

# Informed Consent for Treatment and Services (2023)



# UNFOLD PSYCHOLOGY

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A HEAFEY PRACTICE, P.C.

**UNFOLD PSYCHOLOGY: A HEAFEY PRACTICE, P.C.**

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## **INFORMED CONSENT FOR TREATMENT AND SERVICES**

### **PRACTICE POLICIES AND PROCEDURES**

Welcome to our practice Unfold Psychology: A Heafey Practice, P.C. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so we can discuss them. When you sign this document, it will represent an agreement between us.

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding of how our relationship will work, and what each of us can expect. The consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by completing the SimplePractice acknowledgement and providing your signature.

### **Psychotherapy Services - The Initial Consultation**

The initial consultation (intake session) will last approximately 50-60 minutes. Typically, during the first session, we will discuss your reasons for seeking treatment and basic background information about you. To the extent possible, I will offer you some first impressions of what our work will include. You should evaluate this information along with your own opinions to determine whether you feel comfortable working with me. Therapy involves a noteworthy commitment of time, money, and energy. You should be very thoughtful about the therapist you select. If you have questions or doubts about participating in therapy at the present time or specifically with me as your therapist, please talk to me about your concerns. I will be more than happy to help you set up a meeting with another mental health professional for a second opinion.

Psychotherapy can have benefits and risks. Engaging in therapy often involves discussing unpleasant aspects of your life. Therefore, you may experience uncomfortable feelings like frustration, sadness, guilt, anger, loneliness, and helplessness. On the other hand, psychotherapy may help you change your unhealthy or maladaptive thoughts and behaviors. Consequently, you may benefit by minimizing your overall distress, learning more effective problem-solving strategies, and experiencing more rewarding interpersonal relationships. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your and/or your child's part. In order for the therapy to be most successful, you and/or your child will have to work on things we talk about both during our sessions and at home.

### **Psychotherapy Services - Counseling Sessions**

Frequency of counseling sessions will be determined by the severity of your presenting symptoms, your treatment goals, and agreed upon treatment plan. Counseling sessions are generally scheduled once a week, and may be reduced in frequency as you progress in treatment. A given hour is considered blocked for a particular client; this hour is comprised of 45 to 50 minutes of psychotherapy and 10 to 15 minutes of administrative procedures (i.e., note-taking, phone calls, insurance claim submissions). Counseling sessions may be longer in duration depending on the services provided. The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the duration of sessions need to be discussed with the therapist in order for time to be scheduled in advance.

### **Education and Executive Functioning Services**

Education and Executive Functioning Services are provided to support children and adults with challenges in home, school and work settings. A wide range of services are available including college planning, tutoring, IEP and 504 Plan consultation, homework supervision,

home-school communication, Cogmed Brain Training, life skills training, and services tailored to meet the needs of children with learning disabilities, adolescents, college students, adults, executives, and athletes.

### **Psychological Testing, Assessments, and Court-Ordered Evaluations**

Unfold Psychology provides services including consulting, psychological testing, assessment, court-ordered evaluations, collaboration, report writing and other mandatory clerical services related to psychological services and court-ordered evaluations. A separate agreement must be signed and a retainer is required to be paid prior to commencement of services. Final reports will be provided when fees are paid in full.

### **Forensic and Litigative Services**

Unfold Psychology clinicians and staff do not participate in lawsuits of any type on a plaintiff's or defendant's behalf, unless compelled to do so by subpoena or court order. If you become involved in legal proceedings that require the participation of clinician(s) or staff, you will be expected to pay for all professional time, including preparation, deposition, telephone time, transportation and hotel costs, court appearance, report writing, consultation and supervision, even if clinician(s) or staff are called to testify by another party.

### **Other Professional Services**

In addition to weekly appointments, Unfold Psychology clinicians and specialists provide other professional services including report writing, telephone consultations, consulting with other professionals (with your permission), preparation of records or treatment summaries, and additional services you may request.

### **Good Faith Estimate and the No Surprises Act**

You have the right to receive a "Good Faith Estimate" explaining how much your medical care will cost. Under the law, health care providers need to give patients who do not have insurance or who are not using insurance an estimate of the bill for medical items and services. Clients are provided a Good Faith Estimate based on the services requested. When services and/or rates change, a Good Faith Estimate will be created and emailed to you. For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) (<http://www.cms.gov/nosurprises>).

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### **Emergencies**

In the event of a mental health crisis or emergency, please **CALL 911** or go to the Emergency Room of your nearest hospital and ask to be evaluated by the psychologist or psychiatrist on call. Additional contacts:

988- Suicide Prevention and Mental Health Crisis Lifeline: **988**

National Crisis Text Line: **741741**

Trevor Lifeline (LGBTQ): **1-866-488-7386**

San Francisco Police Department Non-Emergency line: **(415) 553-0123**

Marin County Sheriff's Department: **(415) 473-7250**

Oakland Police Department Non-Emergency line: **(510) 777-3333**

## Communication

For less urgent matters or for scheduling issues, please use SimplePractice to ensure confidential communications. You can call or text (415) 891-0800 and you will receive a response within 3 hours. Emails to [CareTeam@unfoldpsychology.com](mailto:CareTeam@unfoldpsychology.com) (<mailto:CareTeam@unfoldpsychology.com>) are monitored throughout the day and will be responded to within 24 hours. Email is not a secure, confidential form of communication and should not be used for discussion of clinical issues or for urgent communications. If an emergency situation arises, please CALL 911.

## Social Media and Telecommunication

Due to the importance of your confidentiality and the importance of minimizing dual relationships, Unfold Psychology clinicians and staff do not accept friend or contact requests from current or former clients on any social networking site (Facebook, Twitter, Instagram, LinkedIn, etc.). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of therapeutic relationships.

## Medications

Medications may be indicated when your mental symptoms are not responsive to psychotherapy alone. When a mental illness markedly impacts your ability to work, maintain interpersonal relationships, or properly care for your basic needs, medication may offer much needed relief. Not everyone is a good candidate for medication therapy. Such therapy requires strict adherence to dosage, and frequency, close follow-up, and sometimes regular

blood tests. If you choose to consider medication options, you will be referred to a psychiatrist for evaluation. If you start new medications or change dosages, please update this information in your SimplePractice portal prior to your next session.

## **Professional Records**

The laws and standards of the psychology profession require that treatment records are kept for clients. You are entitled to receive a copy of your records unless Dr. Heafey believes that seeing them would be emotionally damaging, in which case Dr. Heafey will be happy to send them to a mental health professional of your choice. Alternatively, Dr. Heafey can prepare a summary for you. Professional records can be misinterpreted by and/or upsetting to untrained readers. If you wish to see your records, it is recommended you review them in your clinician's presence so that the contents can be discussed. Clients will be charged a fee for any professional time spent reviewing records and in responding to information requests.

## **Minors**

If you are under 18 years of age, please be aware that the law may provide your parents or guardians the right to examine your treatment records. It is the practice policy that parents and guardians are provided with general information about your work together with clinicians and staff, unless the clinicians or staff believe there is a high risk that you will seriously harm yourself or someone else. In this case, parents or guardians will be notified of concerns. Before giving them any information, clinicians will discuss the matter with you, if possible.

## **Couples and Family Counseling**

When a couple or family enters counseling, it is considered to be one unit. This means that our clinicians and staff hold an allegiance to the "unit" and not to either partner or family member as individuals. Our clinicians and staff find this is particularly important in creating a space where partners and family members can feel safe. Therefore, we adhere to a "No Secrets" policy. This means that our clinicians will not hold secrets for either partner or family member. Individual partners and family members may be seen for individual counseling sessions. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the couple or family. If an individual chooses to share such information with our clinicians or staff, our clinicians will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information within the couple's or family session, we may determine that it is necessary to discontinue the counseling relationship with the couple or family. If there is information that an individual desires to address within the context of individual confidentiality, we will be happy to provide referrals to therapists who can provide

concurrent individual therapy. This policy is intended to maintain the integrity of the couple/marital/family counseling relationship. The continued participation by each person is voluntary. Either participant may suspend or terminate the therapy at their individual request. When partners or families request our services as a psychologist, they are expected not to use information given to our clinicians and staff during the therapy process against the other party(ies) in a judicial setting of any kind, be it civil, criminal, or circuit. Likewise, neither party or family member shall for any reason attempt to subpoena clinician or staff testimony or records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce or custody case. Both partners or adult family members must provide their consent to release marital/couples/family counseling records. If one partner or family member does not provide consent, records will not be released, unless required by court subpoena.

## Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person(s).

If Unfold Psychology clinicians or staff see you accidentally outside of the therapy office, we will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to us, and we do not wish to jeopardize your privacy. However, if you acknowledge our clinician(s) or staff first, they will be more than happy to speak briefly with you, but feel it is appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

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**Disclosure by Law:** Unfold Psychology clinicians and staff must disclose certain information by legal and ethical standards:

1. Suspicion, evidence of or disclosure of physical abuse, sexual abuse or neglect of a child under the age of 18 years. Clinicians and staff have the obligation to intervene on behalf of a child to prevent all forms of abuse and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a child.
2. Suspicion, evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and/or financial abuse of an elderly person over the age of 65. Clinicians and staff have the obligation to intervene on behalf of an elder to prevent these forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of an elder.

3. Suspicion, evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and/or financial abuse of a dependent/disabled adult between the ages of 18-64. Clinicians and staff have the obligation to intervene on behalf of a dependent adult to prevent these forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a dependent adult.
4. When a patient makes a serious threat of violence or death that is an intended threat of violence or death to a reasonably identifiable victim. The authorities and the victim will be notified in order to prevent such acts. \*This applies in cases when a family member reports to clinicians or staff that a client receiving services through Unfold Psychology: A Heafey Practice, P.C. meets the above criteria of harm to others as well.
5. In situations where a patient makes a serious threat of self-harm or suicide, clinicians and staff will intervene to prevent such actions from occurring. The actions to prevent suicide may include contacting local law enforcement, or a local authority designated by the county. \*Please note children under the age of 18 will have a parent notified in suicidal or self-harm circumstances. \*This applies in cases where a family member reports to clinicians or staff that a client meets the above criteria of suicide or self-harm as well.
6. Another circumstance when confidentiality will not be protected is when a patient presents as gravely disabled. Grave disability is when an individual cannot provide food, clothing and/or shelter for themselves; however, this disability may not be due to mental retardation alone.
7. When adult persons that have a history of child abuse, and reveal such abuse, as adults over the age of 18, clinicians and staff are not mandated to report such crimes. However, if the perpetrator of this abuse is judged to still have access to children or vulnerable populations, confidentiality cannot be assured and a report will be made to the proper authorities to prevent future abuse.

**Confidentiality of Email, Cell Phone and Faxes Communication:** It is very important to be aware that email and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Emails are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Emailed documents can be mistakenly attached inadvertently revealing information to unintended sources. Faxes can easily be sent erroneously to the wrong number. Clinicians and staff will ask you whether or not you would like to have evaluations emailed and if you would like them sent using encryption. This is a process that expedites the release of your report and

subsequent accommodations to you and whomever you designate. Clinicians and staff will only email to addresses you designate verbally or by email and encrypted email is used to transmit reports unless otherwise indicated by you. If you prefer only a hard copy or wish to prevent electronic or email transfers of reports, please provide explicit directions in writing by sending an email to CareTeam@unfoldpsychology and mailing a letter to our office.

In general, the law protects the privacy of all communications between a client and a therapist, clinician, or psychologist, and information about your therapy can be released only with your written permission. All aspects of your treatment are confidential, and written permission is required to authorize our clinicians and/or staff to discuss your treatment with anyone else, including your insurance company. However, there are some situations in which our clinicians and staff are legally obligated to take action to protect others from harm, even if information is revealed about a client's treatment. For example, if it is believed that a child, elderly, or disabled person is being abused, we are required to file a report with the appropriate state agency. If it is believed that a client is threatening serious bodily harm to another, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm themselves, we may be obligated to seek hospitalization for them or to contact family members or others who can help provide protection. Our clinician(s) will make every effort to fully discuss decisions with you before taking any action.

All information disclosed within testing and interview sessions is protected by state and federal law and may not be disclosed without your written permission. Exceptions of disclosure do exist when state or federal law requires such disclosure, or the referring party requires that confidential material be released for purposes of an evaluation or court-ordered report such as a county, state or federal government or private agency including managed care insurance providers and the referring physician/referral source. If a third party is paying for your services, your signature at the bottom of this form constitutes a formal agreement to release the information they require, including evaluations, reports and assessments, unless this policy is changed in writing.

In some proceedings involving child custody, competency, and those in which your emotional condition is an important issue, a judge may order a written evaluation or report be submitted directly to the court and/or the testimony of our clinicians if they determine that the issues demand it. Our clinicians may find it helpful to engage in professional consultation with another professional regarding some aspects of a client's treatment. During a consultation, our clinicians make every effort to avoid revealing any identifying information about a client. The consultant is also legally bound to keep the information confidential. While this written summary of exceptions to confidentiality should prove helpful in informing



you about potential issues, it is important that we discuss any questions or concerns you have. Dr. Heafey will be happy to discuss these issues with you, but if you need formal legal advice please consult an attorney.

**Litigation Limitation:** Due to the nature of the assessment 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 nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the records be requested without a separate legal fee arrangement, and the fee itself is not sought to be covered by any insurance or managed care company. You also agree not to seek reimbursement for legal based fees from any third party or insurances. Fees are to be paid in advance.

By signing at the bottom of this form, you promise not to withhold any information knowingly or unknowingly from Unfold Psychology: A Heafey Practice, P.C. clinicians and staff in regard to past court decisions, orders, arrangements made, and previous custody matters that would affect our clinicians' ability to assess you, the client.

**Confidentiality of Group Therapy Sessions:** Anything said between any two or more group members at any time is part of the group and is confidential. I understand that everything said in group sessions is confidential. I agree to keep secret the names of other members of the group and what is said in the group. I understand that if I violate this confidentiality I could be removed from the group. I understand that there is an exception to this confidentiality which applies to Unfold Psychology clinicians and staff. If the clinician believes that someone is in danger, they have a professional obligation to take direct action in order to keep everyone safe. It is important to be aware that although group members are required to adhere to confidentiality rules, personal information may be shared without your permission due to group members violating confidentiality rules.

## **24-Hour Cancellation Policy**

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Note that the fee for late cancellations is \$100.00. This is necessary because a time commitment has been made by our clinicians to meet with you and session times are reserved exclusively for you. However, if you reschedule your appointment within 5 days, the late cancellation fee is waived. Please note: Insurance companies will not reimburse fees incurred for missed appointments.

## **Lateness**

If you arrive late for a scheduled appointment, only the remainder of the 50 minute session will be available. If a clinician runs late with a prior appointment and is unable to meet for the full session, you will be billed based on a prorated rate of your session fee.

### **Inclement Weather and Closures**

If there is inclement weather and/or if local schools are closed due to weather conditions, our staff will do their best to contact you via phone, text, SimplePractice and/or email if we will not be in the office or need to reschedule the appointment.

### **Insurance**

Unfold Psychology is a concierge therapy practice and is considered an out-of-network provider by insurance companies. All fees are prepaid by clients. We will submit claims to your insurance company on your behalf. You may receive full or partial reimbursement according to guidelines set by your insurance company for out-of-network providers. Our practice will provide you with whatever assistance we can to help you receive the benefits to which you are entitled; however, you (not the insurance company) are responsible for full payment of our fees. If you receive reimbursement from your insurance company, the checks that are issued by your insurance company will be mailed directly to the address the insurance company has on file for you.

It is very important that you find out exactly what mental health services your insurance policy covers. If you have questions about the coverage provided by your insurance company, please contact your plan administrator, benefits coordinator or member services. You should be aware that most insurance companies require you to authorize our practice to provide them with a clinical diagnosis. Sometimes additional clinical information is required to be submitted to insurance companies such as treatment plans or summaries, or copies of the entire record (in rare cases).

Please note: Unfold Psychology: A Heafey Practice, P.C. has no control or knowledge of what other entities do with the information that is submitted to insurance companies or who has access to this information. This information will become part of the insurance company's files. 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 will also 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 reported to have been sold, stolen, or accessed by

enforcement agencies; therefore, you are in a vulnerable position. It is important to remember that you always have the right to pay for services and not submit claims to your insurance company.

## **Billing and Payments**

Payment is due at the time of service, unless we agree otherwise. Cash, check, or credit cards are acceptable forms of payment. Payment schedules for other professional services will be agreed to when they are requested. A credit card is required to be kept on file to hold all scheduled appointment times. Intake sessions are prepaid. Fees for subsequent sessions are charged to the credit card on file within 24 hours after each session. Missed sessions (including sessions canceled within 24 hours) will be charged to the credit card on file. A \$50.00 service charge will be charged for any checks returned for any reason for special handling.

## **Credit Card Authorization**

Your signature authorizes Unfold Psychology: A Heafey Practice, P.C. to charge your credit card within twenty-four (24) hours of sessions and missed appointments for appointment fees, services, late cancellations, missed appointments, and outstanding balances. Clients are required to provide active credit or debit card information including current mailing address, zip code associated with credit card, CVV code and additional information required to process payments.

## **Delinquent Accounts and Collections**

You are responsible for payment of fees related to your therapy and services received, regardless of whether or not they are covered by your insurance carrier or are court-ordered. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Unfold Psychology: A Heafey Practice, P.C. has the option of using legal means to secure the payment. This may involve hiring a collection agency, and this could affect credit. You agree to the costs of any action necessary to collect your portion of the fee due, including court and attorney fees that might accrue. You will receive appropriate notice of efforts to obtain this debt. There will be a \$50 charge for the return of a check from the bank.

## **Ending Therapy**

You have the right to withdraw from treatment for any reason at any time. Our clinicians ask that you agree to have a final session after you notify the practice of your voluntary termination of treatment, so that our clinicians may responsibly review and evaluate your reasons and make recommendations related to the termination of treatment. A decision for early or premature termination of our professional relationship would be for one of the following reasons: a) it is reasonably clear that you or your child no longer need, are not benefitting from, or are being harmed by treatment; b) if you or someone in a relationship with you threatens or endangers me; c) if you are in need of services that I am not able to provide; d) financial non-cooperation; or, e) any other needs of Unfold Psychology therapists, clinicians, health care workers, or staff. Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, Unfold Psychology clinicians, therapists, and health care providers must consider the professional relationship discontinued. Should we prematurely end our professional relationship, you or your child will be provided with appropriate referrals and recommendations about how to proceed, unless your actions make it impossible, such as refusing to attend therapy sessions.

### **Severability**

If any of the provisions of the Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. The Agreement shall be interpreted in accordance with and controlled by the laws of the State of California in effect at the time of the execution of this Agreement.

### **HIPAA NOTICE OF PRIVACY PRACTICES ACKNOWLEDGMENT**

- I HAVE REVIEWED AND BEEN PROVIDED A COPY OF THE HIPAA NOTICE OF PRIVACY PRACTICES.
- I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT THESE POLICIES, AND I UNDERSTAND THAT I MAY ASK QUESTIONS ABOUT THEM AT ANY TIME IN THE FUTURE.
- I CONSENT TO ACCEPT THESE POLICIES AS A CONDITION OF RECEIVING MENTAL HEALTH SERVICES.

### **INFORMED CONSENT TO TREATMENT**

- I HAVE READ, UNDERSTOOD, AND HAD THE OPPORTUNITY TO QUESTION, AND I AGREE TO THE CONDITIONS AND POLICIES INCLUDED IN THE INFORMED CONSENT TO TREATMENT.
- I AGREE AND CONSENT TO PARTICIPATE IN BEHAVIORAL HEALTH CARE AND RELATED SERVICES AND/OR EDUCATIONAL SERVICES OFFERED AND PROVIDED AT UNFOLD PSYCHOLOGY: A HEAFEY PRACTICE, P.C.
- IF THE PATIENT IS UNDER THE AGE OF EIGHTEEN OR UNABLE TO CONSENT TO TREATMENT, I ATTEST THAT I HAVE LEGAL CUSTODY OF THIS INDIVIDUAL AND AM AUTHORIZED TO INITIATE AND CONSENT FOR TREATMENT AND/OR I AM LEGALLY AUTHORIZED TO INITIATE AND CONSENT TO TREATMENT ON BEHALF OF THIS INDIVIDUAL. I ALSO PERMIT THE USE OF A COPY OF THIS SIGNED AUTHORIZATION IN PLACE OF THE ORIGINAL.

## **ACKNOWLEDGEMENT**

By signing below, you acknowledge that you have reviewed and fully understand the terms and conditions of this Informed Consent for Treatment and Services and Practice Policies and Procedures Agreement. You agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy and/or education services with Unfold Psychology clinicians and/or staff. Moreover, you, as the Client or Representative agree to hold Unfold Psychology clinicians and staff free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

**BY COMPLETING THE SIMPLEPRACTICE ACKNOWLEDGEMENT AND PROVIDING MY SIGNATURE I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.**