



DBT

center of orange county

INFORMED CONSENT STATEMENT AND OFFICE POLICY

The following statement answers some important questions concerning the DBT Center of Orange County. If you have any further concerns after reading this, please feel free to contact us at (949) 480-7767 or ask your therapist at your first appointment. Please keep one copy of this statement for your records. The signed and dated original will be kept in your file. Please read the entire statement before signing.

Welcome to the DBT Center of Orange County. This document contains important information about the DBT Center of Orange County, the psychotherapist-client relationship as well as our office policies. There is also a brief summary of 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). In compliance with HIPAA, you will also be provided with a Notice of Privacy Practices, which explains this in greater detail. It is important that you read this document carefully and do not hesitate to contact us with questions.

Psychotherapy Service and Procedures: A “Psychotherapy patient” or “treatment” relationship does not exist until an initial evaluation is completed and your signature is appended and dated at the bottom of this form. Patients may discontinue treatment at any time, and it is always recommended that they do so after discussion with their therapist. Similarly, your therapist may need to terminate your treatment if, in his/her judgment you are not benefiting from treatment or are non-compliant with treatment requirements. We will offer appropriate referrals to assure your continuum of care and operate from a best practices perspective. These referrals may include the following: individual and family therapy, group therapy and medication management.

DBT Program: Initially you will meet with one of our clinicians to assess your readiness for entry into our DBT Program or Skills Group. The most important aspect of DBT treatment is your willingness to commit and practice the skills. Showing up to group and/or sessions is extremely important! Once your level of readiness and commitment is determined, your work towards Building A Life Worth Living begins!

- ◆ **DBT Intensive Outpatient Program:** This is a six (6) week program offering a minimum of nine (9) hours per week of Intensive DBT Skills Training to include a fifty (50) minute individual session. Medication management, psychological testing, skills coaching/case management, and drug and alcohol testing are offered at additional costs.
- ◆ **DBT Individual Therapy:** This is a fifty (50) minute individual session. The session will be scheduled with your therapist at an agreed upon time. This time will be held for you each week. **If you are unable to attend, you must provide 24 hours' notice in advance to avoid charges.** Individual DBT sessions include Diary Card and Behavior Chain Analysis review and process.
- ◆ **DBT Skills Group:** This is a weekly ninety (90) minute educative group developed to acquire DBT skills only. All clients **MUST** be working with an individual therapist for admission to this group.

Risks & Benefits: Psychotherapy can have benefits and risks. The goal of mental health treatment is to decrease target symptoms. Since therapy often involves discussions around certain unpleasant aspects of your life, you may experience uncomfortable feelings of sadness, anger, guilt, frustration, loneliness and helplessness. Psychotherapy may increase these feelings and symptoms may worsen before they improve. Symptoms may continue or new symptoms emerge during the course of treatment. However, the hope is that this is temporary and through psychotherapy, many benefits will evolve. Psychotherapy often leads to improved relationships, solutions to specific issues, and significant reduction in feelings of anxiety and depression. You will be encouraged to utilize skills to help cope with difficult emotions, change destructive patterns of thinking, improve interpersonal relationships and hopefully impact your overall behavior and wellness in a positive manner. However, there are no guarantees of what the process will mean for you. Alternative treatments and therapeutic modalities may need to be considered. Please do not hesitate to ask any questions that may arise during treatment.

Limits of Confidentiality: The law protects the privacy of all communications between a patient and psychotherapist. In most situations, treatment information can only be released if you sign a written authorization form that meets certain legal requirements as imposed by HIPAA and/or California law.

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- ◆ It is legally required of us that we act to prevent physical harm to yourself or others when there is “clear and imminent” danger of that happening. In cases of imminent suicidal behavior, the therapist may consider notification of family members as one means to protect the patient, but this would typically be discussed with the patient first.
- ◆ We are legally required to report ongoing child, elder, and disabled abuse.
- ◆ If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychotherapist-patient privilege. Your psychotherapist cannot disclose any information without a court order or your written consent.
- ◆ We may have to release your records when ordered to do so by a court subpoena. However, we will discuss the details of privilege with you beforehand and request a written release from you if we judge this to be in your best interest.
- ◆ If you file a lawsuit or complaint against your psychotherapist, he/she may disclose relevant information regarding your treatment in order to defend himself/herself.
- ◆ As a DBT therapist it is normal practice to consult with other DBT professionals to ensure the highest quality of client care. Your Psychotherapist will make every effort to avoid revealing PHI, and the other professionals are legally bound to keep the contents of the consultation confidential. Unless you object, your therapist will not disclose these consultations unless she/he feels that it is important for your work together.
- ◆ We may need to release information regarding you to insurance carriers as required for payment or review of a claim.
- ◆ We may use a fax machine or email to send treatment plans and other evaluations to your insurance company, specific agencies and other providers. Although we make every attempt to safeguard this information, faxed and emailed information is not necessarily guaranteed confidential.

In the following situations, **exceptions** to confidentiality exist:

For patients under 18 years of age, parents legally hold the confidentiality privilege over disclosure of material from therapy sessions. However, out of respect for the teenage patient's privacy and autonomy, and to promote the most effective treatment, it is the therapist's policy that she/he does not disclose to parents the material which the teenage patient discloses to the therapist unless the teenager gives her/his consent to such disclosure, or if the therapist determines the teenager is in immediate risk of serious harm to themselves or others. In such cases, the therapist will typically discuss with the teenage patient her/his opinion of the need to consult with the parents before doing so. What is usually recommended for teenage patients who are in individual therapy is that a joint meeting between the therapist, patient and parents be held every few weeks, with the therapist and patient reviewing beforehand the patient's perceptions of their current status with the goals they entered therapy to work on. Confidentiality issues can be complicated; so if you have any questions, please do not hesitate to ask us.

Appointments and Cancellations: Individual sessions are arranged by appointment only. If an appointment is cancelled or missed without 24 hours prior notice, a regular charge will be made to your account. **DBT Group Therapy:** If you miss a group therapy session (no show or cancellation), you will be unable to make up the session and the regular charge will be placed on your account. If you miss three (3) consecutive DBT Adult group sessions or four (4) consecutive DBT Adolescent sessions (no show or cancellation of group therapy), you will no longer be allowed to attend. You may reapply for services after the twelve (12) Week Adult curriculum or 16 Week Adolescent curriculum you signed up for is completed. **Initial:** _____

Electronic Communication: We frequently communicate with patients via cellular phone. This includes calls, texts and email. Please understand that your confidentiality is always compromised when communicating by electronic devices or mail. There is always the risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with your psychotherapist constitutes implied consent for reciprocal use of electronic and mail communication. Please circle whether you authorize contact by cellular phone via calls and/or texts and email. **YES / NO** **Initial:** _____



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Telephone Calls and Emergencies: Email and text are NOT to be used for the communication of crises. Our office phone number is (949) 480-7767. We do not provide formal emergency services. If there is an emergency situation and you cannot reach us directly, contact your family physician or the nearest emergency room for crisis treatment. If your DBT therapist is away, his/her voicemail will indicate that and provide alternate sources for contact. Calls made at nighttime or on weekends and holidays will be returned the next business day unless prior arrangements have been made. We will make every effort to return your call on the same day with the exception of nighttime, weekends and holidays. Initial: _____

Fees and Payment: There are charges for initial assessments and consultations, therapy, or other services you may request. Our fee for a 50-minute individual therapy session is \$185.00 with a licensed intensively trained DBT clinician and \$125 for unlicensed therapist intern. Fees are prorated for longer sessions. Please make check payable to the DBT Center of Orange County and present them to your clinician at the beginning of each session. Fees are due when services are rendered. Initial: _____

Canceling a session with less than 24 hours notice will result in you being billed at the standard session rate and missed appointments are not reimbursable by insurance. Please give careful consideration to canceling a session with less than 24 hours notice. Initial: _____

All fees include brief telephone conversations (less than 15 minutes), texts, and consulting with other professionals as is deemed necessary. If you require more than two coaching calls per week, or need coaching calls longer than 15 minutes, you will be billed at a prorated rate based on the session rate in ten (10) minute increments. Initial: _____

DBT Skills Groups Fees and Payment: The fee for the 12-week, Adult DBT Skills Training Curriculum which consists of twelve (12) weekly 1.5 hour sessions is \$1200.00. The fee for the 16-week Adolescent DBT Skills Training Group is \$1600.00. DBT Skills Training group fees are **payable in advance**. The **fee for DBT Skills group is non-refundable**. Initial: _____

You have the option to pay by check or use our **Electronic Payment Billing** services by having a credit card on file with us (see Electronic Payment Authorization Form). We accept MasterCard and Visa. Returned checks will incur a \$35.00 returned check fee. Initial: _____

Reports and Collaterals: If you request phone contact and/or written reports for schools, physicians, insurance companies, you will be charged according to the time spent at your regular session fee in ten (10) minute increments. Initial: _____

If you become involved in legal proceedings that require our participation, you will be charged for all of our professional time including preparation and transportation costs to court. Initial: _____

Monthly Statements: Before you can receive your statements, **you must verify the email address that you have on file and complete the verification process with our billing partner**, Therapy Partner. Therapy Partner will send you an email from: "statements@therapypartner.com" subject: "Please verify your email address". Please follow the instructions completely to ensure you receive automatic monthly statements. It is a good idea to add "statements@therapypartner.com" to your safe senders list to help ensure you receive your statements, so they do not go into your junk email box. Initial: _____

Diagnostic Code: Diagnostic codes are optional on your statement; please indicate whether you want your statement to include the diagnostic code. The diagnostic code is required for insurance reimbursement by most carriers. **YES / NO** Initial: _____

Insurance Coverage: We are currently not contracted with any insurance company as an in-network provider. Therefore, we do not submit insurance claims or bill insurance companies in any way, and we request that you pay the full fee for each session in advance or at the time of service. It is your responsibility to verify how much your insurance company will reimburse you when you submit your claims. We do not guarantee how much your insurance company will reimburse you. Initial: _____

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Patient Rights: HIPAA provides you with a number of rights which briefly include the right to amend the information in your record, to limit what information is disclosed and to whom, to request restrictions as to how you are contacted, and to receive an Accounting of Disclosures or a list of all information that has been released about you. You can also file a complaint about our policies and procedures regarding your records with the Federal Department of Health and Human Services. Please review the Notice of Privacy carefully.

Complaints and Grievances: Any patient who has a grievance arising from their treatment at the DBT Center of Orange County may present their grievance, verbally or in writing to their therapist or program manager. This individual will investigate the nature of the grievance and seek to reach an acceptable and reasonable resolution in a timely manner. However, if the patient continues to be dissatisfied with the program manager's decision, they are encouraged to take their grievance outside the program (e.g. state licensing board, client rights advocacy group). All grievances will be kept confidential unless the law requires that they be disclosed. All investigations and communications regarding the grievance will be documented in patient's file. All patients will be offered a copy of our Grievance Policy at the time of their first appointment.

Mediation and Arbitration: Lawsuits are something that no one anticipates and everyone hopes to avoid. The method of resolving disputes by arbitration is one of the fairest systems for both patients and psychotherapists. By signing this office policy contract, you are agreeing that 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 with the DBT Center of Orange County and patient(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 Orange County, CA, in accordance with the rules of the American Arbitration Association which is in effect at the time the demand for arbitration is filed. Arbitration agreements between health care providers and their patients have long been recognized and approved by the California court system. You may call witnesses and present evidence. Each party selects an arbitrator who then selects a third neutral arbitrator. These three arbitrators hear the case. This agreement generally helps to limit the legal costs for both patients and psychotherapists. Further, both parties are spared some of the rigors of trial and the publicity that may accompany judicial proceedings.

Consent to Treat Minor: The DBT Center of Orange County generally requires the **consent of both parents** prior to providing any services to a minor child. If any question exists regarding the authority of a parent or caregiver to give consent for psychotherapy, we will require copies of supporting legal documentation such as a custody order prior to the commencement of services.

If your child participates in treatment, please understand the importance of allowing him/her to develop a confidential relationship with your child's clinician. As such, you understand that most personal information that your child discusses with his/her therapist will not ordinarily be shared with you. Instead, your child's therapist will provide you with general summaries of your child's progress without sharing private details. However, please understand that the office is committed to inform you about unusual or dangerous symptoms or behaviors.

I, _____ as parent/guardian of minor child
named _____ authorize and request the DBT Center of
Orange County to carry out treatments that are advisable now or during the course of his/her care as a patient.

I understand that the purpose of any procedure will be explained to me and be subject to my agreement. I have read and fully understand this Informed Consent and Office Policy.

Date _____ Minor's Signature _____

Date _____ Parent/Guardian's Signature _____

Date _____ Provider's Signature _____

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Consent to Treat Adult:

I, _____ authorize and request the DBT Center of Orange County to carry out psychological examinations, diagnostic procedures, and/or treatments that are advisable now or during the course of my care as a patient. I understand that the purpose of any procedure will be explained to me and be subject to my agreement. I have read and fully understand this Consent for Treatment Form.

Date _____ Patient's Signature _____

Date _____ Provider's Signature _____

Our goal at the DBT Center of Orange County is to offer you excellence in patient care. We provide this document to you in advance, so our patients have a clear understanding of how the office operates prior to beginning services. If you have any questions or anticipate potential conflicts with any of these policies, please discuss them with our office prior to signing this agreement. Our contact information is as follows:

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Physical Address: 4299 MacArthur Blvd, Newport Beach, CA 92660
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Your signature below indicates that you have read the information carefully and agree to abide by the terms of this contract during our professional relationship.

Date _____ Patient's Printed Name (if minor, parent/guardian's name) _____

Date _____ Patient's Signature _____