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## OFFICE POLICY & INFORMED CONSENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an Agreement between us.

### PSYCHOLOGICAL SERVICES & GOALS

Psychotherapy is not easily described in general statements. The variations depend on the personalities of the psychologist and patient, and the particular challenges you bring forward. There are many different methods I may use to deal with the issues that you hope to address. Psychotherapy is not like a medical doctor visit; instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. It often involves discussing unpleasant aspects of your life situation. It is important to understand that when you make changes, it may have an impact on other relationships in your life. On the other hand, facing challenges can certainly prove beneficial, with the possibility of improved relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the professional you select in meeting your challenges. If you have questions about my procedures, we should discuss them whenever they arise. To help you set up a meeting with another mental health professional for a second opinion.

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### EMERGENCIES, PHONE CALLS, TEXT MESSAGING, & EMAIL

When unavailable, my telephone (713-906-9057) is answered by voice mail. Every effort will be made to return these messages within 24 hours, with the exception of weekends and holidays, unless, your situation requires immediate attention.

For cases of suicide or other life and death emergencies when you are unable to reach me and feel that you cannot wait for a returned call, please call 911 and/or the San Diego County 24-Hour Crisis team at 1-800-724-7240 or text CONNECT to 741-741.

I use e-mail communication and text messaging only with your permission and only for administrative purposes, unless we have made another agreement. E-mail communication and text messaging should be limited to setting and changing appointments, billing matters and other related issues. If you need to discuss a clinical matter, please feel free to call me or wait so we can discuss it during your therapy session.

I do not communicate with or contact any of my clients through social media platforms like Twitter and Facebook.

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### CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written Authorization for Release of Information that meets certain legal requirements imposed by state law and/or HIPPA. But there are exceptions:

1. If a client threatens to harm himself/herself: I may be obligated to seek hospitalization for him/her and/or contact family members or others who can help provide protection (CA Evidence Code 1024).

2. If a client communicates a serious threat of physical violence or if the client's family member reports that a client has made such a threat, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the client or contact others who can assist in protecting the victim (CA Evidence Code 1024, CA Civil Code 43.92).
3. I am required by law to report any suspected child abuse, neglect, or sexual abuse to protect the child/children involved (CA Penal Code 11164-11174.4; 288; 261- 269, Child Abuse; CA Welfare and Institutions Code 18951 ff).
4. I am obligated by law to report any suspected abuse, neglect, or sexual abuse of an elderly person or dependent adult to protect the elderly person or dependent adult involved (CA Welfare and Institutions Code 15630-15632; 1560-15610.6; 15633-15637).
5. In most legal proceedings, you have the right to prevent me from providing any information about treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a Judge may order my testimony if the judge determines that the specific issues demand it.
6. The Federal Patriot Act of 2001 requires health care providers (and other professionals) in certain circumstances to provide FBI agents with records and documents and prohibits the provider from disclosing to the patient that the FBI sought or obtained the items under the Patriot Act.
7. Disclosures may be required to health insurers or collection agencies to collect agreed upon and/or overdue fees. You, as a patient of Dr. Penny Michelle Abrams, authorize the release of information for claims, certification, case management, and for other purposes relating to your health plan benefits. Dr. Penny Michelle Abrams, PhD is authorized to disclose any treatment information and reports that are necessary for the purpose of providing for continuity of treatment care and for evaluating and administering claims for insurance benefits. If not revoked previously, this authorization is valid for one year as prescribed by law.
8. You are giving Dr. Penny Michelle Abrams authorization to discuss your case with the referral source for continuation of care, and other health care providers or facilities for the purposes of diagnosis and treatment.
9. In Couple's Therapy, please be aware that information shared with me will be disclosed to your partner if the partner is participating in treatment. I have a *no secrets* policy, which means that I will not agree to maintain secrets from any one partner. If you feel information should not be shared with your partner, please do not disclose to me. If you decide to do so, but do not want your partner to know, I will first help you reveal the secret but will not promise to keep it longer than deemed appropriate. If you choose not to reveal your secret, it may be necessary for you to seek the support of an individual therapist, who is independent of me and with whom I can consult with regarding broad issues and not specifics of your secret.  
While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

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#### **FINANCIAL TERMS**

I and/or my authorized agents (such as my insurance billing person) will submit insurance claims to your insurance carrier. This is not a substitute for payment. You have the responsibility to pay any deductible amount, co-insurance, or any other balance that is not paid by your insurance company. In instances where insurance does not pay any benefits, you will need to pay for the service.

If payment is not received within 60-days from the date the claim was submitted, you will be responsible for the full amount of the balance of the account. If you choose to break the Agreement, I may release your name for collection purposes. If legal action is necessary, the costs will be included in the claim.

There will be a charge of \$45.00 for returned checks.

When not using your insurance, my hourly fee is \$250 for the first session and for couple's sessions, and \$225 for following individual sessions. You will be expected to pay for each session at the time it is held, unless you have insurance coverage which requires another arrangement. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

In addition to weekly appointments, I charge for other professional services you may need, though I will break down the hourly cost of \$225 if I work for periods of less than one hour. Other services include: report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$400.00 per hour for preparation, attendance, and transportation time and costs.

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### **CANCELLATION & MISSED APPOINTMENTS**

I recognize that on occasion, a cancellation for a session is necessary. There is no charge for cancellation of a session made at least 24 hours in advance. Cancellation given on a shorter notice or failure to show up for an appointment will result in a charge for the full fee, unless we both agree you were unable to attend due to circumstances beyond your control.

Some clients have a hard time understanding the cancellation policy. The best way I know to explain this policy is that I make my living by selling blocks of my time. If someone does not show for his or her appointment, or does not give me adequate notice, I lose the ability to fill that hour with another client. Therefore, I lose my earning power. It is the same principle as renting an apartment: just because the person is not there some of the time, it does not mean the landlord will not collect the rent. This policy is certainly not meant to be punitive; it is simply the way therapists have to do business.

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### **PROFESSIONAL RECORDS**

Pursuant to HIPPA laws, I am required to keep protected health information about you in two sets of professional records.

1. Clinical Record: Information about your reasons for seeking therapy, description of the ways in which your problem impacts your life, your diagnosis, treatment goals, your progress towards these goals, your medical and social history, treatment history, *past* treatment records received from prior providers, professional consultation reports, billing records, and any reports, including insurance carriers.
2. Psychotherapy Notes: These notes are for my own use to assist in providing you with the best course of treatment. These notes are kept separate from your clinical record. While insurance companies can request and receive a copy of your clinical record, they cannot receive a copy of your psychotherapy notes without your authorization.

### **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If you agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have.

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**SIGNATURE** Your signature below indicates that you have read and understood the above information.

**Client/Legal Representative Signature**

**Date**

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**Penny Michelle Abrams, PhD**

**Date**

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