of all my readings and experiences in psychology, research, education, child development and philosophy. At the heart, I am a developmentalist who works with children, adolescents and adults. I tend to conceptualize cases from a complex model that incorporates family history, birth and developmental history, psychosocial history, academic history, medical history and psychiatric history. I believe in the premise of the psychodynamic model that early childhood relationship experiences are very powerful and initially shape who we are and how we approach in the world. I believe that chronic unstable or inconsistent parenting greatly impacts an individual's ability to trust themselves and others, and form deep meaningful interpersonal connections with others. While parents have the greatest impact on the formulation of self and object relations, I have seen that healing and stabilizing experiences can come from a variety of other sources (e.g., other family members, teachers, mentors, coaches, significant others, therapists).

My therapy and interventions commonly involve simultaneous processing of content and process, the resolution of inner conflicts and unprocessed emotions, and the aligning of both thoughts and emotions. I believe in forming strong working relationships with clients, encouraging insight and self-awareness, validating the client's beliefs and perceptions and working together to understand how change needs to occur from an empathic, but sometimes confronting position. As clients evolve through this process and gain greater confidence and independence, I work to encourage their transition and emotional independence. I promote in the success attributes described in our, and others research.

In working with children, believe that the most powerful interventions come from a team approach. I usually prefer working in a multidisciplinary team model and often collaborate with other professionals. For example, when working with children I may initially conduct a classroom observation and teacher interview to gain a first-hand understanding of my client's functioning in the classroom. I work with clients to choose the best therapeutic format (e.g., individual, family, conjoint) to match client's particular needs and goals.

Risks of Long-term Psychotherapy

As with any medical procedure, there are some potential risks involved in psychotherapy. These include, but are not limited to:

- The unlikely event that symptoms may not improve or become worse as the result of psychotherapy.
- The benefits of psychotherapy (usually increased insight and awareness) often produce initial discomfort, which may be a catalyst for change. The potential for increased stress may cause a temporary disruption in your life. Change of any kind usually causes stress - even when the changes occur in positive directions.
- Therapy may be periodically emotionally painful as core issues are worked through.
- There may be potential consequences that reach beyond your personal life and into your career (e.g., such as difficulty obtaining high level security clearance).
- There is a possibility that you might not improve or become happier as the result of psychotherapy.

Please be aware that you are entering therapy of your own free will and may discontinue therapy at any time. If you choose to discontinue services and would like a referral to another therapist, please let us know and we would be happy to provide you with a list of qualified therapists. Once you have been fully informed of the nature of psychotherapy, you have the right not to proceed. Please note that there may be other equally valid formats to address your issues (e.g., medication, educational seminars) that may be as effective as psychotherapy for your needs. We would be happy to discuss these with you upon your request.

Psychotherapy that lasts for more than twenty sessions or six months necessarily involves an ongoing relationship between you and your therapist. One of the purposes of long-term, intensive psychotherapy is to allow your past emotional patterns to emerge and to be understood as they affect current relationships, particularly the therapeutic relationship. If there is the possibility that early or deep trauma of any kind affected your development, then as a part of your therapy you may need to review or to reexperience the emotions that were attached to that trauma.

Experience with revived memories of early abuse, deprivation, and trauma tells us that these memories are usually confusing, frightening, and/or upsetting. Experience in psychotherapy further tells us that such early memories are not usually recorded only in ordinary recollections, pictures of the events, or stories, but *in the ways we experience relationships and in various muscles and tissues of our bodies*. Thus, when these memories emerge in the here and now to be looked at they will be manifest in the ways you experience your therapist and/or the ways you experience your body and mind in reaction to therapy or to the therapeutic relationship.

There are three main dangers of intensive, long-term, relational psychotherapy:

1. You may begin to experience your therapist as somehow frightening, dangerous, neglectful, or not "on your side" in some way in the therapy process.
2. You may experience body reactions that represent early memories--such as agitation, distress, apathy, addictions, depression, eating and sleep difficulties, confusion, suspiciousness, or other physical symptoms intruding into your life in various ways.
3. You may feel a strong urge to flee, emotionally or physically, from your therapy so as to avoid further emergence of bad memories or negative experiences.

Psychotherapists have developed standard ways of addressing these three potential dangers:

1. There may come a time when your confidence in your therapist or in the therapeutic process begins to get shaky. It is important that you first bring this up with your therapist and then, if your concerns continue, to arrange with him or her to seek out a third-party professional case monitor or consultant with whom to discuss your misgivings. Your therapist will help you locate a mental health professional who is familiar with this kind of work and who can listen carefully to what problems are coming up with your therapist or with the therapy process and make appropriate suggestions and recommendations. If your therapist at any time believes your emotional reactions are threatening to you or to your therapy in any way, he or she will insist that you immediately consult a mutually agreed-upon case monitor.
2. An increase in any physical symptoms or adverse emotional reactions during the course of long-term psychotherapy usually signals the emergence of early traumatic memories. For your well-being and safety, it may be essential for you to have immediate medical and/or psychiatric evaluation and to remain under the care of a physician for a period of time. If your therapist at any time feels that the physical or mental reactions emerging in the course of treatment may potentially endanger you in any way, he or she will insist that you go immediately for medical and/or psychiatric consultation.
3. Should you wish to terminate treatment before you and your therapist mutually agree upon a beneficial time, it may be that you are unconsciously wanting to avoid the emergence of long-hidden traumatic memories. For example, you may experience your therapist as somehow failing you, as repeating previous insults or abuse to you, or as not being interested in you, not being emotionally available, not understanding you, or not liking you. You may then abruptly want to stop seeing your therapist in order to avoid the emotional pain and/or perceived dangers of dealing with these issues. Your first remedy would likely be to consult a mutually agreed-upon case monitor (as specified in item 1, above) in order to discuss the issues coming up with your therapist or your therapy process. A part of this consultation will be that your therapist and case monitor will communicate with each other about the relevant issues. Additionally, it is of crucial

importance that you be willing to continue at least five to ten therapy sessions so that you, your therapist, and your case monitor can adequately discuss your reasons for wanting to stop therapy and try to reach a joint understanding of what these reasons may mean to you and to your ongoing therapy process. If your therapist feels your decision to terminate therapy is abrupt or may be related to the revival of early traumatic memories, he or she may, in your best interest, insist that you consult a case monitor and then continue for a series of five to ten additional sessions before terminating.

Litigation

In the case of legal litigation, it is the policy of Herman & Associates that, as a condition of providing any and all psychological services, patients agree to not subpoena records or testimony. This includes child psychotherapy and child custody disputes. Please note that a subpoena of records or testimony would constitute a breach of this contract. In child custody disputes, it is a conflict of roles for a therapist to function as an expert in offering opinions regarding the best custody arrangements for the child. It is generally harmful to children to have information from therapy released to attorneys in child custody disputes, and we will refuse any attempts to obtain such information unless ordered by a court to do so. With releases from both parents, we will share therapy information with professionals performing child custody evaluations who will report to the court.

Records

Two different kinds of records will be kept regarding our sessions. The first is a Clinical Record that contains financial records listing the date, type of service, record of payment, and outstanding balance. This record is available for disclosure to my attorney, accountant and a collection agency if the bill is not paid. The second type of record is a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. They also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Although you are legally entitled to review or receive copies of all records upon request, according to California's Health and Safety Code, your Psychotherapy Notes can be withheld if there is a substantial risk of significant adverse or detrimental consequences to you in reviewing or receiving a copy of these records. Thus, Herman & Associates reserves the right to deny access to records. Furthermore, your Psychotherapy Notes cannot be sent to anyone else, including insurance companies, without your written and signed Authorization. Insurance companies cannot require your authorization as a condition of coverage, nor penalize you in any way for your refusal to provide it. Your records will be maintained according to the current standards of practice. The current standard (2007) is a 7-year period for adult patients and for 7 years beyond the 18th birthday for child patients.

Upon your death, the right to all your records will generally fall to the executor of your estate. It is always a good idea to designate a specific individual who you trust to hold the privilege concerning your clinical records. Specific instructions should be given to that individual regarding future access to your clinical records.

Billing

The fee for professional services will be established during the initial sessions. The fee reserves a session time slot. Herman & Associates is a Psychological Corporation and we are selling professional time. In cases where additional paper work (e.g., filling out forms for managed health care), or phone calls that need to be made outside our session are necessary, you will be billed for that time. Generally, if the required time takes over 10 minutes, then we will likely bill for that time. Any extra work that takes less than 10 minutes to complete will not be billed. Adjustments to the fee will be discussed for court appearances, in-patient visitations, or instances in which postponement of fee is requested.

Herman & Associates does not participate in any insurance policy and is not responsible for insurance billing. By signing this informed consent, you are agreeing to pay the full fee stated at the end of this form at the time services rendered, even if Dr. Herman is a member with your insurance company. Furthermore, as a condition of service, you are agreeing that this informed consent supercedes any contract Dr. Herman may have with your insurance company.

If you become involved in legal proceedings that requires our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$300 per hour for preparation and attendance at any legal proceeding.

Payment of Services

Payment of services is expected on a session-by-session basis. A *finance charge of 1.5% per month (15% annually)*, not to exceed the maximum permitted by law, will be added to all unpaid balances 30 days after the session date. Please note that balances include both unpaid sessions and accumulating unpaid finance charges. If your account becomes delinquent over forty-five (45) days, psychotherapy can be discontinued, at my option, until the delinquent amount has been paid or satisfactory arrangements for payments have been made. Additional expenses incurred by Herman & Associates relating to our work will be automatically billed to your account, including, but not limited to, unusual supplies, postage, travel expenses, bank fees for bounced checks, and fees incurred through collections (discussed below).

Herman & Associates prefers personal checks, but also accepts VISA, MasterCard and Discover credit cards.

Discounts on Professional Fees

Herman & Associates occasionally offers partial scholarships and/or discounts on professional fees depending on a number of factors. It is important to note that retention of any discount is contingent upon clearing your account balance at the end of each month. Failure to bring the account balance to ZERO within 30 days billing will not only result in a 1.5% finance charge, but also in a RETROACTIVE FORFEITURE of the entire discount. This means that your account will be rebilled at the full rate.

Cancellation Policy

Regular counseling appointment times have been reserved in advance and will be held over from week-to-week unless otherwise arranged. In order to cancel a session (at no charge), we require a one week notice in advance. Failure to follow this policy will result in a one hour charge.

There are exceptions such as illness or personal/family emergencies that should be discussed with me as they arise.

Charge for a Late Arrival for an Assessment Appointment

The assessment process requires a commitment from all of us. It is essential that you arrive on-time and ready to test (e.g., well rested, having eaten, no caffeine). Please know that we reserve larger blocks of time for assessment appointments and sometimes coordinate several professionals to work with you. If you arrive late to your assessment appointment or arrive not ready to test then this is a substantial inconvenience for us. Consequently, we charge \$50 if you arrive 15-30 minutes late for an assessment appointment. We charge \$150 if you arrive more than 30 minutes late, are sent home because you are not ready to test, or do not show up for your assessment appointment. Furthermore, if you arrive more than 30 minutes late your appointment may be cancelled and you will need to reschedule.

No-Show Policy

Failure to show-up for an appointment will result in a one hour charge.

Length of a Session and Services

The therapeutic hour begins at the time we arrange and will last approximately 45-50 minutes. Longer sessions are available upon request. Please keep in mind that we have consecutive appointments and must adhere to scheduled times. Parents should arrange for children to be dropped off and picked up promptly from their sessions. Late arrival for an appointment will result in a shorter session, as we will need to end at the scheduled time. The charge for a full session will continue to be billed. For safety reasons, a child will not be permitted to wait unsupervised for a parent to arrive. Parents who are more than 10 minutes late to pick up their child will be charged for an additional hour of service time.

The length of service depends greatly upon the nature of the issue(s) that brought you to therapy. We will spend some time discussing this during our first session and we are open to discussing this at anytime during our work. However, please note that either party may cancel our therapy at any time without notice.

Outcome Research Studies

Research clearly supports the overall effectiveness of psychotherapy. At your request, we will provide you with a copy of the practice directorate published by the American Psychological Association that reviews the efficacy of psychotherapy. This is a summary of scientific outcome studies addressing the effectiveness of psychotherapy. Generally, results of most meta-analysis studies indicate that the typical psychotherapy client demonstrates greater improvement than 75% of untreated individuals. For more information, please contact the APA, or visit their website at <http://www.apa.org>.

E-mail consultations

Many clients find it easier to exchange e-mails with us for brief consultations between sessions. This brings several key issues into question and you should give considerable thought to these issues before engaging in an e-mail consultation. The first issue involves confidentiality. This is perhaps the most sacred of all patient privileges, and it is particularly problematic when

corresponding through e-mail. While we will respond to e-mail, please note that they are not necessarily confidential. E-mails are transported via other computers and there is always a chance that they could be intercepted and read (e.g., the Patriot Act). The second issue to consider involves the type of records kept in your file. While we keep records that meet legal and professional requirements in our face-to-face interviews, the e-mail exchanges we might exchange likely will contain substantially more information than the minimum required by any professional or legal body. The third issue involves the degree of patient satisfaction and effectiveness with e-mail communication. Despite surveys that indicate patient satisfaction with e-mail and Internet services, there are few empirical research studies covering these areas. Please be aware of these limitations when considering sending e-mail to any professional.

Use of Collection Agencies

Failure to pay your bill will result in the employment of an attorney or a collection agency at your expense. This means that confidentiality will be broken and that any financial records (not clinical) required by the agency to collect unpaid fees will be released. By signing this agreement, you acknowledge that you will be financially responsible for any additional charges incurred by me as a result of collection procedures, including but not limited to attorney/court fees, mediation expenses, and collection agency charges.

Termination

As discussed above, your participation in psychotherapy is voluntary and either one of us may choose to end our association at any time without cause. However, it is usually important to have a termination process: a session or two, depending on the length and intensity of the treatment. In case of child psychotherapy this recommendation is even more important.

Emergency Policy

If you should need to contact one of us on an emergency basis you may do so by leaving an urgent message for your therapist at (323) 344-0123. Our office telephone answering system will call your therapist's cell phone. Please note that while we will attempt to call you back as soon as possible, we *can not guarantee emergency responses*. For this reason, we encourage you to have a support network in place that includes several people who are available for emergencies. In a life-threatening emergency it is always best to go to an emergency room, or call 911, a suicide prevention hotline, or other applicable crisis intervention services.

Contractual Issues

There is no agreement for psychological services with Herman & Associates other than this one. All prior agreements for psychological services are merged into this contract. This agreement can only be changed by a written document signed by both parties.

If any part of this agreement is found to be invalid or unlawful by a court of law, all other parts of this agreement remain in full force and effect.

Financial Responsibility Statement

Please note that if your case necessitates any legal action involving our services, you will be expected to pay for our professional time even if we are called to testify by another party. Because of the difficulty of legal involvement, Herman & Associates will charge 150% of our regular hourly fee (see above) for preparation and attendance at any legal proceeding.

Additionally, Herman & Associates will estimate the number of service hours required and ask that a retainer be paid in advance.

I have read and understand the informed consent and office information provided by Herman & Associates. I agree with the topics discussed above and I have had a chance to ask any questions and have had those questions answered to my satisfaction. I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his/her professional association as well as the laws of the state of California governing the practice of psychotherapy and that he/she is liable for infractions of those standards.

I understand that I will be fully responsible for any and all legal and/or collection costs arising as a result of my contact with my therapist, including appropriate compensation for his time involved in preparing for and doing court work.

I understand that my therapist from time to time makes teaching and research contributions using disguised client material. By consenting to treatment I am giving consent to this process of professional contribution and the right to use disguised material without financial remuneration.

Arbitration Agreement

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law, which [in California] states as follows:

"NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE ONE OF THIS CONTRACT."

Article 1: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process except as California law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

This agreement constitutes the entirety of our professional contract. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

Consent For Treatment For Myself Or My Minor Child

I (We) hereby give my (our) consent for myself or my minor to receive services from Herman & Associates:

I understand that if a minors' parents are divorced, generally BOTH parents must consent for treatment of a minor.

I understand and agree that I am financially responsible for the services rendered by this office and will pay for each session upon its conclusion unless other arrangements are specifically made in advance. I have also received the HIPAA Notice form described above.

Please print the patient's name

Patient/Parent Signature

Date

Print Name & Relationship to client

Patient/Parent Signature

Date

Print Name & Relationship to client