

PROFESSIONAL DISCLOSURE STATEMENT for Diana C. Pitaru, M.S, LPC

Welcome! I feel honored that you have chosen to ask me to help you create and explore your possibilities for change.

The process of psychotherapy can be confusing at times, especially if this is your first time seeking help. For the sake of clarity and in order for you to get the most out of therapy, I think it is important you understand how we will work together and what we are trying to achieve. This document will provide some answers to the questions you might have.

Included in this document is general information about:

- Risks and benefits of psychotherapy,
- Goals of our work together and my preferred methods of therapy,
- Length of psychotherapy,
- Fees and other money matters, and
- Important areas of our relationship.

Please keep in mind that this is a generic document; during our initial meeting we will discuss more about how the issues described in this document pertain to your particular situation. Feel free to print this document, write down any questions that might come to mind, and make notes of areas that are unclear. Once you fully understood the contents of this document, I will ask that you sign it.

MY CREDENTIALS & WORK EXPERIENCE

I am a Licensed Professional Counselor and a Clinical Psychology Doctoral candidate. I am trained and experienced in providing psychotherapy one on one, with couples, families, and in groups with adults and adolescents. I hold these qualifications:

- I am a licensed psychotherapist in both Colorado (#0012105) and Texas (#69458).
- I have a Masters Degree in Clinical Mental Health Counseling from Walden University, Minnesota; this is a program that was approved by the Council for Accreditation of Counseling and Related Educational Programs (CACREP).
- I completed a 3000 hour supervised internship at the Family Counseling Center in Fort Worth, Texas.
- I completed over 45 credit hours of training in counseling psychology in the United Kingdom.
- I am a professional member of the American Counseling Association and I am currently serving a five-year term in the American Counseling Association's Mentoring Taskforce Committee and the Graduate Student Committee.

AN EXPLANATION of the LEVELS of LICENSING in COLORADO

The practice of licensed or registered persons in the field of psychotherapy is regulated in the State of Colorado by the Mental Health Licensing Section of the Division of Regulatory Agencies. The State Board of Licensed Professional Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202. Their phone number is 303-894-7800.

Not all "psychotherapists" in Colorado have formal training, degrees, or clinical experience. The minimum standards required by Colorado to call yourself a "mental health professional" are as follows:

- A **Licensed Clinical Social Worker**, a **Licensed Marriage and Family Therapist**, and a **Licensed Professional Counselor** must hold a Master's Degree in their respective disciplines and have at least two years of post-Master's clinical supervision.

- A **Licensed Psychologist** must hold a Doctorate Degree in psychology and have one year of post-Doctoral clinical supervision.
- A **Licensed Social Worker** must hold a Master's degree in social work.
- A **Psychologist Candidate**, a **Marriage and Family Therapist Candidate**, and a **Licensed Professional Counselor Candidate** must hold the necessary licensing degree and be *in the process* of completing the required supervision for licensure.
- A **Certified Addiction Counselor I (CAC I)** must be a high school graduate, and complete required training hours and 1,000 hours of supervised experience.
- A **CAC II** must complete additional required training hours and 2,000 hours of supervised experience.
- A **CAC III** must have a Bachelor's Degree in behavioral health and complete additional required training hours and 2,000 hours of supervised experience.
- A **Registered Psychotherapist** is unique to the state of Colorado. S/he is registered with the State Board of Registered Psychotherapists, is *not licensed or certified*, and is *not required to have a degree, any training, or experience*.

WHAT to EXPECT from OUR RELATIONSHIP

As a licensed psychotherapist, I will use my best knowledge and skills to help you. This includes following the ethical standards of the American Counseling Association (ACA). In your best interests, the ACA puts limits on the relationship between a therapist and a patient, and I will abide by these. Below, you can find a brief explanation of these limitations.

1. I am licensed and trained to practice psychotherapy – not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints. I am also **not** a forensic therapist, which means that I will not be able to appear in court to testify.
2. State laws and the rules of ACA require me to keep the information you share with me confidential. You can trust me not to tell anyone else what you tell me, **except in certain limited situations**. I will explain what those are in the "About Confidentiality" section of this document. Here I want to explain that I **will not** reveal who my patients are, in an effort to maintain your privacy. If we meet on the street or in a social setting, I will not approach you or say "hello." If you so choose, you can approach me in these situations. The reason why I will not initiate contact is to maintain the confidentiality of our relationship.
3. I can only be your therapist, I cannot have any other role in your life. In a professional relationship, sexual intimacy is never appropriate and should be reported to the Grievance Board. I cannot, now or ever, be a close friend or socialize with you. Except for the situations I have described above, I will always maintain your privacy. I also ask you not to disclose the name or identity of any other patient being seen in this office.

I make every effort to keep the names and records of my patients private. I will never use your name on the telephone, if anyone else in the office can overhear it.

If your records need to be seen by another professional or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign a form consenting to such disclosure. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. And, you may rescind your permission to disclose information at any time. If you have questions about this process, please ask me.

It is my office policy to destroy patients' records 10 years after the end of our therapy. Until then, I will keep your case records in a safe place.

If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to permit me to transfer your records to another therapist that you may choose, or I might refer who will assure the confidentiality, preservation, and appropriate access to your records.

By signing this document, you are giving your consent to this request.

If we engage in family or couple therapy (where there is more than one patient), and you want to have records of our work together sent to anyone, *all* of the adults present must provide written consent before *any* information will be released to any third party.

WORKING TOGETHER

Because you will be putting a good deal of time, money, and energy into psychotherapy, you should choose your therapist carefully. I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the work ahead of you. Research shows that when you feel this way, you drastically increase the probability of therapy being helpful to you.

My theoretical approach is both holistic and systemic – meaning that I believe nothing happens in a vacuum. Those situations that are affecting you emotionally are also affecting you in all other aspects of your life. For that reason, we will be looking at what supports you and what challenges you in multiple areas of your life.

My work is informed by psychodynamic and relational therapies, existential and humanistic psychology and philosophy, creative and expressive arts, multicultural approaches, and social justice. Based on your unique need and level of comfort, I may integrate methods and techniques drawn from many different schools of thought including but not limited to talk therapy, hypnosis, journaling, role play, music, art, bibliotherapy, and imagery.

In our work together, you may find that I use both developing and research-based technologies. Developing technologies are those that may be newer and, in my professional opinion, show promise; however, they do not yet have a strong body of research to support / verify their effectiveness. The research based technologies that I use are those which have been in existence long enough to support / verify their effectiveness with patients who have goals similar to yours. Ultimately, my clinical practice is focused on *your* possibilities – possibilities for healing, possibilities for growth, possibilities for change, possibilities for learning, possibilities for insight and possibilities for understanding.

The most central ideas in my work include the following:

- Challenging and difficult times in our lives afford us *opportunities to learn*. If we get “stuck” viewing them merely as “problems,” it is very likely that we will repeat those difficult times over and over again and feel like a failure for doing so.
- We *all* do what we do for a reason -- the choices we make *mean* something.
- We take our experiences from childhood (and the lessons we learned from those experiences) into our adulthood. Oftentimes, as adults, we must to *unlearn* some of those faulty lessons and *re-learn* more effective strategies for solving problems.
- The goal of my work with you is to help you resolve past issues that create problems now, and come up with *solutions and possibilities* to the challenges that you are facing today.

COURAGE and COMMITMENT

Psychotherapy is not like visiting a medical doctor. It requires courage, commitment, and determination to do this work. While I will be right next to you, guiding you, the decision and act to make changes is yours. This is one of the ways in which you are an active partner in the process of therapy.

We will plan our work together- although you decide the areas to work on, your goals, and the commitments you are willing to make. We will agree on a plan that we will both work hard to follow. We will continuously look together at our progress and goals. If we think we need to, we can change our plan at any time.

I aim to work myself out of the job by helping you acquire the tools you need to succeed in the world *without me*. I encourage you to learn more about the things that we will talk about. I may bring articles for you to read or recommend books to help you understand more about the tasks that we undertake. And, I will ask you to keep a journal about our work together. Your journal will be *for your eyes only*.

HOW to MAKE the MOST of OUR WORK TOGETHER

While, I usually don't take notes during our meetings, you may find it useful to take your own notes in your journal, and also to take notes between our sessions.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our time together and sometime I will assign you homework. I might ask you to do exercises, to keep records, and perhaps to do other tasks to deepen your learning. You will probably have to work on relationships in your life and make long term efforts to get the best results.

These are important parts of personal change. Change will sometimes be easy and quick, but most times it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no "magic pills." However, *you can learn* new ways of looking at your situation that will be very helpful for changing how you feel and how you react.

FREQUENCY of SESSIONS

I see my patients, typically, once a week, although depending on your specific needs, we might meet more or less often than that. As you progress, you may choose to meet with me less often. At some point, therapy comes to an end. The process of ending therapy, called "termination," can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest.

If you wish to stop therapy at any time, I ask that you agree *now* to meet then for at least one additional session to review our work together. At that time, we will review our goals, the work we have done, any future work that needs to be done, and our choices. If you feel that a change in therapists is appropriate, I will be happy to provide you with the names of other clinicians that may be able to assist you. Or, if you would like to take a "time out" from counseling to try it on your own, we should discuss this, too. By doing so we can often increase the benefits of your "time out."

I may send you a brief set of questions about 6 months after our last session. These questions will ask you to look back at our work together; sending them to you is part of my duty as a therapist. I ask that you agree, as part of entering therapy with me, to return this follow-up form and to be very honest about what you tell me then.

LIMITS of the COUNSELING RELATIONSHIP – WHAT EVERY PATIENT SHOULD KNOW

Psychotherapy is a professional service I can provide to you. Because of its' nature , our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and patient *only*. If we were to interact in any other ways, we would then have a "dual relationship," which would not be ethical and may not be legal. Different therapy professions have rules against such relationships to protect us both.

I want to explain why having a dual relationship is not a good idea. Dual relationships can set up conflicts between my own (the therapist's) interests and your (the patient's) best interests, and then your interests might not be put first. In order to offer all my patients the best care, my judgment needs to be unselfish and professional *at all times*.

Because I am your psychotherapist, dual relationships like these are improper:

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially or business contacts.
- I cannot provide therapy to people I used to know socially, or to former business contacts.
- I cannot have any other kind of business relationship with you besides the therapy itself. For example, I cannot employ you, lend to or borrow from you or trade or barter your services (things like tutoring, repairing, child care, etc.) or goods in exchange for therapy.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current patient, or any other people close to a patient.

There are important differences between psychotherapy and friendship. **As your psychotherapist, I cannot be your friend.** Friends may see you only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short term solutions may not be in your long term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change. You should also know that psychotherapists are required to keep the identity of their patient's secret. Therefore, I may ignore you when we meet in a public place, and I must decline to attend your family's gatherings if you invite me. Lastly, when our therapy is completed, I will not be able to be a friend to you.

In sum, my duty as a psychotherapist is to care for you and my other patients, but *only* in the professional role of therapist.

THE BENEFITS and RISKS of THERAPY

As with any powerful treatment, there are risks as well as benefits associated with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that patients will, for a time, have uncomfortable levels of anxiety, sadness, guilt, anger, frustration, loneliness, helplessness, or other negative feelings. Patients may recall unpleasant memories. These feelings or memories may bother a patient at work or in school. In addition, some people in your community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed or even dangerous. Also, patients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a significant relationship and sometimes may even lead to a divorce. Sometimes, too, a patient's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you should consider these risks, you should also know that the benefits of therapy have been supported by scientists in thousands of well designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, you have an opportunity to talk things out fully until your feelings are relieved or the problems are solved. Your relationships and coping skills may improve greatly. You may get more satisfaction out of social and family relationships. Your personal goals and values may become clearer and more likely to be achieved.

My patients may grow in many directions – as individuals, in their personal relationships, in their work or schooling, on their spiritual paths, and in the ability to enjoy their lives. While there is hope that improvement will occur as part of the therapeutic process, there is no guarantee.

However, I do not accept patients into my practice that I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

If you could benefit from a treatment that I cannot provide, I will try to help you to get it. You have a right to ask me about other such treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend that you consult with a physician or other professional. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, *with your permission* I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I may suggest that you see another therapist or another professional. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I can help you find a qualified person and will provide him or her with the information needed.

USE of TECHNOLOGY in GENERAL

Many clients choose to use mobile phones, landline phones, faxes, email and computers to augment their therapy with me. It is important for you to know that these methods come with additional risks. These risks include but are not limited to the following:

- The possibility of technology failure resulting in messages / information not being received.
- The possibility of misunderstandings is increased with text-based modalities such as email due to the absence of nonverbal / visual cues.
- Use of email may result in various servers creating permanent records of these transactions.
- Many employers and government agencies review email archives on a routine basis, record letters typed on a keyboard, and / or engage in data mining programs to identify transmissions containing specified content.
- My email is not checked daily and may result in a possible lag in turnaround / response.
- Confidentiality may be breached at many points when using electronic communication including unauthorized monitoring / interception of transmissions from your computer and my own; it may also be breached as the information passes through the servers along the route to each other. This means that it is possible that third parties may access your records / communication.
- What is said online may be viewed by others.
- Assessment / diagnosis often becomes more difficult without the benefit of face-to-face contact.
- Your insurance may not cover technology-assisted distance counseling.
- Your insurance company may also consider our electronic communication (in all forms) to be part of the medical record and request them.
- Our email communication is *not encrypted*. However, encrypted email messages can be decoded by motivated hackers.

I cannot guarantee confidentiality when you and I are communicating via mobile phone, landline phone, fax, email or computer. These devices could compromise confidentiality. By understanding the inherent risks of the aforementioned devices, you can make an informed choice about when / where / how to use those tools.

Because you now have this knowledge of the risks related to the use of technology, I will assume that if you use any of these methods to contact me, you are giving me permission to do the same. Please note that I do not check email on a daily basis. Otherwise, for the reasons stated above I will only use email for business-related or logistical communication and not as a means of therapy.

CONFIDENTIALITY in THERAPY

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me

written permission. These rules and laws are the ways our society recognizes and supports the privacy of what a therapist and patient talk about – in other words, the “confidentiality” of therapy.

However, it is important for you to know that I cannot promise that everything you tell me will *never* be revealed to someone else. There are times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to review these because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don’t tell me something as a “secret” that I cannot keep. These are very important issues, so please read these pages carefully and keep a copy for your records. At our next meeting, we can discuss any questions you might have about confidentiality.

When you or other persons are believed to be in physical danger, the law requires me to tell others about it. Specifically:

- If I come to suspect that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- If I believe or suspect that you are abusing a child, an elderly person, or a disabled person, I must file a report with a state agency. To “abuse” means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything that you have told me.

In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called “privilege,” and it is your choice to prevent me from testifying or to allow me to do so. I usually have no legal or ethical duty to report a crime that occurred in the past or one that is imminent. However, there are some situations where the law, a judge or court may require me to report / testify. These include but may not be limited to the following:

- In any situations that involve the welfare of a child such as child abuse / neglect;
- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt;
- In situations involving the physical violence exception of the “duty to warn and protect” statute;
- In cases where your emotional or mental condition is important information for a court’s decision – including my duty to initiate a 72-hour hold for your evaluation because of imminent danger to yourself or others;
- During a malpractice case or an investigation of me or another therapist by a professional group;
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital;

There are a few other things you must know about confidentiality and your work with me:

- I may sometimes consult with other professionals about your treatment. Those professionals will also be required by professional ethics and the law to keep your information confidential.

- I am required to keep records of our work together, such as the notes I take when we meet. You have a right to review these records with me. If I believe that something in your clinical record might harm you, I may omit that information, but I will explain my reason to you.

CONFIDENTIALITY CONCERNING MONEY MATTERS and INSURANCE

- If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers such as Blue Cross / Blue Shield or managed care organizations ask for much more information about you and your symptoms, as well as a detailed treatment plan.
- I will not send any statements or other information to your insurance company. I will only give such information to you. That way, you can see what your insurance company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act legally, I cannot control who sees this information at the insurer's office.
- If you have been sent to me by your employer's Employee Assistance Program, the program's staffers may require some information. Again, I hope that they will act legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss any agreement I may have with your employer or the program *before* we talk further.
- If your account with me is unpaid and we have not arranged a payment plan, I can use a collection agency or other legal means to get paid for my professional services.

CONFIDENTIALITY with CHILDREN and FAMILIES

- When I treat clients between the ages of 15 and 18, I use my professional judgment to determine what information will remain confidential between the adolescent and myself and what information is appropriate to be shared with parents / guardians concerning treatment issues. However, parents / guardians do have the right to *general* information, including how therapy is going and dates of service. They need to be able to make well-informed decisions about therapy. The law may also require me to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put the patient or others in any danger.
- In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
- In couples therapy, if you tell me something your spouse or partner does not know, and not knowing this could harm him or her or your relationship, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.
- If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.
- If you are seeing me for couples therapy, you must agree at the start of treatment that if you eventually decide to divorce, you will *not* request my testimony for either side. The court, however, may order me to testify.
- At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies.
- And, finally, Colorado state law prohibits all participants in couples / family therapy from disclosing any knowledge gained during the course of therapy *without the consent of the person to whom the knowledge relates*.

CONFIDENTIALITY in GROUP THERAPY

- In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential. However, if you are a participant in group therapy, Colorado law requires you to NOT disclose any knowledge gained during the course of therapy *without the consent of the person to whom the knowledge relates*.

OTHER INFORMATION about CONFIDENTIALITY

- I will not record our therapy session on audiotape or videotape without your written permission.
- If you want me to send information about our therapy to someone else, you must sign a “release of records” form. I have copies you can see, so you will know what is involved.
- Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

ABOUT OUR APPOINTMENTS

I am available to work with you at regularly scheduled appointment times. If you wish, I will be happy to reserve a regular standing appointment time for you into the foreseeable future. I also do this for my other patients. The very first time I meet with you, we will need to give each other much basic information. For this reason, I usually schedule 1 ½- 2 hours for this first meeting. Following this, we will usually meet for a 60 minute session once a week (or more/less often depending on your needs) for a while and gradually taper off to less frequent appointments. We can schedule meetings for both your and my convenience.

An appointment is a commitment to our work together. We both agree to meet and to be on time. If I am ever unable to start on time, it will most likely be due to an emergency and I ask for your understanding. I assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours.

CANCELLATION POLICY

I make every effort to accommodate as many patients as possible during the limited time I have available during the week. For that reason, it is necessary to have a cancellation policy that is fair and reasonable for all concerned. I will consider our meetings very important and ask you to do the same. Your session time is reserved only for you.

Please try not to miss sessions if you can possibly help it. A cancelled appointment delays our work. When you must cancel, please give me at least 48 hours notice **by telephone**. (I do not check email every day.) I am rarely able to fill a cancelled session unless I know at least 48 hours in advance. If you are unable to provide at least 48 hours notice when you cancel, you will be charged the full fee for your session unless I am able to fill it with another patient. (You should note that neither Victims Compensation or insurance companies will not typically reimburse for missed appointments.) The only time I will waive this fee is in the event of serious or contagious illness, extreme weather, family or personal emergency.

FEES, PAYMENTS, and BILLING

Payment for services is an important part of any professional relationship. This is even truer in therapy; one treatment goal is to make relationships and the duties and obligations they involve clear. *You are fully responsible* for seeing that my services are paid in full. Meeting this responsibility shows your commitment and maturity.

It is my policy to keep a credit card on file to be used for late cancellations, fees, or other types of professional services rendered. This prevents you from having a past-due balance and keeps our therapeutic relationship free of financial tension. You may choose to use the card on file, or prepay for your appointments using PayPal. I accept Visa, MasterCard, Discover, and cash. As with other professions, all fees will be based on travel time *portal to portal* and the time involved in providing the service at my regular fee schedule.

You will be given at least 30 days notice in advance if my fees should change. My current regular fees are as follows:

Regular therapy services: For all sessions starting before 5 pm, my hourly fee is \$100. For sessions beginning at 5 pm or later, my fees increase to \$125 / hour. Payment is due at the beginning of each session so that our time can be used to focus on your primary concerns. It has been my experience that this arrangement works best to help us stay focused on your goals and not take away from our time together. Keeping your fees current allows me to keep my fees as low as possible by reducing my bookkeeping costs. Other payment or fee arrangements must be worked out before the end of our first meeting. Please be prepared to pay for each session at its beginning.

For scheduled sessions, if you have not arrived within fifteen minutes of the scheduled appointment and there has been no ability to connect with an outreach attempt, the session will be treated as a cancellation without 48 hour notification.

Should your account become 60 days past due and arrangements for payment have not been agreed upon, I have the right to use legal means (collection agency or court system) to secure payment. In this event, I respect patient's confidentiality and only release a patient's name, the dates and nature of services provided and the dollar amount due.

Telephone consultations / appointments: I believe that telephone consultations may be suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed. If I need to have telephone communication that extends beyond 10 minutes with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about this policy, please be sure to discuss it with me in advance so we can set a policy that is comfortable for both of us. Of course, there is no charge for brief calls related to scheduling and cancelling of appointments.

Extended sessions: Occasionally, it may be better to go on with a session rather than stop or postpone work on a particular issue. When this extension is more than 10 minutes, I will consult with you, because sessions that are extended beyond 10 minutes will be charged on a prorated basis.

Psychological testing services: \$150 per hour. Psychological testing fees include the time spent with you, the time needed for scoring and studying the test results, and the time needed to interpret / write a report on the findings. The amount of time involved depends on the tests used and the questions the testing is intended to answer.

Reports and correspondence: \$150 per hour. All reports and written correspondence will require 30 days' notice and must be paid before the documents will be sent. It is unlikely that your insurance company will reimburse you for this fee.

Hospital visits / Consultation with other professionals: \$125 per hour. Appointments at alternative locations such as hospitals, home visits, and other therapists offices will be based on travel time, portal to portal, and the time involved in providing the required service at my regular fee schedule. Some services may require payment in advance.

I realize that my fees involve a substantial amount of money, although they are well in line with similar professionals' charges. For you to get the best value for your money, we must work hard and well.

I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or by certified mail that you wish to end it. You have a responsibility to pay for any services you receive before you end the relationship.

Because I expect full payment at the time of our meetings, I usually do not send bills. However, I will provide a receipt at the conclusion of each session. That statement can be used for health insurance claims, as described in the next section. If we have agreed that I will bill you, I ask that the bill be paid within 5 days of when you receive it.

If you think you may have trouble paying your fees on time, please discuss this with me. If this occurs, I will also raise the matter with you so we can arrive at a solution. If there is any problem with my charges, my billing, your insurance, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

If your bill remains unpaid for an excessive amount of time, I am required to suspend therapy with you. Fees that continue unpaid after this may be turned over to small-claims court or a collection service. In the event that it is necessary to commence proceedings to collect money owed for professional services rendered, you will be expected to pay reasonable collection costs and fees incurred, including but not limited to attorney's fees.

MANAGED CARE and YOUR THERAPY CHOICES

I have made the choice not to contract with Managed Care Companies (MCC) for my professional services. Listed below you will find my thoughts concerning this decision.

Conflicts of Interest – As a Licensed Psychotherapist, I am required to avoid potential conflicts of interest. My primary concern is for your well-being. Therapists working under the constraints of MCC are sometimes put in the position of having to choose between what is in their own best interest and what is in their patient's best interest.

Managed Care Companies were created to “manage” and contain escalating healthcare costs. Their bottom line is to reduce costs and raise profits; it is not to increase the quality of care or quality of life for you. In many cases, therapists who contract with MCC are actually paid to NOT see patients.

Restricted Choice - Often MCC restrict your choice of therapist by offering only short term / brief therapy that I refer to as “drive-by” therapy which meets the financial criteria of MCC but may fail to afford you the opportunity to get the information / therapy that you want / need. It is my belief that this often results in your quality of care being compromised. This, of course, can result in the possibility of your needs going unmet.

Managed Care Companies often choose to limit what therapies are offered, restrict what is discussed in therapy, and decide which patients can be seen and for how long. Some MCC have even included “gag clauses” in their contracts to prevent therapists from suggesting more effective treatments

Professional Expertise - I believe that you should be able to access the full range of mental health professionals according to your needs. Often MCC restrict the professionals that you are allowed to work with - preferring to refer you to therapists who have a record of providing short term therapy rather than to other therapists who may provide better results or offer a different packaging of services.

Contractual Limitations – I believe that you have the right to full disclosure of any arrangements, agreements or restrictions between any third party and me that could interfere with or impact your treatment. Managed Care Companies may label therapists’ choices to advocate for patients in this manner as “Managed Care Unfriendly Behaviors” and take such actions as they deem fit. Typically “violations” such as these result in therapists being removed from provider panels or censured in other ways.

Privacy / Confidentiality – By contracting with MCC, it is likely that I would be required to share your deeply personal information with gatekeepers and utilization review professionals; it would mean potentially allowing literally hundreds of others to have access to your personal information.

Medication – Research has consistently shown that medication for problems with mood is most effective when combined with psychotherapy. Nevertheless, MCC frequently approve *medication only* for their members rather than permitting them to also work with a psychotherapist. Again, the appearance is that of being more concerned about money rather than my patient’s needs.

Time – Managed Care Companies usually require therapists to justify and convince Utilization Review members before treatment is approved / continued. This is time consuming for the therapist and for the patient who is required to continue her therapy in “fits and starts.”

Diagnosis and Stigma – Managed Care Companies typically cover only those services deemed “medically necessary” which is defined as being literally about life and death and the treatment of illness. This means that they require a diagnosis of *mental illness* for my patients.

My practice is focused on your quality of life and your desires. We spend our time talking about prevention, personal growth, and exploration rather than simply survival.

**IF YOU CHOOSE to FILE ON YOUR INSURANCE
TRADITIONAL (or “INDEMNITY”) HEALTH INSURANCE PLAN or OPT to GO OUT of NETWORK**

Because I am a Licensed Psychotherapist, many health insurance plans will help you pay for therapy and other services that I offer. Because health insurance is written by many different companies, I cannot tell you what your particular plan covers. Please read your plan’s booklet under coverage for “Outpatient Psychotherapy” or under “Treatment of Mental and Nervous Conditions.” Or, call your employer’s benefits office to find out what you need to know.

If your health insurance will pay part of my fee, I can help you with your insurance claim forms. However, please keep two things in mind:

1. I have no role in deciding what your insurance covers. Your employer decided which, if any, services will be covered and how much you will be reimbursed. You are responsible for checking your insurance coverage, deductibles, payment rates, co-payments, and so forth. Your insurance contract is between you and your company; it is not between me and the insurance company.

2. You – not your insurance company or any other person or company – are responsible for paying the fees we agree upon. I do not bill insurance companies for your reimbursement or my fees. I require my payment to come directly from you.

To seek payment from your insurance company, you must first obtain a claim form from your employer's benefits office or call your insurance company. Complete the claim form. Then attach my statement to the claim form and mail it to your insurance company. My statement already provides the information asked for on the claim.

IF YOU NEED to CONTACT ME

Diana C. Pitaru, M.S., LPC

682-622-8841

diana@therapistdiana.com

Although I may be in my office Monday through Friday, I do not take phone calls when I am with a patient. The best way to reach me is always by phone. You can always leave a message on my voicemail and I will return your call as soon as I can. Generally, I will return messages within 24 hours except on Saturdays, Sundays, and holidays.

I do not provide crisis counseling and cannot promise that I will be available at all times. If you have an emergency or crisis, I encourage you to leave this message on my voicemail. However, if you are in need of immediate support, after leaving a voicemail for me, you or your family members should call:

- 911

DIVORCE / CUSTODY DISPUTES

If you ever become involved in a divorce or custody dispute, I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first. By signing this document, you are acknowledging your full understanding of and agreement to my position on this matter.

STATEMENT of PRINCIPLES and COMPLAINTS PROCEDURES

It is my intention to fully abide by all the rules of the American Counseling Association (ACA) and by those of my state licenses.

Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and strive to seek solutions to them.

If you feel that I, or any other therapist, has treated you unfairly or has even broken a professional rule, please tell me. You can also contact the state or local counseling association and speak to the chairperson of the ethics committee. He or she can help clarify your concerns or tell you how to file a complaint.

In Colorado, the practice of both licensed and unlicensed persons and certified school psychologists is regulated by the Department of Regulatory Agencies.

In Texas, the practice of counseling is restricted to Licensed Professional Counselors and is regulated by the Department of State Health Services.

You may also contact the State Board of Licensed Professional Counselors, the organization that licenses those of us in the independent practice of counseling at:

Division of Registrations
Colorado Mental Health Section Inquiries/Complaints
1560 Broadway, Suite 880
Denver, CO 80202

OR

Texas State Board of Examiners of Professional Counselors
1100 West 49th Street
Austin, TX 78756-3183

In my practice as a therapist, I do not discriminate against patients because of any of these factors: age, gender, marital / family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness.

This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

THANK YOU!

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you. If you are satisfied with my services as we proceed, I (like any professional) would appreciate you referring other people to me who might also be able to make use of my services.

YOUR RIGHTS AS A PATIENT IN THERAPY

1. You have the right to be informed about the qualifications of your therapist including education, experience, professional certification(s), and license(s).
2. You have the right to receive an explanation of services offered including methods of therapy, the techniques used, your time commitments, fee scales, and billing policies prior to receipt of services.
3. You have the right to be informed of the limitations of the therapist's practice to special areas of expertise (e.g. career development, ethnic groups, etc.) or age group (e.g. children, adolescents, older adults, etc.).
4. You have the right to participate in identifying problems, setting goals and evaluating progress toward meeting them.
5. You have the right to know who to contact in an emergency.
6. You have the right to request a second opinion or seek a referral for a second opinion at any time.
7. You have the right to request that copies of medical records and reports be sent to other psychotherapy professionals.
8. You have the right to end therapy at any time. The only thing you will have to do is to pay for any sessions you have already had. You may, of course, have problems with other people or agencies if you end therapy – for example, if you have been sent for therapy by a court.
9. You have the right to ask questions about the therapy techniques and strategies and be informed of your progress.
10. You have the right to contact the appropriate professional organization if you have doubts or complaints relative to the therapist's conduct.
11. You have the right not to allow the use of any therapy technique. If your therapist plans to use any unusual technique, she will tell you and discuss its risks and benefits with you.

reason to believe this person is not fully competent and legally authorized to give informed consent to treatment at this time. I agree to enter into therapy with the patient, as shown by my signature here.

Signature of Therapist

Date