



Reinicke Counseling Associates

Mission Valley • Rancho Bernardo • Phone (619) 298-8722

INITIAL INFORMATION

Welcome to our office. Please read and complete these pages. Your therapist will come to the waiting room to meet you. If you are here for couples counseling, please complete information for you and your partner.

Name _____ Phone _____ Date of Birth _____

Partner's Name _____ Phone _____ Date of Birth _____

Address _____ City _____ State/Zip _____

Your Email _____ Partner's Email _____

Your Employer & Position _____

Partner's Employer & Position _____

Marital Status _____ Date of Present Marriage _____

Church Affiliation (if applicable) _____

Children's Names & Ages _____

Who lives at your home? _____

What is the situation or relationship issue for which you wish counseling? _____

What counseling have you had previously? _____

What medications, if any, are you now taking? _____

Person to notify in case of emergency _____

Their Phone # _____ Relationship to you _____

Who referred you to us? _____

Your therapist may _____ / may not _____ send you email regarding upcoming RCA workshops or events.

Client Signature _____ Date _____

Client Signature _____ Date _____



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OFFICE POLICIES & PROCEDURES

1. **CANCELLATION:** I understand that I will give a minimum of 24 hours notice if I have to cancel or change a session. If I do not cancel within 24 hours, then I will be charged for the session missed.
2. **FEES:** I understand the fee for a 50-minute psychotherapy session is \$250. Payment is to be made in full at the beginning of each session in the form of cash, credit card, or personal check.
3. **INSURANCE:** I understand that Reinicke Counseling Associates does not do insurance billing. It is the client's responsibility to submit claim forms for reimbursement to their own insurance company. The therapist will supply a suitable receipt. If your insurance denies payment of any service, payment of services is your responsibility.
4. **PHONE SESSIONS:** I understand that any phone sessions are charged at the same rate as individual counseling.
5. **RETURNED CHECKS:** Reinicke Counseling Associates will require a \$25 fee (in addition to the original amount) for any returned checks.
6. **CONFIDENTIALITY:** If you are an adult, anything you do or say in the context of psychotherapy is confidential with these exceptions:
 - a) 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.
 - b) 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 authorized federal officials who are conducting national security and intelligence activities or providing protective services to the President or other important officials.
 - c) If a counselor believes 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.
 - d) If the counselor suspects any instance of child or elder abuse, he is legally required to report this to the proper authorities.

A Release of Information Form signed by you is required before we will send records to or request records from other health care providers. The exception is in the case of a delinquent account. Financial information can be forwarded to a collection agency, but we hope that would never be necessary.

NOTICE TO CLIENTS The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

Client Signature _____ Date _____

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California's AB1775 New Child Pornography Law in Effect January 1, 2015

AB1775 requires psychotherapists, counselors and other mental health professionals to report if a person knowingly developed, duplicated, printed, downloaded, streamed, **or accessed (that is, viewed) an electronic or digital image**, or exchanged a film, photograph or video in which anyone under 18 is engaged in an act of obscene sexual conduct.

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. Please carefully read our "Office Policies and Procedures" for more details.

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.

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 at this counseling center, 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. If you request copies of your PHI, you will be charged no more than \$.25 each page. Your therapist may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

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.

All of our therapists and employees undergo training to understand and comply with government rules and regulations regarding the Health Insurance Portability and Accountability Act (HIPAA), with particular emphasis on the "Privacy Rule." We strive to achieve the very highest standards of ethics and integrity in performing services for our patients.

We have implemented a Compliance Program that we believe will help us prevent any inappropriate use of your PHI. We welcome your input regarding any service problem so that we may remedy the situation promptly.

If you have any questions, please ask to speak with Aaron J. Reinicke, LMFT #25792 Compliance Officer, at 619 298-8722. You may also file a complaint to the Secretary of Health and Human Services if you believe we have violated your privacy rights.

I acknowledge receipt of these notices regarding AB1775 and HIPAA.

Client Signature _____ Date _____

Client Signature _____ Date _____



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LITIGATION LIMITATION

Psychotherapists at ***Reinicke Counseling Associates*** 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 we will give you referrals to forensic psychologists who specialize in these cases.

Our desire is to protect your psychotherapy from the intrusiveness of legal proceedings.

1) Confidentiality – Your therapist cannot release any information about you without your written permission (exceptions to this such as child or elder abuse, danger to self or others are explained in our intake form).

2) Confidentiality in Couple's Therapy – Your therapist cannot release records unless both clients give written permission.

To be in psychotherapy at ***Reinicke Counseling Associates*** you must agree that neither you nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of psychotherapy records be requested for legal proceedings.

This is in your best interest because:

1) If you place your mental status at issue in litigation initiated by you, the defendant (other side) has the right to obtain your psychotherapy records and/or testimony by your psychotherapist. Your adversary would have the right to know everything you've talked about in psychotherapy.

2) Forensic psychology (custody evaluations, workers comp, lawsuits, etc.) is not an area of expertise for ***Reinicke Counseling Associates*** therapists. If you are involved in legal proceedings, subpoenaing a therapist without forensic expertise to testify could hurt your case more than help. Forensic psychologists do assessments (not psychotherapy) and are trained as expert witnesses.

3) The goals of legal proceedings (winning a case) do not mesh well with the goals of ongoing psychotherapy (exploring conflicted emotions and behavior in a safe, protected place). Psychotherapists are not allowed to have dual roles with a client which interfere with the client's therapy. [APA Ethical Principles & Code of Conduct: Standard 10.02(b); Standard 3.05; Standard 3.04]. Any involvement in legal proceedings would necessitate termination of therapy.

I understand and agree to this litigation limitation.

Client Signature

Date

Client Signature

Date