



This is a very long version of my Informed Consent for Treatment. It provides a lot of information. Please feel free to look it over. When you come in, I will give you a copy. I will also ask you to sign a much shorter version. Your signature on both forms will indicate that you understand about confidentiality, and that we have agreed on the fee you will pay.

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality. With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. **Duty to warn and protect.** If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

2. **Abuse.** If I have good reason to suspect or believe that you are abusing or neglecting a child or vulnerable (over age 65 or disabled adult), I must inform Child Protective Services within 48 hours and Adult Protective Services immediately. I may have to make a report if you give me information about someone else who is doing this.



3. **Suicidality.** If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

4. **Prenatal exposure to controlled substances/children under age 16 exposed to substances.** California law stipulates that “any indication of maternal substance abuse shall lead to an assessment of the needs of the mother and child pursuant to law.”

5. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either engaged in sexual contact with you then the law requires me to provide you with written information that will help you determine what steps to take to address what happened.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couple’s therapy with me. If you and your partner decide to have some individual sessions as part of the couple’s therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions. In couple’s therapy, should more substantial individual work need to take place, I would refer to another qualified therapist for individual work, in order to avoid compromising the process of the couple’s therapy.

II. Record-keeping. I keep brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time.. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis. If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-IV; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

IV. Other Rights. You have the right to ask questions about anything that happens in therapy. I’m willing to discuss how and why I’ve decided to do what I’m doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I’m not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care. I accept reimbursements for treatment from the following insurance companies:

- Blue Cross
- Blue Shield
- United Behavioral Health
- Managed Health Network

If your therapy is being paid for in full or in part by a health insurance firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use



medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the MC company as needed.

VI. Fees. California state law requires therapists to enter into agreement with clients what fees will be charged for each session, when and how the fee will be paid. I will provide therapy at a reduced rate for the initial phase of my private practice, starting at \$90 per hour. I also offer a few slots with a reasonable sliding scale for appointments, based on the ability to pay. I also accept insurance from the following companies: Blue Shield, Blue Cross, United Behavioral Health and Managed Health Network.

The fees above include the following.

- Time in session
- Time spent on customary paperwork and treatment planning
- Time spent in consultation, training and research
- Short telephone calls or emails with the client for scheduling purposes or support

Returned checks will have a service charge of \$30 per check and those that are run through the bank a second time will be charged an additional \$20 each time. Balances that are over 30 days old will have a 5% service charge per month added and will be turned over to collection at the end of the 30 day period, with an additional \$30 collection fee.

VII. Payment Methods. Payment can be made in the form of cash, personal check, money order or credit card.

VIII. My Training and Approach to Therapy. Graduating from Stanford University with a Bachelor's Degree in Political Sociology, I earned a Master's Degree in Counseling Psychology in 2005 at John F. Kennedy University in Campbell, California. I am a licensed Marriage Family Therapist (#48039) in California. My areas of special training and expertise include Imago therapy (I am in the process of becoming a Certified Imago therapist), NonViolent Communication, Motivational Interviewing, family systems work, Domestic Violence, Sexual Assault, Equine Facilitated Psychotherapy, and specifically working with survivors of trauma, abuse, and victimization, and people in recovery from alcohol and drugs. From 2003 until 2011 I worked for the local nonprofit agency, Community Solutions, in their Solutions to Violence, Restorative Justice, and Traditional Families and Children Programs. I am fluent in Spanish and enjoy providing services across cultures.

My approach to therapy is greatly influenced by the work I did with Emphasis on Communication of Monterey, CA, the family systems approach and Imago theory. I will gladly provide you with additional information if you will like to learn more. I use a variety of techniques in therapy, trying to find what will work best for you. These techniques are likely to include dialogue, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal-keeping, drawing, and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems; I refer both to traditional and non-traditional (homeopathic and Oriental medicine) practitioners, and will be glad to discuss with you the pros and cons of various alternatives. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest. I do not have social or sexual relationships



with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

The therapeutic relationship, within which healing and growth happen, requires a “good fit” and it may take more than one session to realize how well this relationship works. The first two to three sessions are best termed an assessment period. During this initial assessment period my clients and I decide on the main issues and problems to be addressed in therapy, we evaluate the “fit,” and if we determine that there is a “good fit” we establish a treatment plan and set goals. The remaining sessions are known as “therapy.” If for whatever reason a decision is made to discontinue working together, I will provide you with a minimum of three referrals to therapist that hopefully will be able to give you the help that you wish.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

I am away from the office several times in the year for vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

IX. Termination of therapy.

You and I will normally determine together when therapy ends, with four exceptions. You may simply decide to end therapy and stop coming. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I have the right to terminate therapy with you under the following conditions:

- When I believe that therapy is no longer beneficial to you. I will discuss this with you and listen carefully to what you think and feel.
- When I believe that continuing to treat you would put myself or family in personal jeopardy of physical or emotional harm.
- When I believe that you will be better served by another professional, whom I will recommend. If I determine during the first 2 to 3 sessions that I cannot help you, I will assist you in finding someone more qualified. If I have written consent from you, I will provide that professional with the essential information she or he requires.
- When you have not paid for the last two sessions, unless special arrangements have been made.
- When you have failed to show for your last two therapy sessions without a 24-hour notice of cancellation.

If any of these situations apply, I will send a letter to your address of record that you supplied when first seen to inform you of my decision, and I will give you the names of several therapists for your future counseling needs.



Your Responsibilities as a Therapy Client

I. Sessions. You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 60 to 90 minutes. If you are late, I will be flexible and if another client will be coming in we will end on time and not run over into the next person's session. I have a flexible cancellation policy for now. As my practice grows I will consider applying a fee for sessions missed without 24 hours' notice, except for emergencies. I cannot bill missed sessions to your insurance. I would not want or expect you to travel in dangerous conditions (for instance, driving on icy roads without proper tires), or if you or someone whose caregiver you are has fallen ill suddenly.

II. Ending Treatment. You have the right to terminate therapy with me at any time without any financial (other than those you have already incurred), legal or moral obligation.

III. Fees. You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My standard fee for a session is 90.00 for a 60 minute session which I may allow to run over by 15 or less minutes, time permitting, at no additional charge. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time.

IV. Insurance. If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment at each session. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company via electronic means for you once a month. You must provide me with your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you to cover your balance due, you are responsible for paying me that amount at the time of our next appointment. If the insurance over-pays me, I will credit it to your account or refund it to you if you would prefer that.

V. Payment. Sessions must be paid for at the time of service. I am unable to accept barter for therapy. I accept credit cards or Paypal. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

VI. Complaints. If you're unhappy or happy with what's happening in therapy, I invite you to talk about it with me so that I can respond to your concerns and know what is working for you. Periodically I give my clients "feedback" sheets so they can evaluate their sessions and give me feedback. I take criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the California Board of Behavioral Sciences. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

VI. Telephone and Emergency Procedures: You may leave a message at any time on my voice mail, 408-218-1106. I check my VM every 24 hours and your call will be returned as soon as possible. I make special arrangements as needed for immediate contact during periods of crisis. I will arrange for telephone coverage by a qualified therapist as needed if I am out of town. Many times while out of town I have been able to respond to VMs left by clients and address their



needs. In the event of a sudden emergency, call 911 for immediate assistance. Then, when you are able, please contact me and leave me a message.

VII. Personal Agreements. I understand that I may be asked to do certain “homework exercises” such as reading, changing behaviors, and otherwise acting in my own best interest. I understand that I am entirely responsible for my own actions and I will always make my own final decisions regarding counseling. I further understand that much of the work done will be to resolve issues and will depend on my honesty, and willingness to do the things I need to do to move forward even if it is at times painful and difficult. I understand that whatever I say in a session is strictly confidential and will not be released to anyone without my written consent unless I am violating codes of abuse, or harm to myself or others.

Initials here indicate you have read and agree with this paragraph. _____

VII. Cancellation. Since an appointment reserves the time specifically for you, a minimum of 24 hours’ notice is requested for rescheduling or cancellation of an appointment.

Initials here indicate you have read and agree with this paragraph. _____

Mediation and 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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of myself, Nina Holmes MFT and you, the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in the correct County, and 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, Nina Holmes MFT can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorney’s fees. In the case of arbitration, the arbitrator will determine that sum.



Client Consent to Treatment.

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$60 per session for a 60 minute sessions and \$90 for a 90 minute session; or, if a couple, we agree to pay \$50 for a 90 minutes confidentially video-taped session (to only be shared confidentially in Supervision). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I consent to treatment with Nina Holmes MFT this date and beyond. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Nina. I am over the age of eighteen.

_____ Date _____
Client signature

_____ Date _____
Client signature

Treatment of Minors. I have read the above treatment agreement. I am the custodial parent or legal guardian of the child entering treatment. I understand and have discussed any questions or concerns with Nina Holmes regarding treatment of my child.

Child's Name _____ **Date of birth** _____

Parent or Legal Guardian I attest that I am the custodial parent or legal guardian of the minor child and consent to treatment for my child.

Parent or Guardian's name (Printed) _____

Signature _____ Date _____

In the case of shared custody requiring 2nd parent's consent

Signature _____ Date _____

As your therapist/counselor, you honor me by sharing your life and growth with me. I strive to provide you with the best of my education, training and experience. My insight, wisdom, and spiritual guidance enhance your therapeutic experience. I will keep a holistic perspective in our work together because I believe that the Physical, Spiritual, and Soul (mind, will, emotions) all work together to form the wholly healthy person. I will always have compassion and empathy for you in all that we do. I value you as a person in need of care, and I will do my best to honor that.

Nina Holmes, MA, MFT