



## **OFFICE POLICIES & GENERAL INFORMATION**

**Starting psychotherapy for your child, your family, or for yourself, is an important step. We have prepared this statement about therapy and our office policies to help you understand what to expect. Please review it carefully and sign this form. Bring it with you to the first appointment. Your therapist will sign it, make a copy and return the original to you.**

**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 create change. Your therapist will ask for your feedback and views on therapy, its progress and other aspects of the therapy and will expect open and honest responses.

During this process, remembering or talking about unpleasant events, feelings, or thoughts can sometimes result in you or your child experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which may cause you or your child to feel upset, angry, depressed, challenged or disappointed. For therapy to be successful, please talk about these occurrences with your therapist.

Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Attempting to resolve issues that first brought you to therapy may also result in changes that were not originally intended. 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 or frustrating. There is no guarantee that psychotherapy will yield positive or intended results. We believe that therapy is likely to be more effective when parents participate actively in the process by attending sessions as recommended, and communicating frequently with the therapist. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and the assessment of what will best benefit the client. These may include, but are not limited to, behavioral, psycho-educational cognitive-behavioral, cognitive, family systems, developmental, mindfulness, or humanistic approaches.

**Consent:** When therapy is for a minor, both parents are asked to consent verbally and in writing to their child's therapy by signing both this form and the Child Intake Form. Both parents must sign unless one parent is deceased or has had parental rights legally terminated. In cases of termination of parental rights, a copy of the court documentation of 100% custody will be needed before the child is seen in therapy. We believe therapy is most effective when parents participate regularly in the process.

**Discussion of Treatment Plan:** Within a few sessions after the beginning treatment, your therapist will discuss with you (client/parents) a working understanding of the problem, and explain the recommended treatment plan, therapeutic objectives and their view of the possible outcomes of treatment. The frequency of sessions for child therapy, family therapy, or parenting meetings will vary over time, and is determined as part of the treatment plan. The scheduling of such sessions will be addressed regularly in face to face meetings with the therapist. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please ask your therapist these questions. You have the right to fully understand the treatment plan, the right to ask about other treatments for your condition and their risks and benefits. If you or your therapist believes that you or your child are not likely to benefit from psychotherapy, your therapist has an ethical obligation to share this information with you, and provide referrals to other services if appropriate.

**Termination:** Throughout therapy your therapist will assess if she can benefit you. Your therapist does not accept clients who, in her opinion, she cannot help. If at any time your therapist believes their services will not be likely to result in benefit to the child and family, referrals will be provided if possible. If at any point during psychotherapy she assesses that she is not effective in helping you reach the therapeutic goals, she is obligated to discuss this with you, and determine what plans would be appropriate, including additional testing, psychiatric consultation and referrals to different therapy services. If you request it and authorize it in writing, your therapist will consult with the psychotherapist of your choice in order to help with the transition. You are free to seek a second opinion at any time. If you sign an appropriate release form, we offer a 10-minute complimentary consultation to provide the essential information needed for a change of therapist. You have the right to terminate therapy at any time. If you so choose, your therapist will offer to provide you with names of other qualified professionals. For child therapy, we strongly recommend a closing session to help the child understand and feel as positively as possible about the closing of therapy.

If, after attending therapy, you do not schedule further sessions for over 30 days, your therapist will attempt to reach you, and may close the case. You can schedule a new session with your therapist when desired, however, new opening paperwork may be required. In the event of a sudden unavailability of your therapist due to serious illness, disability or death, your therapist has taken the steps necessary to hand over your case file to a preselected, licensed therapist at Child and Family Counseling Group who will be responsible for contacting you and continuing care, as needed, determined by you and the new therapist.

**Confidentiality:** Confidentiality is vital to the therapeutic process. All information disclosed within sessions and the written records pertaining to those sessions are confidential within the therapeutic relationship and family, and may not be revealed to anyone without your (client'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; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to client's therapist that the client presents a danger to others.

**When Disclosure May Be Required:** Disclosure may be required pursuant to 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 your therapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members. In child therapy, your therapist will use her clinical judgment when revealing to parents specific issues which may arise. The therapist will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

**In cases of divorce or separation, both parents must give consent for treatment of their child, and must authorize any release of information.**

**Telephone and Emergency Procedures:** Ask your therapist for the best way to contact her. Your therapist checks voicemail and email messages during the daytime on her workdays. Please do not use faxes or e-mail for emergencies.

In the event of an emergency and you cannot reach your therapist:

- go to your nearest hospital emergency room.
- If anyone is in immediate danger, dial 911 to request Crisis Intervention Team or other emergency services.

If a child or teen is in need of crisis intervention, call:

- **Uplift 24 hour mobile crisis at (408) 379-9085 or 1-877-412-7474**
- **Alum Rock 24 hour mobile crisis at (408) 294-0579.**
- **Crisis Textline Text "Home" to 741741**

**For those over 18 in crisis:**

- **Santa Clara County Suicide Hotline is (855) 278-4204.**

If there is an emergency in which your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, the therapist will immediately contact the parent/guardian, any necessary crisis organization and police, and may also contact the person whose name you have provided on the intake sheet or law enforcement. All appropriate actions will be taken to ensure safety.

**Pets and Service Animals:** For health reasons, here at CFCG, we do not permit pets inside our waiting room or therapy offices, however we do welcome certified service animals. CFCG staff are not qualified to provide documentation or letters re: a client's need for a service animal.

**Fees & Payments:** Clients agree to pay the fee \$\_\_\_\_\_ per 45-50 minute session at the end of each session unless other arrangements have been made. Longer sessions or shorter sessions have a fee which is pro-rated, based upon the same fee. All professional services incur this fee: Telephone conversations, school/site visits, report writing and reading, consultation with other professionals, reviewing reports and records, longer sessions, shorter sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise in advance. Fees can be paid with cash, check, credit cards, debit cards, and HSA cards directly with your therapist. We do not accept not American Express. Fees are not "split" between two payment methods or between parents for a single session at CFCG. Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments. If you are unable to pay an overdue balance, we will schedule a transitional session and help you with referrals to another

mental health care provider or organization. Late fees may be charged for balances outstanding more than 30 days. If your account is unpaid and overdue with no written agreement on a payment plan, Child and Family Counseling Group can use legal or other means (courts, collection agencies, etc.) to obtain payment. A processing fee of at least \$20, or the full fee charged by the financial institution, will be charged for all returned checks. CFCG raises fees for continuing clients by about 3% on January 1 of each new year. *Please see the section titled Litigation Limitation for further information regarding court related charges, which are different.*

**Insurance Reimbursement:** Professional services are rendered by CFCG staff and charged to the clients and not to the insurance companies. We do not send bills for services rendered to the family or insurance companies. Unless agreed upon differently, Child and Family Counseling Group will provide you with a copy of your super bill, statement or receipt by request monthly. Super bills can be made available on the first business day of the month: for instance, on Friday, February 1, superbills will be available for January sessions. Super bills for a session are not available directly after that session. You can submit the form to your insurance company for reimbursement if you so choose. If you choose to utilize insurance, we do recommend filing claims quickly. If there is problem with claims which are denied, your therapist may be able to help with changes going forward, or by making corrections if appropriate.

Please be aware that submitting a mental health statement for reimbursement carries a certain amount of risk to privacy. Insurance reimbursement for CFCG services is not guaranteed. Not all issues/conditions/problems/service codes which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage and discuss any concerns with your therapist in a session. CFCG does not guarantee that any services we provide will be covered by your insurance company.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information, including a mental health diagnosis, may be required by your health insurance carrier, or HMO/PPO/MCO/EAP in order to process claims. If additional information is required or requested by your insurance company, this information will be provided to you by your therapist to submit to your insurance company. If reports or copies of records are required, a fee will be incurred for the time to create these reports or copies. Only the minimum necessary information will be offered for submission to the carrier. CFCG will not communicate directly with your insurance carrier. Be aware that submitting a mental health invoice for reimbursement could potentially carry a certain amount of risk to confidentiality, privacy or possibly 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 been also reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**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 attorneys, nor anyone else acting on your behalf will call on your therapist to**

**testify in court** or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon in advance at the outset of therapy. Your therapist will speak to lawyers or court-ordered evaluators only with written permission from both parents when both share legal custody. He or she will not write reports or letters to the court or its representatives without a court order.

**Except for consensual mediation with Beth Proudfoot, MFT, our fee for any work related to court matters, including but not limited to letters to the court, or communication with lawyers, court representatives or custody evaluators, is \$700 per hour, with a 1 hour minimum, with additional time billed in 5 minute increments. This fee will be paid with a single credit card on file in advance, no “split checks.”**

**Your therapist provides no custody recommendations or evaluations and no legal advice or advocacy. These activities do not fall within the scope of practice or training of any staff member at Child & Family Counseling Group.**

**Consultation:** Your therapist consults occasionally with others at Child and Family Counseling Group regarding her/his clients, without stating identifying/protected health information. When more substantive communication between therapists is desirable to ensure quality care, for instance when different members of a family are seeing different therapists, you will be asked to sign a Release of Information to allow this consultation. Associate counselors/therapists, which are supervised by qualified licensed therapists including the Clinical Director here, have a separate consent form, and obtain weekly supervision on all clinical matters. Disclosure of all clinical information is key to training in providing counseling services.

**Our Business Model:** Child & Family Counseling Group is a California professional corporation. Beth Proudfoot, Licensed Marriage and Family Therapist, is the sole owner and founder. All other therapists are employees. Payments are made to Child & Family Counseling Group, not to your therapist, as the corporation pays the therapist.

**Records and Your Right to Review Them:** All of the staff of Child & Family Counseling Group maintain appropriate health records on all services provided, including clinical notes and payment records. We utilize TherapyNotes, an electronic health record system, for scheduling, progress notes and billing. Both the law and the standards of the therapy profession requires us to keep appropriate treatment records for at least 7 years (for adults) or until the client reaches the age of 25 (for minors). Unless otherwise agreed to in writing, the Child and Family Counseling Group retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records please discuss them with your therapist. 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 your therapist assesses that releasing such information might be harmful in any way. In such a case your therapist 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, upon your request, your therapist will release information to any agency/person you specify, unless she/he assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in family therapy, your therapist will release records only with the signed authorizations from all of the adults (or all those who legally can authorize such a release) involved in the treatment.

**Complaints and Dispute Resolution:** If you are dissatisfied with any aspect of your care here at Child & Family Counseling Group, consider bringing this to your therapist's/counselor's attention. As therapists, we are trained to receive feedback, and may be able to assist you with the issue within the context of therapy. In addition, you are welcome to contact the clinical director, Marté J. Matthews, LMFT at (408)351-1044 ext 3, or the founder and owner of CF CG, Beth Proudfoot, LMFT at (408)351-1044 ext 1. We do not recommend leaving reviews on social media sites, as we do not monitor such sites, so we will not be able to help you in resolving the problem. In addition, this would compromise your children's and your family's privacy. Notice to clients: The Board of Behavioral Sciences (BBS) receives and responds to complaints regarding services provided within the scope or practice of licensed or associate/prelicensed Marriage & Family Therapists and Professional Clinical Counselors. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916)574-7830.

**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 your therapist and client(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 Santa Clara 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. Notwithstanding the foregoing, 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 able to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**Dual Relationships & Conflict of Interest:** Therapy never involves sexual or any other dual relationship that impairs your therapist's objectivity, clinical judgment or can be exploitative in nature. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients.

Silicon Valley is a small community. Many clients know each other and CF CG therapists from the community. Consequently, you may see someone you know in the waiting room or see your therapist out in the community. Your therapist will never acknowledge working with anyone in public without written permission. We ask clients who meet in the waiting room to respect each other's privacy as well.

Many clients choose their therapist because they know her before they enter into therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, your therapist will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your (client's) responsibility to communicate to your therapist if the dual or multiple relationship becomes uncomfortable for you in any way. Your therapist will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare, and of course you can do the same at any time.

If your therapist sees you in a public setting outside of work, for example at the grocery store or a restaurant, the therapist will not initiate any contact, to protect your privacy.

**Scheduling and Cancellations:** Contact your therapist promptly about any changes in your schedule. Scheduling an appointment is a reservation of time specifically for you. A minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Repeated cancellations may result in losing that reserved time. You may be offered other times the therapist has available. Clients with appointments scheduled weekly will have their session times prioritized over less frequent sessions. Often, a phone session with a parent can be substituted when a child can't attend at the last minute due to illness. Parents of minor clients (under age 18) will be informed if their minor child does not attend an expected session, and a fee will be due. It is our clinic policy to charge for all missed appointments which have not been cancelled with at least 24 hours notice. Contagious illness is the only exception. If any balance is due, payment is due in full before the start of the next appointment. Missed appointment fees are not covered by HSA or insurance. If your therapist becomes ill and cannot attend session, you will be informed by that therapist or the Clinical Director as soon as possible. If your therapist's schedule will be changing, they will provide 30-60 days written notice when possible.

**Internet & Web policy & Privacy related to Social Media:** The only truly private conversation is face to face in our office. Child & Family Counseling Group and all of our staff are protective of your privacy regarding services your family members receive here. Use of the Internet to communicate, such as email, text messages, or on social media leads to the potential loss of privacy and blurring of the therapeutic relationship. For this reason, we work to minimize contact on the web with both current and former clients.

*Friending & Social Media:* We do not accept friend or contact requests from current or former clients on any social media site. We do not search for or "friend" our clients, and clients are asked to not search or attempt to "friend" our staff.

*Fanning and Business Review Sites:* The California Association of Marriage and Family Therapists Ethics Code prohibits our soliciting testimonials from our clients. We can't stop you from "liking" us, or leaving a review, but you should be aware that if you do so, you will be compromising your own privacy.

*Texting:* Please be aware that texting is neither secure nor private. Because of this, please keep text messages to a minimum. We strongly discourage you from texting any confidential or identifying information.

*Messaging:* Please do not message us on sites such as Facebook or LinkedIn. These sites are not secure and we do not check them for client messages. We may not see the messages in a timely fashion. Messages on social media sites compromise your confidentiality in a very public way. Please ask your therapist for instructions about how to get a message to her between sessions

*Cell phone usage:* Be aware that social media sites may obtain access to your contacts list on your cell phone, and will see all of the names and phone numbers you have called, then may make suggestions about social media connections. Connecting via social media with staff of CFCG would be inappropriate.

*Email:* Most email systems are considered unsecured email. While the risk of misdirected or intercepted email is small, it does exist. Also, if you access email through your employer, a work or school network, your messages may be subject to the network provider's storage and review. Please inform your therapist if you have questions about unsecured email or privacy.

As the client/parent, you can make decisions about privacy and convenience in communication. *Communication between clients/families and therapists is limited between sessions to only the information necessary prior to the start of the next session.* If you communicate confidential or highly private information via e-mail, this is an indication that you have made an informed decision about the risks of doing so. We will view your email as your agreement to take the risk that such communication may be intercepted and that you understand it could be used inappropriately. Please do not use e-mail or faxes for emergencies, as we may not see this information in a timely manner.

There is some level of risk that information in any regular text messages or email could be sent to the wrong recipient, intercepted, read by another person or used to commit identity theft, or for other purposes. Electronic communications do carry risks to your privacy and the privacy of your family.

Name of client (print clearly): \_\_\_\_\_

Please read this carefully. Would you like to allow electronic communication?

**Email:** Yes, please communicate with me by email. \_\_\_\_\_ NO, please do not \_\_\_\_\_  
My/our email address/es:

1. \_\_\_\_\_ 2. \_\_\_\_\_

**Text messages:** Yes, please communicate with me by text. \_\_\_\_\_ NO, please do not \_\_\_\_\_

My/our cell phone numbers:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Please notify CFCG staff of any changes to your email or phone number.

**By signing this form I am requesting psychotherapy for my child and family. I have read the Agreement, Informed Consent, Office Policies and General Information carefully, (8 pages), I understand them and agree with them.**

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Client name (*print*) \_\_\_\_\_ Date \_\_\_\_\_ Signature (if age 10 or over) \_\_\_\_\_

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Parent 1 (*print*) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

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Parent 2 (*print*) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

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Psychotherapist name (*print*) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_