

**TIDELANDS COUNSELING**  
**MAT CHIRMAN, M.S., MFT LICENSE #39579**

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1411 Marsh Street Suite 105, San Luis Obispo, CA 93401

**Minor Consent for Treatment and Service Agreement**

Welcome to Tidelands Counseling! This document contains important information about our 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.

**Therapist Background and Qualifications:** I have been practicing as a Marriage and Family Therapist (MFT) since August of 1999 and a Licensed Professional Clinical Counselor since 2013, working mostly with adults with depression, anxiety, bipolar spectrum disorders, borderline and other personality disorders, women's issues, anger management problems, intimate partner violence, and the sequelae of physical or sexual abuse. I am also a National Certified Counselor, NCC#57159, and have been certified since September of 1999. This Certificate is issued by the National Board of Certified Counselors. I have received advanced training in Cognitive Behavioral Therapy from the Beck Institute of Cognitive Therapy and Research and integrate cognitive behavioral techniques in my practice. I am a Diplomate of the Academy of Cognitive Therapy.

I believe that our thoughts and beliefs about the world and our relationships with people often impact how we feel about ourselves. Our thoughts, beliefs and feelings may also impact our ability to have healthy relationships, and to achieve a sense of happiness, fulfillment and well-being. My goal is to guide clients in examining these issues in a supportive, respectful, client-centered process.

**COUNSELING SERVICES**

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Counseling 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 requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few 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 large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Therapists at Tidelands Counseling provide neither custody evaluation recommendations, nor medication or prescription recommendations, nor legal advice, as these activities do not fall within our scope of practice. We will suggest, however, that you contact appropriate professionals if these services appear to be indicated.

## **MEETINGS**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If counseling is begun, I will usually schedule one 45-50 minute session (one appointment hour of 45-50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. If it is possible, I will try to find another time to reschedule the appointment.

## **CONTACTING ME**

I am often not immediately available by telephone. The Tidelands office is usually open between 8 AM and 6 PM, but I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by my voice mail, or by another Tidelands Counseling employee. I will make every effort to return your call within 24 hours if it is a crisis, and within 48 hours if is routine. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a counselor is protected by law, and I can only release information about our work to others with your written permission. **But there are a few exceptions.**

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. This is known as Therapist/Client Privilege and is similar to Attorney/Client privilege. If I receive a request from a court of law for records or information about you and your case, I will tell the court that this information is confidential and

cannot be released without your permission. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. In such a legal situation I am legally required to comply with the court order. In addition, it is important that you understand that if you make your mental or emotional state an issue in a legal proceeding you might, in certain circumstances, be waiving your right to keep your information confidential.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I am required by law to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

In couple and family therapy confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will discuss the need to reveal sensitive information with you. Please read our **No Secrets Policy** for more information. I will not release records to any outside party unless I am 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.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

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.

## **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. 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 if they request one. 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 with what I am prepared to discuss.

## **EMERGENCIES**

If there is an emergency during therapy, or in the future after termination, where I becomes 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.

## **PROFESSIONAL FEES**

My hourly fee is \$120.00. I offer reduced fees to a limited number of clients based on financial need. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, review of records, 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.

It is my office policy to not voluntarily participate in any litigation, or custody dispute involving my clients. I generally do not communicate with attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in your legal matter. I will generally not provide records or testimony unless subpoenaed, or ordered to do so by a court of law. 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 \$150.00 per hour for preparation and attendance at any legal proceeding. These costs are not covered by your insurance.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

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 hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

**Please carefully read our About Insurance handout and be sure to ask us if you have any questions.**

## **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 between you and me. 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 Luis Obispo, California in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. 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.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. Unless otherwise agreed to be necessary, I will retain clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with me. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

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.

## **E-MAILS, CELL PHONES, COMPUTERS, AND FAXES**

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical records. Additionally, my emails are not encrypted. All Tidelands Counseling computers are equipped with a firewall, a virus protection, and a password and we back up all confidential information from our computers on a regular basis. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, 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 will honor your desire to communicate on such matters via email. **Please do not use email or faxes for emergencies.**

## **SOCIAL NETWORKING AND INTERNET SEARCHES**

I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

## **ENDING THERAPY**

On rare occasions I may make the decision to stop or terminate your therapy. The reasons for my decision might include your inability to pay your fees, if you are unable to follow through with critical treatment recommendations, conflicts of interest, or if I feel that you are not participating in therapy in a meaningful way. I may also refer you to another therapist therapy if your problems are something that I am not experienced in treating. You always have the right to stop therapy at your discretion.

If either of us decide to terminate therapy, I will generally recommend that you participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both of us an opportunity to reflect on the work that has been done. I will also offer you referrals to other therapists if you request a referral.

Your signature on the **Acceptance of Service Agreement and Informed Consent** indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.