

# Office Policies & General Information Agreement for Psychotherapy Services

## **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 (the client's) written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are:

- There is a reasonable suspicion of child, dependent or elder abuse or neglect, or
- A client presents a danger to self, to others, to property or is gravely disabled, or
- When client's family members communicate to me that the client presents a danger to others
- A federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the client that the FBI sought or obtained the items under the Act.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation, the defendant may have the right to obtain the psychotherapy records and/or testimony by me.

**With Family or Marriage/Relationship Therapy:** If you participate in marital, couple, relationship or family therapy, I will not disclose confidential information about your treatment unless all adult person(s) who participated in the treatment with you provide their written authorization to release such information. **I utilize a "no-secrets" policy when conducting family or marital/couples/relationship therapy.** This means that if you participate in family, and/or marital/couples/family therapy, I am permitted to use information obtained in an individual session that you may have had with me, when working with other members of your family. Please feel free to ask me about my "no secrets" policy and how it may apply to you.

**Group Therapy:** In group therapy, it is of utmost importance that all members maintain confidentiality and neither disclose neither the content of sessions nor the identity of fellow group members. It is highly recommended that any meaningful exchange outside the group also be discussed in the group. In group therapy, the other members of the group are not therapists. The same ethics and laws that bind me do not regulate them. The limits of confidentiality and the reporting laws have been outlined earlier in this document. While the expectation is that all group members will maintain confidentiality, you cannot be certain that they will always keep what you say in the group confidential. You are ultimately responsible for what you say and what you think, feel, or do with the feedback you receive in the group.

**Minors and Confidentiality:** Communications between therapists and clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, I, in the exercise of my professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with me.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where I become 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

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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.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct me only the minimum necessary information will be communicated to the carrier. I have no control or knowledge over what insurance companies do with the information submitted or who has access to this information. You must be aware that 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 big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break ins and unauthorized access. Medical data has also been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

**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 (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Consultation:** I consult regularly with other professionals regarding my clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

**In my Absence:** At times, I may also need to reveal your name and phone number to particular therapists covering my practice in my absence.

### **E - Mails, Cell Phones, Computers and Faxes:**

Computers, e-mail, and cell phone communication can be accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Cell phone communications are vulnerable to such access because a third party with certain electronic equipment can intercept the transmitted signal. E-mails are vulnerable to such access due to the fact that emails are temporarily stored on internet servers where their privacy cannot be guaranteed. Additionally, my e-mails are not encrypted. Faxes may be sent erroneously to the wrong telephone number. My computers are password protected. Please notify me if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mail, cell phone or fax. Do not use e-mail or faxes for emergencies.

### **Records and Your Right to Review Them:**

Both the law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or I assess that releasing such information might be harmful in any way. In such a case, I 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, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way.

### **Therapist Availability & Emergency Procedures:**

Telephone consultations between office visits are welcome. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed within regularly scheduled sessions and in person.

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If you need to contact me, leave a message on my confidential voice mail at (415) 686-3445. If you wish me to return your call, please be sure to leave your name and phone number(s), good times to call, and a brief message concerning the nature of your call. If you have an urgent need to speak with me, please indicate that fact in your message.

I will typically return your call within 48 hours. On weekends and holidays, I check my messages less frequently and may only respond to urgent calls.

I take vacations and will give you advance notice when I do.

**In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.**

The following resources that are available in the local community to assist individuals who are in crisis:

Service	Marin County	Sonoma County
Psychiatric Emergency Services 24-hour crisis line	(415) 499-6666 Marin General	(707) 576-8181 Mental Health Crisis Line
Suicide Hotline	(415) 499-1100 24 Hour Suicide Prevention & Crisis Hotline	1-800-SUICIDE (784-2433) National Suicide Hotline
Child Protective Services Emergency Line	(415) 499-7153	(707) 565-4304
Adult Protective Services	(415) 507-2774	(707) 565-5940 or 1-800-667-0404
Women's Domestic Violence Hotline	(415) 924-6616 Marin Abused Women's Center	(707) 546-1234 YWCA Women's Shelter
Men's Domestic Violence Hotline	(415) 924-1070 Marin Abused Women's Center	(707) 528-2636 Men Evolving Non-violently
Rape Crisis Hotline	(800) 670-7273 Marin Rape Crisis	(707) 545-7273 United Against Sexual Assault

### Payments & Insurance Reimbursement:

The fee for service is at a rate of \$140.00 per individual and conjoint (marital/family/relationship) 50 minute therapy session. I typically do 75 minute sessions, which would then be \$210.

The fee for service is \$60.00 per 100 minute group therapy session.

Clients are expected to pay at the beginning of each session unless other arrangements have been made. Payments covering more than one session (such as monthly) will be made in advance. I suggest you have your payment ready or your check written at the beginning of your session so that we can utilize the full amount of time for your therapy. I periodically evaluate my rates – I will give you advance notice in the event of any change in your fee schedule. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify me 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 client and not to the insurance company. 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 dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify and understand the limits of your insurance coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**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 myself and 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 shall be submitted to and settled by binding arbitration in Marin County, 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, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' 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 a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. I 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. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes, another family member views a decision that is positive for one family member quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited to behavioral, cognitive-behavioral, psychodynamic, system/family, humanistic, transpersonal psycho-educational or body oriented. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.

**Somatic Psychotherapy:** Our bodies are a great resource to us; a resource that is generally overlooked by most traditional psychotherapies. If we listen to our bodies, we can derive valuable information that may not otherwise be consciously available to us. In the body-mind model of therapy or body-oriented psychotherapy, we pay attention to the sensations and feelings that are experienced in the body. This type of psychotherapy recognizes the relationship and interconnectedness between what is going on in our minds with what is going on in our bodies.

There are different ways of working with the body in body-oriented psychotherapy. Many of them make use of awareness -- focusing your awareness on and paying attention to sensations and emotions in your body, posture, movements and gestures. Another dimension of working with the body includes the use of touch. There are a variety of schools that recognize and work with the mind-body interface through touch. The type of touch used is very respectful. It does not involve any removal of clothing. It is non-invasive. It is always done only with your permission and cooperation.

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If you are so interested, we can incorporate this particular form of touch into your therapy. It is, however, an option and your therapy can proceed effectively without it. Please feel free, at any time, to ask any questions you might have.

**Your Rights as a Client:** Your safety and comfort are my foremost concern. It is therefore important that boundaries are clear and honored in both bodywork and psychotherapy. To these ends, I unhesitatingly support the ethical sanctions of my profession prohibiting any kind of sexual contact or activity between therapists and clients during the course of therapy. I am also legally bound by these sanctions. The methods of touch in which I have been trained are done consciously, non-sexually, and always with your consent. However, if you ever feel uncomfortable in any way, it is important that you communicate that to me. You always have the right to stop or change any procedure at any time for any reason. You always have the right to know, beforehand, what methods will be employed. You always have the right to ask, at any time, any questions that arise for you.

### **Discussion of Treatment Plan:**

Within a reasonable period of time after the initiation of treatment I will discuss with you (client) my working understanding of the problem, treatment plan, therapeutic objectives and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

### **Termination:**

As set forth above, after the first couple of meetings I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals, whom you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer. Often the desire to leave therapy can arise from feelings of discomfort or fear, or the feeling that nothing is happening, when in fact these feelings often precede an important breakthrough. I ask therefore that termination include a final session.

### **Dual Relationships:**

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or therapeutic effectiveness or can be exploitive in nature. I will carefully assess before entering into non-sexual and non-exploitative dual relationships with clients. Mill Valley is a small town and many clients know each other and me from the community. Consequently you may bump into someone you know in the waiting room or me out in the community. I will never acknowledge working with anyone without his/her written permission. Many clients choose me as their therapist because they know me before they entered into therapy and/or were aware of my stance on the relevant issues. Nevertheless, I will discuss with you, my client/s, the often-existing complexities, potential benefits and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate me if the dual relationship become uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if you find it interfering with the effectiveness of the therapy or your welfare, and of course you can do the same at any time.

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**Scent Free Environment:**

Due to an increasing number of people who are sensitive to fragrances, we ask that you not wear perfumes or strongly scented aftershaves and lotions when coming for therapy.

**Children:**

Children under 12 may not be left unattended in the waiting room.

**Parking:**

In Mill Valley, there generally is ample parking on Millwood Street. Parking in the parking lot at 33 Millwood Street is for staff only.

In Cotati, there is generally ample parking in the parking lot behind the building.

**Cancellation:**

Sessions are typically scheduled to occur one time per week at the same time and day if possible. I may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. I may make exceptions in the case of emergencies or sickness. Most insurance companies do not reimburse for missed sessions. Call me if you are going to arrive more than 20 minutes late to the office, otherwise I may consider you a no-show and leave the office.

Your signature indicates that you have read this agreement for services carefully and understand its contents. Please ask me to address any questions or concerns that you have about this information before you sign.

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Client name (print)	Date	Signature
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Parent's name if client is a minor (print)	Date	Signature
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Parent's name if client is a minor (print)	Date	Signature
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Psychotherapist (print)	Date	Signature
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Revised 12/31/11