

OFFICE POLICIES &  
GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES  
-Consent for Psychotherapy Service-

*This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPPA preemptive analysis.*

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law. Briana Evans LCSW will never acknowledge working with a client without his/her permission. However, should a client acknowledge Briana Evans LCSW outside of the therapeutic setting (i.e. saying hello in public), Briana Evans LCSW will respond in kind with an acknowledgment and assume that the client, through initiating the public acknowledgement, is waiving her/her right to confidentiality in that situation. Briana Evans LCSW will never extend beyond the client's general social acknowledgement nor disclose any further information regarding the client or his/her confidential 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; when a client communicates to Briana Evans LCSW that he/she has engaged in or is aware of another identifiable person who is engaging in: knowingly downloading, streaming, duplicating, developing, or accessing through digital, electronic media, or exchanging through video, print, or photography, the act in which a child is engaged in obscene sexual conduct; 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 Briana Evans LCSW 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 Briana Evans LCSW. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Briana Evans LCSW will use her clinical judgment when revealing such information. Briana Evans LCSW will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Briana Evans LCSW becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Please note that unless otherwise a **Single Case Agreement has been put in place, Briana Evans LCSW is not contracted with any insurance companies and is considered an out of network provider.** In general, disclosure of confidential information may be required by health insurance carriers or HMO/PPO/MCO/EAP in order to process the claims. Briana Evans LCSW has no control over, or knowledge of, what insurance companies do with the information submitted or who has access to this information. 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 insurance companies' computers and is likely to be reported to the National Medical Data Bank, both of which may be vulnerable to hacking, unauthorized access or legally accessed by law enforcement and other agencies.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Briana Evans LCSW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**CONSULTATION:** Briana Evans LCSW consults regularly with other professionals regarding her 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 e-mail, text, and e-fax communications can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, 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 e-mails, texts and e-faxes that go through them. Briana Evans' LCSW only uses email, e-fax, and billing companies who provide encrypted, HIPPA compliant systems, and who sign a Business Associate Agreement in compliance with HIPPA regulations. The data on Briana Evans' LCSW computer is encrypted and password protected, and confidential information is regularly downloaded to an encrypted hard drive. However, it is always a possibility that e-faxes and emails can be sent erroneously to the wrong address and computer. In addition, despite taking necessary precautions to safeguard confidential information there are always inherent risks of unauthorized access to any system, which could compromise confidential information. Briana Evans' LCSW telephone voicemail and text messages, although confidential and password protected, are not encrypted. As stated previously, unencrypted text messages are relatively easily accessed by unauthorized people, can be erroneously sent to the wrong person and hence can compromise the privacy and confidentiality of such communication. **You should not communicate any information through unencrypted texts with your health care provider that you would not want to be included on a postcard that is sent through the Post Office.**

Please notify Briana Evans LCSW if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via encrypted or unencrypted e-mail, texts, e-fax or via phone messages, Briana Evans LCSW will assume that you have made an informed decision, will honor your desire to communicate on such matters, and will view it as your agreement to take the risk that such communication may be intercepted. **Do NOT use email, text, fax or voicemail for emergencies.** See contact and emergency procedures below.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Briana Evans LCSW between sessions for non-emergency and non-urgent matters, please leave a voice message at (858) 449-2563 and your call will be returned as soon as possible, or during the next regular business day. **Briana Evans LCSW does not receive phone, email, text or fax messages outside regular business hours, Tuesday – Friday 8am-5pm.** Briana Evans LCSW checks her messages a few times daily during business hours, unless she is out of town. If an emergency situation arises, and you need to talk to someone right away call “911”, or call the Psychiatric Crisis Team at 888-724-7240. **As stated, please do NOT use email, text, voicemail or faxes for emergencies.**

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Briana Evans' LCSW profession require that she keep treatment records for at least 7 years for patients who are adults at the time of service, and for minors 7 years after the time at which a minor patient becomes a legal adult. Briana Evans LCSW retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with Briana Evans LCSW. As a client, you have the right to review or receive a summary of your records except in limited legal or emergency circumstances or when Briana Evans LCSW assesses that releasing such information might be harmful in any way. In such a case, Briana Evans LCSW 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, Briana Evans LCSW will release information to any agency/person you specify unless Briana Evans LCSW assesses that releasing such information might be

harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Briana Evans LCSW 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. All records must be requested in writing. Briana Evans LCSW has 30 days in which to provide a response to the request. There may be a fee for copies of records.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Briana Evans LCSW and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Briana Evans LCSW can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in many benefits, and does require effort on your part as well as your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Briana Evans LCSW will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing discomfort or strong feelings associated with the event. Some of your assumptions, perceptions, or ways of looking at, thinking about, or handling situations may be challenged. Attempting to resolve issues that brought you to therapy in the first place, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Various psychological approaches may be used according, in part, to the problem that is being treated and what will be of most benefit. These approaches include, but are not limited to: behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational treatments. Briana Evans LCSW will choose first to utilize an evidence based therapeutic approach that has been shown to be most successful in treating the particular problem for which you are seeking treatment. Briana Evans LCSW provides neither custody evaluation recommendations nor medication or prescription recommendations nor legal advice, as these activities do not fall within her scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Briana Evans LCSW will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. Please ask if you have any questions about the procedures used in the course of your therapy, the possible risks and benefits, Briana Evans' LCSW expertise in employing them, the treatment plan, or other alternative treatments for your condition.

**TERMINATION:** As set forth above, after the first couple of meetings, Briana Evans LCSW will assess if she can be of benefit to you. Briana Evans LCSW does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Briana Evans LCSW either assesses that she is not effective in helping you reach the therapeutic goals, or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. If appropriate and/or necessary, she will give you a couple of referrals that may be of help to you. If you request and authorize it in writing, Briana Evans LCSW will talk to the psychotherapist of your choice to help with the transition. You have the right to terminate therapy and communication at any time. Upon your request and if appropriate and possible, Briana Evans LCSW will provide you with names of other qualified professionals whose services you might prefer.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** Briana Evans LCSW does not accept friend requests from current or former clients on social networking sites, such as Facebook, as communicating via such sites is likely to compromise their privacy and confidentiality of the client and his/her treatment. For this same reason, Briana Evans LCSW requests that clients not communicate with her via any interactive or social networking web sites.

**FEES, PAYMENTS & INSURANCE REIMBURSEMENT:** **Briana Evans LCSW is not contracted with any insurance and is considered an out of network provider. Clients are expected to pay for services rendered at the time of service. Briana Evans LCSW or her billing person will charge all fees to the credit card or Health Savings Account Card that is listed on file, per the Credit Card Authorization form.**

45-50 min psychotherapeutic office or telemedicine session - \$200  
30 min psychotherapeutic office or telemedicine session - \$100  
Additional time is billed in 15 minutes increments at \$50 per 15 minutes

Off-site or home visits that include travel - \$400 for the initial hour and \$250 for each additional hour, per visit

Telephone conversations, writing and reading of reports and records, consultation with other professionals, will be charged at \$3.30 per minute.

Please notify Briana Evans LCSW if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Briana Evans LCSW will provide you with a copy of your receipt on a monthly basis. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Briana Evans LCSW can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**CANCELLATION:** Scheduling of an appointment involves the reservation of time specifically for you. A minimum of 24 hours (1 business day) notice is required for re-scheduling or canceling an appointment. Unless a different agreement has been made, **the full fee will be charged for sessions missed without such prior notification.** Most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies and General Information Agreement for Psychotherapy Services - Informed Consent for Psychotherapy carefully (a total of 4 pages); I understand them and agree to comply with them:

Client's/Legal Guardian's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client's/Legal Guardian's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Psychotherapist's Name (print) Briana Evans, LCSW

Signature Briana Evans, LCSW Date 05-30-25