

# Thomas Stein, M.S.

*Licensed Marriage & Family Therapist (MFC48767)*

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*The curious paradox is that when I accept myself just as I am, then I can change.*

*~Carl Rogers*

## **Welcome!**

Psychotherapy involves a unique relationship: it is personal within a professional framework. This relational framework is intended to promote increased awareness, choice, and skillfulness. The following paragraphs are written to inform you about how therapy works as well as describe the legal and ethical practices which have been developed to support the clarity and purpose of the relationship.

Please read the whole document. If you have any questions regarding the contents in these pages, I would like us to address your questions before you choose to sign it. For quick reference, here is a list of the topics covered below. The content that specifically addresses working with children and adolescents are highlighted in *italics*.

- The Therapy Process
- The Benefits and Risks of Therapy
- Limitations
- Confidentiality
- HIPAA (Health Insurance Portability and Accountability Act)
- Professional Consultation
- Records and Record Keeping
- Client Litigation & Psychotherapist-Client Privilege
- Policy Regarding Consent for the Treatment of a Minor Child
- Appointments & Cancellations
- How to End Therapy
- Insurance
- Fee and Fee Arrangements
- Availability
- My Intention

### **THE THERAPY PROCESS**

I value being with people in ways that support self-awareness and clarity of purpose. My approach is relational. I believe that desired change occurs within the context of a respectful, real, and caring relationship. Together we will explore your dilemmas as openings to greater choice and resourcefulness. If you would like to know more about me or my background you can read my bio on my website:

[www.tomstein-therapist.com](http://www.tomstein-therapist.com)

### **THE BENEFITS AND RISKS OF THERAPY**

I approach my work with optimism. Therapy can result in increased groundedness, creativity, equanimity, a developed sense of effectiveness in social, academic and work settings, a greater capacity for intimacy, and a deeper sense of meaning and purpose. In therapy, people have a chance to experience

their own humanness in a powerful way which can result in deep relief and a profound sense of moving beyond perceived limitations. Personal goals and values can become clearer and life more enjoyable.

Therapy may (or may not) also involve some discomfort, including remembering and exploring unpleasant events, sensations, and experiences. The process may evoke feelings of sadness, grief, fear, frustration, etc. There may also be times in which I will respectfully challenge your habitual ways of relating to yourself and the world.

I want you to know that sometimes your goals in therapy may result in unintended outcomes, including changes in personal relationships. Please be aware that any decision to change the status of your personal relationships is completely your own choice.

In general, your desired changes may be easy and swift at times, but may also be slow and arduous at others. We will address any concerns that arise between us as an integral part of our work together. Finally, even with our best efforts, there is no guarantee that therapy will meet your needs.

### **LIMITATIONS**

As a licensed Marriage and Family Therapist, I want you to know my limits — which serve to protect the clarity and purpose of our relationship:

- I do not give advice regarding the law, medicine, nutrition, finances, or any other profession.
- I do not perform custody evaluations or make recommendations to the court.
- If you are in therapy with a partner or other family member, know that I do not typically “keep secrets” between family members - as I believe holding secrets may impair my ability to facilitate open and honest communication.
- If you separate from a partner with whom you attend therapy, and one of you wishes to continue therapy with me, this must be mutually-agreed upon by the three of us. If this is not agreed upon, I can refer you to another therapist.
- If our work together includes family therapy, I will request all adults involved to authorize any release of information before releasing information.
- If your concerns are beyond my level of experience and competence, I will let you know and support your transition to another professional where your concerns can be optimally addressed.

### **CONFIDENTIALITY**

Within certain legal limits (see below), information revealed by you during the course of therapy will be kept completely private and will not be revealed to anyone without your written permission. If you participate in couple’s or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release that information.

Under certain legally-defined situations I am mandated to reveal information you tell me during the course of therapy to other persons without your written consent. These legally-defined situations include:

- If you reveal to me active child physical/sexual abuse or neglect; or that someone you know who has behaved abusively in the past is in contact with minors and there is a reasonable suspicion that he or she may still be abusing minors; you reveal to me active abuse (i.e. physical; sexual; fiduciary) of a dependent adult (18-64) or an elder (65 and older).
- If you make a serious threat of intention to harm another person I am required by law to warn the intended victim(s) and notify the appropriate law enforcement agencies.
- If I receive an order from the court by a judge to provide your treatment records.
- If you are actively suicidal with the intention of harming yourself.
- A federal law known as *The Patriot Act of 2001* requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act.

- Please note that domestic violence is not reported unless witnessed by a child. However, if you are involved in domestic violence, I encourage you to take safety precautions for you and your family members.

*Although parents can expect to be kept up to date as to their child's progress in therapy, he/she will not be privy to detailed discussions between their child and me, unless they are invited to be part of the therapy with the child — or in the event of any serious concerns I might have regarding the safety of their child, including suicidal thoughts, intentions, or behaviors. When a child is my client, know that to create an effective trust-building environment I must be able to offer the child a sense of that the information they share can be held in confidence, until and unless they decide to share it. If I believe that the child is holding "secrets" which are not in his or her best interest to hold, I will work with the child to find a safe and beneficial way to express these "secrets" and work with their parents to ensure that these "secrets" will be heard in a supportive and therapeutic manner.*

### **HIPAA (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT)**

Please read the document entitled, "Notice of Privacy Practices" provided below. Acknowledgment of receipt of this document is required by law.

### **PROFESSIONAL CONSULTATION**

To maintain my development as a clinician, I regularly participate in clinical consultation with colleagues. During such consultations, I do not reveal any personally identifying information regarding my clients.

To support the effectiveness of therapy, I prefer to work collaboratively with my clients' physicians, psychiatrists, pediatricians and other professionals — should my client's goals call for a more comprehensive approach. In this case, any contact with a client's physician, etc. would require that client's written authorization.

### **RECORDS AND RECORD KEEPING**

Under California law, I am required to keep confidential records of my work with my clients. These notes constitute my clinical and business records. I will maintain these records for at least ten years following the end of therapy or when a client is 21 years of age, whichever is longer. However, after ten+ years, records will be disposed in a manner that preserves confidentiality.

*Parents generally have the right to access the records regarding their child who is a client. However, this right is subject to certain exceptions set forth in California law. Should a parent request access to my records, such a request will be responded to in accordance with California law.*

### **CLIENT LITIGATION & PSYCHOTHERAPIST-CLIENT PRIVILEGE**

The information disclosed by a client, as well as any records created, is subject to the psychotherapist-patient privilege. Psychotherapist-patient privilege results from the unique relationship between a therapist and client in the eyes of the law; this privilege is akin to attorney-client privilege or doctor-patient privilege. Typically, the client is the holder of the psychotherapist-client privilege. If I receive a subpoena for records, deposition testimony, or live testimony in a court of law, I will assert the psychotherapist-client privilege on my client's behalf until instructed, in writing, to do otherwise by my client. Clients should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. A client should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

*When a client is a minor child, the holder of the psychotherapist-client privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the psychotherapist-patient privilege for their minor children, unless given such authority by a court of law.*

In general, I do not make any recommendation as to custody or visitation regarding a minor client. I am willing to provide referrals to legal resources, including child custody evaluators. Moreover, I generally do not provide records or testimony unless legally required to do so. Should I be subpoenaed or ordered by a court of law to appear as a witness in an action involving my client, my client (or parents of client) must agree to reimburse me for any time spent for preparation, letter-writing, travel, or other extra-session time at my current hourly rate.

#### **POLICY REGARDING CONSENT FOR THE TREATMENT OF A MINOR CHILD**

*As a therapist, I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent to give consent for psychotherapy, I will require that a parent submit supporting legal documentation, such as a custody order, prior to the commencement of services.*

#### **APPOINTMENTS & CANCELLATIONS**

In general, therapy is most effective when it is consistent. Taking all factors into consideration, most clients attend one appointment (55 minutes) per week, and more if needed to deal with an immediate crisis. Once a client experiences the desired changes, sessions may be reduced to 1 to 2 times per month. We will discuss what is best for you. The length of treatment may take several weeks, months, or years depending on your goals, desires, interest, finances, and other factors.

An appointment is a commitment to our work. If I am ever unable to start on time, I ask for your understanding and I will do my best to provide a full 55 minutes of therapy. If you are late, I would ask for your understanding of my need to end our session on time, as I typically have sessions scheduled on the hour.

**If you need to cancel a session, I request 24 hours notice. I charge 1/2 fee for any session cancelled with less than 24 hours notice.** This charge is not dependent on whether there is a good reason for missing an appointment. I understand that there may be very good reasons for a cancellation, but the fee will nonetheless be requested in order to cover my costs to sustain my practice. To cancel call voice mail: Tom at 805-881-3136.

#### **HOW TO END THERAPY**

As a client you can choose to end therapy at any time. With this choice, I would prefer we meet at least once. This meeting is intended to support your choice to end. With your request, I will also attempt to ensure a smooth transition to another therapist by offering referrals. Reasons to end therapy may include mutual recognition that your needs and goals have ( or have not) been accomplished, that your goals are outside of my scope of competence or practice, and/or that your needs would be better served by another professional. An additional reason may include the development of a conflict of interest.

#### **INSURANCE**

You are responsible for your fee. Clients (or client's parents) who carry insurance may bill their own insurance. If you choose to use your insurance, I will provide a superbill that can be submitted to your insurance company to seek reimbursement of fees already paid. Clients (or parents) are responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Insurance companies do not reimburse for missed or cancelled appointments.

You pay for your premiums and it is reasonable that you would want to use your insurance whenever possible. The first thing to realize is that medical insurance exists to pay for medical conditions. Therefore, you have to have a diagnosis (to show medical necessity) in order for your insurance to pay for therapy. Once a diagnosis enters the insurance system, it is there for a long time. This can impact you if you apply for private life or disability insurance, or for private health insurance if you are self-employed. So this is something to consider carefully.

#### **FEE AND FEE ARRANGEMENTS**

Clients (or parents) are expected to pay for services at the time services are rendered unless we make another mutual agreement. I accept cash, checks, and debit/credit card payments via paypal. My fee for service is \$\_\_\_\_\_ per **55-minute session**. I may adjust this fee periodically. (In general, I raise my fee 5 to 10 dollars per year. Clients (or parents) will be notified of any fee adjustment in advance.)

From time-to-time, I may engage in telephone contact with a client (or client's parents) for purposes other than scheduling sessions. The client (or client's parent) is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone *calls longer than ten minutes*.

#### **AVAILABILITY**

You may leave a confidential voice mail message with me at any time. I will make every effort to return calls within 24 hours, but cannot guarantee the calls will be returned immediately. Numbers are **Tom: 805-881-3136**. Be aware that on occasion cell phones can be unreliable.

You may leave email messages by sending your message to: [tom@tomstein-therapist.com](mailto:tom@tomstein-therapist.com) If your email requests a response, I will respond to you as soon as I am able to do so. While email can provide an additional option for communication, it is not meant to take the place of a psychotherapy session. Know that my responses will most likely be brief. Also, be aware that although I take every precaution to ensure the confidentiality of your email messages, there is the possibility that email communications (as well as cell phone communications) can be intercepted. For this reason, please consider carefully whether or not you would like to communicate via email. Please do not use email to communicate an emergency or a cancellation.

**As a private practice therapist, I do not have the availability to be relied upon to respond to emergencies. In the event you have an emergency or crisis situation involving your personal safety which requires immediate attention, call 911. You can also go directly to the nearest hospital emergency room. For emotional support, you can also call Hotline (24 hour availability) at 805.544.4499.**

As life can bring unexpected circumstances, should I be unable to continue your therapy I have trusted colleagues who will contact you to discuss what would be best for you at that time.

#### **MY INTENTION**

I believe everyone matters. I am rigorous in holding awareness of the complexity involved in social, economic, and cultural diversity. I do not discriminate because of age, sex, marital/family status, race, color, class, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record. This is a personal intention and commitment.

## Notice of Privacy Practices

**I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **II. I HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)**

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. I must provide you with this Notice about my privacy practices, and such Notice must explain how, when, and why I will "use" and "disclose" your PHI. A "use" of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is "disclosed" when it is released, transferred, has been given to, or is otherwise divulged to a third party outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And, I am legally required to follow the privacy practices described in this Notice.

However, I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this Notice and post a new copy of it in my office. You can also request a copy of this Notice from me, or you can view a copy of it in my office.

### **III. HOW I MAY USE AND DISCLOSE YOUR PHI.**

I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior written authorization; for others, however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

#### **A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent.** I can use and disclose your PHI without your consent for the following reasons:

**1. For Treatment.** I can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. I can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are involved in your care. For example, if a psychiatrist is treating you, I can disclose your PHI to your psychiatrist to coordinate your care.

**2. To Obtain Payment for Treatment.** I can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.

**3. For Health Care Operations.** I can use and disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professionals who provided such services to you. I may also provide your PHI to my accountant, attorney, consultants, or others to further my health care operations.

**4. Patient Incapacitation or Emergency.** I may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent after treatment is rendered, or if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.

**B. Certain Other Uses and Disclosures Also Do Not Require Your Consent or Authorization.** I can use and disclose your PHI without your consent or authorization for the following reasons:

**1. When federal, state, or local laws require disclosure.** For example, I may have to make a disclosure to applicable governmental officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect.

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**2. When judicial or administrative proceedings require disclosure.** For example, if you are involved in a lawsuit or a claim for workers' compensation benefits, I may have to use or disclose your PHI in response to a court or administrative order. I may also have to use or disclose your PHI in response to a subpoena.

**3. When law enforcement requires disclosure.** For example, I may have to use or disclose your PHI in response to a search warrant.

**4. When public health activities require disclosure.** For example, I may have to use or disclose your PHI to report to a government official an adverse reaction that you have to a medication.

**5. When health oversight activities require disclosure.** For example, I may have to provide information to assist the government in conducting an investigation or inspection of a health care provider or organization.

**6. To avert a serious threat to health or safety.** For example, I may have to use or disclose your PHI to avert a serious threat to the health or safety of others. However, any such disclosures will only be made to someone able to prevent the threatened harm from occurring.

**7. For specialized government functions.** If you are in the military, I may have to use or disclose your PHI for national security purposes, including protecting the President of the United States or conducting intelligence operations.

**8. To remind you about appointments and to inform you of health-related benefits or services.** For example, I may have to use or disclose your PHI to remind you about your appointments, or to give you information about treatment alternatives, other health care services, or other health care benefits that I offer that may be of interest to you.

#### **C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.**

**1. Disclosures to Family, Friends, or Others.** I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in sections III A, B, and C above, I will need your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I haven't taken any action in reliance on such authorization) of your PHI by me.

#### **IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

You have the following rights with respect to your PHI:

**A. The Right to Request Restrictions on My Uses and Disclosures.** You have the right to request restrictions or limitations on my uses or disclosures of your PHI to carry out my treatment, payment, or health care operations. You also have the right to request that I restrict or limit disclosures of your PHI to family members or friends or others involved in your care or who are financially responsible for your care. Please submit such requests to me in writing. I will consider your requests, but I am not legally required to accept them. If I do accept your requests, I will put them in writing and I will abide by them, except in emergency situations. However, be advised, that you may not limit the uses and disclosures that I am legally required to make.

**B. The Right to Choose How I Send PHI to You.** You have the right to request that I send confidential information to you to at an alternate address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail). I must agree to your request so long as it is reasonable and you specify how or where you wish to be contacted, and, when appropriate, you provide me with information as to how payment for such alternate communications will be handled. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

**C. The Right to Inspect and Receive a Copy of Your PHI.** In most cases, you have the right to inspect and receive a copy of the PHI that I that I have on you, but you must make the request to inspect and receive a copy of such information in writing. If I don't have your PHI but I know who does, I will tell you how to get it. I will respond to your request within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed.

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If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

**D. The Right to Receive a List of the Disclosures I Have Made.** You have the right to receive a list of instances, i.e., an Accounting of Disclosures, in which I have disclosed your PHI. The list will not include disclosures made for my treatment, payment, or health care operations; disclosures made to you; disclosures you authorized; disclosures incident to a use or disclosure permitted or required by the federal privacy rule; disclosures made for national security or intelligence; disclosures made to correctional institutions or law enforcement personnel; or, disclosures made before April 14, 2003.

I will respond to your request for an Accounting of Disclosures within 60 days of receiving such request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date the disclosure was made, to whom the PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more than one request in the same year, I may charge you a reasonable, cost-based fee for each additional request.

**E. The Right to Amend Your PHI.** If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that your request and my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.

**F. The Right to Receive a Paper Copy of this Notice.** You have the right to receive a paper copy of this notice even if you have agreed to receive it via e-mail.

## **V. HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES**

If you think that I may have violated your privacy rights, or you disagree with a decision I made about access to your PHI, you may file a complaint with the person listed in Section VI below. You also may send a written complaint to the **Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201**. I will take no retaliatory action against you if you file a complaint about my privacy practices.

## **VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me:

Thomas Stein, LMFT – 805-881-3136

## **VII. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on April 14, 2003.

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