

## INFORMED CONSENT AND SERVICES AGREEMENT

Take the time to read the following information. If you are unclear about any portion of, or have any questions about the information provided, please talk about it with Dr Takos.

**CONFIDENTIALITY:** All information disclosed in sessions and the written records pertaining to said sessions are confidential and may not be revealed to anyone without your written permission, except when required by law.

**When Disclosure Is Required By Law:** Disclosure is required by law when there is a reasonable suspicion of child, dependent or elder abuse or neglect. It is also required when a client presents a danger to themselves, to others, to property or is gravely disabled or when clients' family members communicate to the therapist that the client presents a danger to others.

**When Disclosure May Be Required:** Disclosure may be required in a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Takos. Additionally, in couples and family therapy, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Takos will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment. In all these situations, Dr. Takos will use her clinical judgment when revealing such information.

**Emergencies:** If there is an emergency during your work in therapy, where Dr. Takos becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychological care, Dr. Takos 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, Dr. Takos may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or PPO/EAP in order to process claims. If you instruct Dr. Takos, only the minimum necessary information will be communicated to the carrier. Dr. Takos has no control or knowledge over what insurance companies do with the information submitted 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 capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the 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 has also been reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**E-MAILS, CELL PHONES, COMPUTERS AND FAXES:** It is very important to be aware that computers, e-mail, texts, and fax communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such

communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts, and e-faxes that go through them. While data on Dr. Takos' computer is encrypted, emails, texts, and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Dr. Takos' computer is equipped with a virus protection and a password. All confidential information is stored on an encrypted hard-drive. The hard-drives are stored securely. Please notify Dr. Takos if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phone calls, phone messages, or e-faxes. Please do not use e-mail, texts, voicemail, or faxes for emergencies.

**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 which 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 (client) nor your attorney, nor anyone else acting on your behalf will call on Dr. Takos to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. If this litigation limitation agreement is violated, fees to assert privileged communication, preparation/review/stand-by status, and/or to testify in court or for a deposition are \$450.00 per hour with a minimal charge of a half day when compliance entails travel.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Dr. Takos' profession require that she keep treatment records for a minimum of seven years from the client's discharge date or seven years after a minor client reaches the age of 18. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Dr. Takos retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with Dr. Takos. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Takos assesses that releasing such information might be harmful in any way. In such a case, Dr. Takos will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Dr. Takos will release information to any agency/person you specify unless Dr. Takos assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Takos will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to these psychotherapy services shall first be referred to mediation, before, and as a pre-condition to the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Takos and you, the client. 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 shall be submitted to and settled by binding arbitration in Orange County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Again, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**CONSULTATION:** Dr. Takos consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous and confidentiality is fully maintained.

**TERMINATION:** Dr. Takos has a responsibility to determine whether or not she can be help to you and will not accept clients whose therapeutic needs she cannot meet. In such a case you will be given a number of referrals. If at any point during psychotherapy Dr. Takos assesses that she is not effective in helping you reach your therapeutic goals, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case you will receive a number of referrals that may be of help. If you request it and authorize it in writing, she will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional opinion or wish to consult with another therapist, Dr. Takos will assist you in finding someone qualified, and with your written consent, will provide them with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Takos will offer to provide you with names of other qualified professionals whose services you might prefer.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Dr. Takos is a an out-of-network provider for most PPO insurance plans. The fee for the Intake Evaluation is \$250. Subsequent sessions or the standard rate for therapy is \$200.00 per 50-minute session. Full payment for services is due when services are rendered. Please notify Dr. Takos if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance, with the exception of Medicare, should remember that professional services are rendered and charged to the client and not to the insurance company. Unless agreed upon differently, Dr. Takos will provide you with a superbill, which you can then submit to your insurance company for reimbursement, if you choose. As was indicated in the section *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Takos can use legal or other means (courts, collection agencies, etc.) to obtain payment. Should you elect to pay by check, you are responsible to ensure that sufficient funds are available to cover the expense. Should a check be returned as unpayable due to insufficient funds, or any other reason, you are responsible for any fee charged to the account by the banking institution as well as the cost of the initial service. In addition, a \$25.00 fee will be charged on all returned checks.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Takos between sessions, please leave a message on her confidential voicemail and your call will be returned as soon as possible. Every effort will be made to return your call the same day, with the exception of weekends and holidays. If you are difficult to reach, please leave times that you are likely available to be reached and the phone number to use. If you cannot reach Dr. Takos and feel you cannot wait for her to return your call, you should call your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. If you are unsuccessful in reaching one of the above, and you feel it is an emergency, call 911. Please do not use e-mail, texts, or faxes for emergencies.

### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

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. Takos 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. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Dr. Takos may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Takos is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. Dr. Takos **provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice**, as these activities do not fall within her scope of practice.

**AUDIO OR VIDEO RECORDING:** Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Dr. Takos.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

By signing this document, I acknowledge that I have read the above Informed Consent carefully; that I understand it and agree to comply with it:

_____ Signature Responsible Party	_____ Print Name	_____ Date
_____ Signature Responsible Party	_____ Print Name	_____ Date
_____ Signature Psychotherapist's Name	_____ Print Name	_____ Date