

Laura L. Darke, Ph. D.

1334 Westwood Blvd. #8
LOS ANGELES, CA 90024
CLINICAL PSYCHOLOGIST
LICENSE #PSY10440

OFFICE POLICIES AND GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

This form provides you (patient) with information that is additional to that detailed in the notice of privacy practices and it is subject to HIPAA preemptive analysis.

INFORMED CONSENT

I consent to receive psychological treatment with Laura Darke, Ph. D. with the following understandings:

Confidentiality

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (patient's) written permission, except where disclosure is required by law.

When disclosure is required by law

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; and where a patient presents a danger to self, to others, to property, or is gravely disabled.

When disclosure may be required

Disclosure may be required pursuant to a legal proceeding. If you place your mental status or emotional well-being at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Laura Darke. In couple therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Dr. Darke will use clinical judgment when revealing such information. Dr. Darke will not release records to any outside party unless so authorized to do so by **all** adult family members who were part of the treatment.

If there is an emergency during our work together, or in the future after termination, where Dr. Darke becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she

may also contact the police, hospital, or the person whose name you have provided on the intake sheet.

Health Insurance and Confidentiality of Records

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Dr. Darke only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier. Dr. Darke has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data have been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Confidentiality of e-mail, cell phone, and fax communication

It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify Dr. Darke at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, **divorce and custody disputes**, injuries, lawsuits, etc.), neither you (patient) nor your attorney, nor anyone else acting on your behalf will call on Dr. Darke to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. Consultation name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Darke will release information to any agency/person you specify unless Dr. Darke concludes that releasing such information might be harmful in any way.

Telephone and emergency procedures

If you need to contact Dr. Darke between sessions, please leave a message on the answering machine (310) 208-1077 and your call will be returned as soon as possible. Dr. Darke checks her messages a few times a business day, unless she is out of town. Dr. Darke checks the messages less frequently on weekends and holidays. You may also email at laura@drilauradarke.com. Dr. Darke checks those messages even more frequently. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the Police (911) for assistance.

Payments and insurance reimbursement

I understand that my account is due and payable at the time services are rendered. A monthly statement will be sent to you which will contain all the information necessary to file an insurance claim. In the case where health insurance is applied, the reimbursements should be made directly to patient, since the patient is responsible for direct payment to Dr. Darke. In very special circumstances, Dr. Darke may arrange for monthly billing in which case the account is due immediately upon receipt of the monthly statement. I understand that, if for any reason, my account were to go 30 days past due, appropriate financial charges will insue. I also understand that if an account were to go 90 days past due, the account will be to outside collections agency. Billing services are also conducted by outside agency. All such billing personnel are trained to maintain the strictest rules of confidentiality.

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 Dr. Darke and yourself. 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 Los Angeles County, California in accordance with the rules of the American Arbitration Association, that are in effect at the time the demand for arbitration is filed.

The process of therapy/evaluation

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part.

Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Dr. Darke will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation and Dr. Darke will use clinical judgement but this may include behavioral, cognitive/behavioral, psychodynamic, or psychoeducational approaches. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, and so forth. There is no guarantee that psychotherapy will yield positive or intended results since factors such as severity and nature of the problem, length of treatment, and motivation/compliance may affect treatment outcome. Therefore, refunds will not be issued.

Discussion of treatment plan

Within a reasonable period of time after the initiation of treatment, Dr. Darke will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives, and view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Darke's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Darke does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Termination

As set forth above, after the first couple of meetings, Dr. Darke will assess if she can be of benefit to you. Dr. Darke does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Dr. Darke assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Darke will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Darke will assist you in finding someone qualified, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time.

Dual relationships

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationships that could impair Dr. Darke's objectivity, clinical judgment, or therapeutic effectiveness or could be exploitative in nature.

Cancellation

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or canceling an appointment. If we are able to reschedule the appointment during that same calendar week there will be no additional charge. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification or rescheduling. Most insurance companies do not reimburse for missed sessions.

Please sign and return the attached page, attesting to receipt of the office this document of the office general information and policies and your privacy rights under HIPPA.

My signature below indicates that I have read, understood, and agreed to all the terms listed above.

Signature_____

Name (Printed)_____

Date_____