

General Information, Office Policies & Agreement for Psychotherapy Services *or* Informed Consent for Psychotherapy

With Bob Ross, LCSW, C-CATODSW

Hello and welcome to my practice. I am giving you a copy of this form to help answer questions that you may have about starting counseling with me. It provides general information regarding my professional background, services and office policies, as well as your rights and responsibilities as a client. If you choose to sign this form, it will represent an agreement between us. We can discuss questions you have prior to signing the agreement, and at any time in the future.

ABOUT ME: I received a Bachelor of Science degree in recreation therapy in 1979 and a Master of Social Work degree from Portland State University in 1990. I've been a Licensed Clinical Social Worker in the state of Oregon since 1993, and a Certified-Clinical Alcohol Tobacco and Other Drug Social Worker since 2001. I engage in ongoing consultation with other psychotherapists and at least 20 hours of continuing education annually. I'm a member of, and follow the practice and ethical standards of the National Association of Social Workers, as well as those of Oregon's State Board of Social Workers. A copy of those codes will be made available at your request.

I have worked with children, adolescents, adults and families. My work settings have included special schools, nursing homes, hospitals, inpatient and day treatment psychiatry, VA medical centers, and 24 years in residential and/or outpatient addictions treatment facilities. I remain touched and inspired by the courage, trust, and resiliency of the people I've served for all these years.

My services involve individual and group psychotherapy, education and self-care planning for adults experiencing mental health, substance abuse, and/or chronic health difficulties. My mission is to help individuals to decrease personal suffering and increase life satisfaction. I collaborate with you, building on your strengths, to help you explore new insights, skills and solutions. My approach is integrative, exploring emotional, intellectual (i.e. cognitive), behavioral, social, physical, or spiritual solutions as determined by your needs and preferences. I would be honored to join you in your healing journey.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participating in therapy can result many benefits to you, including improving interpersonal relationships and resolving specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy process, and I will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. We may draw upon a variety of theories and approaches: motivational interviewing, mindfulness based practices, recovery management, solution focused therapy, cognitive behavioral therapy, trauma informed care, internal family systems, wellness and mind/body practices, etc..

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may ask you to examine some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling

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situations. This may bring up anger, shame, disappointment, or other difficult feelings. I will support you in experiencing, expressing, and managing your full range of feelings safely.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow, and sometimes frustrating. There is no guarantee that psychotherapy will yield positive or intended results. I do not provide custody evaluation recommendations, medication or prescription recommendations, or legal advice, as these activities do not fall within my scope of practice.

PHYSICAL AND MEDICAL CONSIDERATIONS: Many psychological and emotional issues are related to physical conditions. It is recommended that you undergo a complete physical examination if you have not done so recently. This is to make sure that the difficulties that you discuss in therapy are not caused by a physical problem.

APPOINTMENTS and CANCELLATIONS: Our appointments will ordinarily last 50 to 55 minutes, typically once per week. We'll determine the frequency that makes the most sense for you and your goals. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule an appointment, please provide me with at least 24 hours' notice. If you miss a session without cancelling, or cancel with less than 24 hours' notice, my policy is to charge half of the usual session fees, unless we come to another agreement at the time. Most insurance companies do not reimburse for missed sessions, so you will be responsible for half of the total charges, including what insurance would have paid and any normal co-insurance or co-pay charges. In addition, please arrive on time for appointments. If you arrive late, we will still need to end on time.

PROFESSIONAL FEES:

Individual Session: \$120 for 60 minutes

Individual Session: \$100 for 50 minutes

Individual Session: \$90 for 45 minutes

Group Therapy: \$40 for 50 to 60 minutes

Consultation Fees: \$120 per hour

Complex Initial Intake/assessment: \$150 for 75-90 minutes. (For more urgent, complex situations)

Sliding-Scale fees: I offer this option for those who are doing private pay, based on your financial circumstances.

Payment is due: in full at the time each session occurs. If you are having difficulty paying for your services, please discuss this with me. Payment can be made with cash, checks, or credit card. If there are issues with insufficient funds and a returned check, extra fees may apply.

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Accepted Insurance Plans: *Out of network only* at this time. I will provide an invoice (i.e. superbill) that you can submit to your insurance company for *possible* reimbursement to you, however you are expected to pay for each session in full at the time it occurs. Before your first visit, please contact your insurance company to determine what amount they will reimburse for out of network services, if any, and what information they'll require from you. This will help you avoid unexpected expenses.

In addition to scheduled appointments, there are other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required, even if another party compels me to testify. My fees in this case are: \$100 per hour, and will not be covered by insurance.

CONFIDENTIALITY: Under Oregon law, I have an obligation to honor client confidentiality. As a general rule, I will not share information of any kind about you with anyone else, unless I have your written authorization, *or* unless required to do so by law (see next paragraph). I may ask you to sign a written Authorization to Release Confidential Information if you feel it benefits your care. The Authorization to Release Confidential Information says specifically who will receive what type of information, for how long. You may revoke an authorization at any time, to stop sharing any further information.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by 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 a client's family members communicate to me, Bob Ross, LCSW, C-CATODSW, that the client presents a danger to others. Disclosure may also 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 me.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct me to, only the minimum necessary information will be communicated to the carrier. I have no control over, or knowledge of, what insurance companies do with the information I submit or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big 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 hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which may also put you in a vulnerable position.

LITIGATION: Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting disclosure of the records, I will do my best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

CONSULTATION: I consult regularly with other professionals regarding my clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While my electronic medical records system exceeds the privacy protection standards set by the Health Insurance Portability and Accountability Act (a.k.a., HIPAA); communication through ordinary emails, texts and e-fax are not encrypted. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Please notify me if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters. *Please do not use texts, email, voice mail, or faxes for emergencies* because emergencies require an immediate response from a live care provider for your safety.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of my profession require that I keep treatment records for at least 7 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, I will retain clinical records only as long as is mandated by Oregon law. If you have concerns regarding the treatment records, please discuss them with me. 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 I assesses that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assesses that releasing such information

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might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE ACCESSIBILITY: If you need to contact me between sessions, please call and leave a message at (971) 249-2319. I check messages a few times daily, *during daytime and early evening work hours only*, unless I'm out of town. I will attempt to return your call as soon as possible. However, I cannot guarantee an immediate return call and technical difficulties are possible at any time. Efforts are made to return calls within 48 hours. If you are experiencing an emergency, please follow the **EMERGENCY PROCEDURES** listed below.

EMERGENCY PROCEDURES: Bob Ross, LCSW does not work on an emergency basis and does not carry a pager. If an emergency situation arises and you need to speak to someone immediately, you should call your 24 hour/7 day County Crisis Line at: Washington Co. (503) 291-9111; Multnomah Co. (503) 988-9488; Clackamas Co. (503) 655-8585; *OR* the National Suicide Prevention Lifeline 1-800-273-TALK (8255), *OR* call 911 for Police or Medical Emergency; *OR* go to the nearest hospital emergency room.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, I will discuss with you my understanding of the problem, treatment plan, therapeutic objectives, and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

I will frequently ask for your feedback on our sessions and whether you have any concerns. I hope you'll speak openly with me so that we can address them. Such concerns will be taken seriously and handled with care and respect. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or former clients. If at any time you feel that this psychotherapy relationship is not beneficial, you have the right to seek other services to best meet your needs. If at any time you feel that I am not able to meet your clinical needs, I will provide referrals to other resources.

As a client of a Licensed Clinical Social Worker, licensed by the Oregon Board of Clinical Social Workers, you have the following rights:

- To be treated with respect and dignity.
- To be provided competent services in accordance with accepted quality of care standards.
- To have information about you kept confidential except in the circumstances described above.
- To view all information regarding you.
- To know the name and training of anyone who works with you.
- To be treated fairly and not be discriminated against because of race, sex, gender or sexual orientation, religion, national origin, age or disability.
- To actively participate in the development or modification of your services.

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- To withdraw this consent for services at any time.
- To contact the Oregon State Board of Clinical Social Workers at 3218 Pringle Road, Salem, Oregon 97302, (503) 378-5735, for further information or to lodge a complaint.

TERMINATION: This agreement is valid until treatment is complete and/or a termination session has occurred. If you discontinue treatment without explanation, and make no attempts to contact me, after 60 days I will assume that you have terminated treatment and will close your chart. You are welcome to resume treatment at any time, provided that your account is in good standing and that I have openings available.

By initialing here, I, the client am choosing to communicate via email, text, and cell phone and I am aware of the aforementioned confidentiality risks that they entail.

Initial here: _____

I, the client, understand that I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement and I consent to psychotherapy with Robert Ross, LCSW, and C-CATODSW. It does not indicate that I am waiving any of my rights. I understand my rights to privacy and the exceptions to my rights to privacy. I understand that there are risks associated with treatment and there are no guarantees of cure in the practice of therapy. I have read, or had read to me this document as well as the Notice of Privacy Practices document. I have discussed those points I did not understand and have had questions if any, fully answered. I agree to the conditions described in this document, and to enter into therapy with this therapist, as shown by my signature here.

Client's Name (print) _____

_____ Date _____ Signature

Client's Name (print) _____

_____ Date _____ Signature

Psychotherapist's Name (print) _____

Signature _____ Date _____