



Ben Bernous, Psy.D.

Clinical Psychologist / Licensed Marriage and Family Therapist

Informed Consent for Therapy Services – Adult

Welcome to Behzad Bernous, PsyD. I am a clinical psychologist and a Licensed Marriage and Family Therapist and conduct therapy sessions according to laws and regulations of Board of Behavioral Sciences (BBS) and California law. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

About Psychotherapy

Psychotherapy means treatment for the mind. This treatment involves talking that is: conducted by a trained professional, is within a framework, and is conducted in order to improve the mental and emotional health of an individual. Psychotherapy is one of the available methods used today, to help individuals who are suffering from mental health related issues. There are other approaches available to you beside psychotherapy such as use of medication, biofeedback, meditation, yoga and other venues. I am not a medical doctor so I would not be able to prescribe you any medication but would be able to refer you to medical doctors or psychiatrists if the situation calls for it or you decide to pursue that route. I am not an expert in the other abovementioned methods and therefore not able to approve or deny them. All I can offer is in the psychotherapy method in which I am trained and currently receiving supervision. Therapy is a relationship between therapist and client/clients that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

The type of therapy I do is called Psychodynamic, which means forces of the mind that are in motion. This approach considers different psychological factors as having effect on individual's life. These factors could be known or unknown to us and throughout therapy sessions we would look for the underlying factors that are related to your problems. This includes talking about your present, past, about your parents, family members, and talking about your dreams. The goal of psychodynamic therapy is to make us aware of unknown thoughts, feelings and emotions. This way we could develop new ways of thinking about ourselves and new ways of relating to others while learning to be more flexible in dealing with our problems. This method of therapy allows for a new aspect of our personality to grow and in another word allows us to become the best person we could be. This means change in our personality and change is not always welcomed by our partners, relatives, and friends. Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. Therapy may disrupt a marital relationship and sometimes may even lead to a divorce. Finally, even with our best efforts, there is a risk that therapy may not work out well for you. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be successful, you will have to participate and attend our scheduled sessions and work on things we discuss outside of sessions.

I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you. I also believe that each person is the best judge of their current mental state and therefore the most reliable source of deciding where they want to go in life. This calls for a continued collaboration between us in a way that you would inform me about your life goals, desires and directions you would like to take. I will share my own view and perspective with you but I would not impose my own agenda upon you or your goals. This gives you the total control over the results. In another word, nothing would happen if you do not participate in the process. Therapy is a long process and results are not achieved over night.

Our first 2-3 sessions will involve a comprehensive evaluation of your needs. I will be asking you to fill out some forms and answer to some questions. Taking all of these steps would help me to understand your mental condition better. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your therapy goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel



Ben Bernous, Psy.D.

Clinical Psychologist / Licensed Marriage and Family Therapist

comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

If you get hospitalized and would like to continue seeing me I might be able to organize working with you while in hospital. This requires signing some paper works and also dependent of hospital regulations.

Participating in therapy is a volunteer act and either of us could decide to stop the therapy at any time. I strongly recommend discussing terminating your therapy ahead of time if such feelings arise in you.

What to Expect from Our Relationship

As a mental health professional I am abiding by the standards of the California Association of Marriage and Family Therapists CAMFT. In your best interests, the CAMFT puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you. First, I am a licensed Marriage and Family Therapist and trained to practice psychology—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints. Second, state laws and the rules of the CAMFT require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “Confidentiality” section of this form. Here I want to explain that I try not to reveal who my clients are. This is part of my effort to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. Third, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first. Even though you might invite me, I will not attend your family gatherings, such as parties or weddings. As your therapist, I will not celebrate holidays or give you gifts; I may not notice or recall your birthday; and can not receive any gifts from you.

Appointments

Appointments will ordinarily be 50 minutes in duration, once per week at a time we agree on, although some individual's sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you if possible provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect the session fee unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the session fee. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Fees

The standard fee for the initial intake is \$150.00 (Hour and half session) and each subsequent session is \$120.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, cash or credit card. Any checks returned to our office are subject to an additional fee of up to \$25.00 to cover the bank fee that we incur. I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or by certified mail that you wish to end it. You have a responsibility to pay for any services you receive before you end the relationship. Because I expect all payment at the time of our meetings, I usually do not send bills. However, if we have agreed that I will bill you, I ask that the bill be paid within 5 days of when you get it. At the end of each month, I will send you a statement. The statement can be used for health insurance claims or Tax return purposes. It will show all of our meetings, the charges for each, how much has been paid, and how much (if any) is still owed. At the end of treatment, and when you have paid for all sessions, I will send you a final statement for your tax records.

Depending on your financial circumstances and total medical costs for any year, psychotherapy may be a deductible expense; consult your tax advisor. Cost of transportation to and from appointments and fees paid may be deductible from the client's personal income taxes as medical expenses.

If you think you may have trouble paying your bills on time, please discuss this with me. I will also raise the matter with you so we



Ben Bernous, Psy.D.

Clinical Psychologist / Licensed Marriage and Family Therapist

can arrive at a solution. If your unpaid balance reaches \$ 400, I will notify you by mail. Fees that continue unpaid after this will be turned over to small-claims court or a collection service. Patients who owe money and fail to make arrangements to pay may be referred to a collection agency. I reserve the right to refer you out to the county programs or other free programs but would provide you therapy till you find a substitute therapist. I also offer sliding scale system which allows fee adjustments based on individual's income. Please let me know if you need special considerations. In some rare cases I offer pro-bono services for my clients. This is on individual case by case decisions. Please make sure to share with me all of your concerns and questions. If there is any problem with my charges, my billing, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

In addition to weekly appointments, it is my practice to charge \$120 per hour on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, psychological testing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me.

Insurance

Please provide me or the office staff with your insurance information and we will try to obtain authorization to use your insurance coverage. You are responsible for your copayment of each session. If your insurance denies payment on services either you take full responsibility of the payment or cancel the future appointments. I am not on all insurance panels and in the case that your insurance treats me as out of network, your copay might be higher and you are responsible to pay your out of network copay and I will bill your insurance accordingly. There might be cases that you pay for the whole session fee and then get reimbursed from your insurance with the monthly statement that I issue you.

Professional Records

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained securely and in accordance to the state and HIPPA laws and regulations. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Confidentiality

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you are kept private. That is why I ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

1. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have a right to tell me only what you are comfortable with telling.
2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me, I may then be ordered to show the court my records. Please consult your lawyer about these issues.
3. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat. I cannot promise never to tell others about threats you make.
4. If there is a reasonable belief or suspicion that a child, an elderly or dependent adult has been or will be abused or neglected, I am legally required to report this to the authorities.

There are two situations in which I might talk about part of your case with another therapist. I ask now for your understanding and agreement to let me do so in these two situations. First, when I am away from the office for a few days, I have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies. Therefore, he or she needs to know about you. Of course, this therapist is bound by the same laws and rules as I am to protect your confidentiality. Second, I sometimes consult other therapists or other professionals about my clients. This helps me in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as much as they need to know to understand your situation.

Except for situations like those I have described above, my office staff and I will always maintain your privacy. I also ask you not to



Ben Bernous, Psy.D.

Clinical Psychologist / Licensed Marriage and Family Therapist

disclose the name or identity of any other client being seen in this office.

Our office staff makes every effort to keep the names and records of clients private. We will try never to use your name on the telephone, if clients in the office can overhear it. All staff members who see your records have been trained in how to keep records confidential.

If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

It is our office policy to destroy clients' records 10 years after the end of our therapy. Until then, we will keep your case records in a safe place.

If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to my transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

You can review your own records in my files at any time and can have copies of them. I ask you to understand and agree that you may not examine records created by anyone else and then sent to me. In some very rare situations, I may temporarily remove parts of your records before you see them. This would happen if I believe that the information will be harmful to you, but I will discuss this with you.

You have the right to ask that your information not be shared with family members or others. You need to be mindful of whom you are bringing to your sessions and it is for your own benefit if we discuss this beforehand. In case If you decide to bring your spouse or partner to the session and later on keep them as a participant you need to be aware of the changes that would happen in our therapeutic relationship. If you and I have been working together for a long time then I would have to refer you to a couple therapist since our therapeutic relationship was based on individual therapy and I would not be able to provide unbiased therapy for your partner or both of you as a couple therapist. In case this happened very early in our relationship (less than 4 sessions) I might recommend to have couple of sessions with your partner alone and then see you two as a couple but after we start this couple therapy process I would never be able to act as an individual therapist for either of you.

For our communication purposes, you can tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If this is of concern to you, please tell me so that we can make arrangements.

For further information you could refer to the document entitled **Notice of Privacy Practices**. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

Contacting Me

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my **confidential voice mail 949-291-4251** and your call will be returned as soon as possible, usually within 24 hours. If you feel you cannot wait for a return call or if you feel unable to keep yourself safe,

1) Contact **Orange County Emergency Psychiatric Services at 714-834-6900** (available 24/7),

2) Go to your **Local Hospital Emergency Room**, or

3) **Call 911 and ask to speak to the mental health worker on call.** I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

If you can not get a hold of me after leaving me messages you might assume that something happened to me and you might be in need of finding a new therapist. In case something has happened to me someone from our office will contact you.

Other Rights

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. In case of deciding to file a complaint you can do so by visiting the board of behavioral sciences web site at: http://www.bbs.ca.gov/consumer/complaint_info.shtml You could also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.



Ben Bernous, Psy.D.

Clinical Psychologist / Licensed Marriage and Family Therapist

Consent to Psychotherapy

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date _____

Description of Personal Representative's Authority: _____

Initial here to show that you have read this page: _____

I, the therapist, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this form. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Signature of therapist

Date

Copy accepted by client

Copy kept by therapist