

# Amanda Torre Counseling

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Licensed Marriage and Family Therapist #88617 | 619-732-6185 amandaesquivel@hotmail.com

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## Office Policies and Consent

Please read this document carefully as it pertains to the services you will be receiving, and the policies related to the services. When you sign this document, it will represent an agreement between us.

### Therapeutic Services

If you are reading this document, you have decided to receive individual, marriage, or family counseling. Sometimes treatment is short term and sometimes long-term treatment is required depending on your personal circumstances. In order for therapy to be most successful, it is best for you to put forth a very active effort in and out of therapy sessions. Therapy can be unpleasant, especially when discussing difficult topics. On the other hand, therapy can also be very rewarding when it leads to better relationships and improved overall wellbeing.

Our first few sessions will involve an evaluation of your needs and goals. Once that is complete, we will proceed with treatment. At any point during treatment, should you have any questions or concerns about treatment please to not hesitate to communicate that with me. If you prefer to discontinue with the treatment, I would be happy to help you determine the best course of action to take.

**NOTICE TO CLIENTS:** The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of professional clinical counselors. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916)574-7830.

### Fees and Cancellation

Fees for services are \$100 per individual session and \$120 per couple/family session. If you should need to cancel an appointment, I require a 24-hour notice. If a 24-hour notice is not provided, you will be held responsible to pay for the session that you missed. Unless otherwise agreed upon, payment for services may be provided by cash or check at the beginning of each session.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve a collection agency or attorney. Should I need to contact a collection agency or attorney, the information provided would be your name, the nature of the services provided, and the amount due.

### *Good Faith Estimate*

You have the right to receive a "Good Faith Estimate" explaining how much your medical and mental health care will cost. Under the law, health care providers need to give patients who don't have insurance or who are not using insurance an estimate of the expected charges for medical services, including psychotherapy services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises).

## Confidentiality

The laws of California and the standards of my profession require that I keep treatment records. The information in your medical record is used to plan your treatment and keep record of significant issues that may come up in treatment. I also use the information to coordinate treatment with other healthcare providers and/or other professionals working with you. Your private information is only provided to these individuals with your written permission via an *Authorization to Release Information*.

Confidentiality is the formal relationship between client and provider of services in which the provider agrees to hold confidential any information shared in the course of such services. Information is not shared with anyone without the expressed written permission of the holder of confidentiality. ***There are, however, some exceptions to the law of which you should be aware:***

- 1.) If you are behaving in a way that poses a threat to the life of another person, confidentiality must be broken. We are bound by law to contact the person(s) involved as well as the police and warn them of possible harm or danger.
- 2.) If you are using confidentiality as a means of avoiding legal punishment, confidentiality must be broken. That is, psychotherapists may not aid or abet committing a crime. The Patriot Act 2001: Health information may be disclosed to authorize federal officials who are conducting national security and intelligence activities or providing protective services to the President or other important officials.
- 3.) If I believe a client is in danger of harming herself/himself or is gravely disabled, the counselor can break confidentiality in order to protect the client from harm.
- 4.) If the counselor suspects any instance of child or elder abuse, he is legally required to report this to the proper authorities.

## Litigation Limitation

I do not do court work (such as, but not limited to testifying in divorce and custody disputes, injuries, lawsuits, etc.). If you need these services, I will give you referrals who specialize in these areas. My desire is to protect your therapy from the intrusiveness of legal proceedings. By signing this document, I agree to this litigation limitation.

## Contacting Me

I am available by phone (619-732-6185) or email ([amandaesquivel@hotmail.com](mailto:amandaesquivel@hotmail.com)). In the event that you need to speak with me during non-business hours or if it is an emergency, you can contact 911 or contact the San Diego Access and Crisis Line (1800-724-7240). Though email, voicemail, and text message are frequently used modes of communication, they are NOT confidential. If you have questions or concerns about this, please make sure to bring them to my attention so that we can discuss a plan for communication.

***Your signature below indicates that we have reviewed the information contained in the Office policies and Consent, that you have received a copy of the document, and that you agree to abide by its terms during treatment.***

*I hereby agree to enter into therapy with Amanda Torre and cooperate to the best of my ability as show by my signature below:*

Client 1: \_\_\_\_\_

Date: \_\_\_\_\_

Client 2: \_\_\_\_\_

Date: \_\_\_\_\_

## HIPAA Patient Notice of Privacy Practices

Due to the "Privacy Rule" established by the Department of Health and Human Services, any personal healthcare information is protected and kept confidential for your privacy. The Privacy Rule establishes a standard for certain health care providers to obtain their patients' consent for uses and disclosures of health information in order to carry out treatment, payment, or healthcare operations.

We respect the privacy of your personal medical records. We will take precautions to secure and protect that privacy. When appropriate we will provide only the minimal information necessary in order to provide health care that is in your best interest.

With your consent, disclosure of your personal health information may be shared for purposes of treatment, payment, or health care operations with hospitals, pharmacies, health plans, co-treaters, and laboratories, other mental health providers.

You may refuse to consent to the use or disclosure of your personal health information, but this must be in writing. Under this law, if you refuse to disclose your Personal Health Information (PHI), we have the right to refuse to treat you. If you choose to give your consent, at some future time you may request to refuse to disclose all or part of your PHI. You may not revoke actions that have already been taken which relied on a previously signed consent.

You have the right to receive accounting of any disclosures we have made. You have the right to receive a copy of your PHI, but your request must be submitted in writing. In certain situations your therapist may deny your request. If so, you will be told in writing the reasons for denial and your right to have the denial reviewed.

You have the right to have your therapist amend your PHI. If we deny your request, you may file a disagreement with us and prepare a rebuttal, which will be added to your PHI. For additional information call the U.S. Dept. of Health and Human Services at 619-515-4243 and/or the Office of Civil Rights at 1-877-696-6775.

I acknowledge receipt of this notice.

Client 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Client 2 Signature \_\_\_\_\_ Date \_\_\_\_\_

## INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

### Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different city in California or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- - Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- - Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- - Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- - Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

### Electronic Communications

Provider uses doxy.me as a HIPAA compliant cloud based telehealth service. It is accessible via your desktop, tablet or phone and you can access your appointment at <https://doxy.me/drpolonia>. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology. It is recommended that you always have your phone and charger easily accessible at every appointment.

For communication between sessions, the best way to reach me is to leave a voice message. I will do my best to respond within 24 hours. Please note I use email communication for administrative matters only such as setting or changing appointments. Due to HIPPA regulations, *I do not offer texting services*. Please be aware that I cannot guarantee the confidentiality of any information communicated by email. Therefore, I will not discuss any clinical information by email and prefer that you do not either. *Please note that if there is an emergency, please contact the San Diego Crisis Hotline at 888-724-7240 or call 911 or go to your nearest emergency room.*

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911 or the San Diego Crisis hotline at 888-724-7240, or go to your nearest emergency room. Please call me back after you have called or obtained emergency services.

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Client Signature	Date
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Client Signature	Date
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Clinical Provider Signature	Date
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