

LICENSED CLINICAL PSYCHOLOGIST

PSY 30350

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## Office Policies and Informed Consent for Psychotherapy Practice

Please carefully review the following information before signing. This document contains important information about my professional services and business policies. It also summarizes information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. It is very important that you understand this information when you sign this document, as it will also represent an agreement between us. We can review it together and/or discuss any questions you have, when you sign them or at any time in the future.

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Please read and sign this document after you have reviewed this information and agree to it.

### The Therapeutic Process

You've taken an important and positive step in deciding to seek therapy. This will be a collaborative process that requires trust, honesty, and attentiveness of each of us. I cannot promise that your behavior or circumstance will change, nor that this process will be easy or comfortable. There may be times of discomfort, emotional distress, or confusion during therapy, but this is usually a part of the process, and can lead to substantive growth and transformation. I can promise to support you and do my very best to understand you and effectively join you on this path, as well as to help you clarify what it is that you want for yourself.

### Treatment Plan

Within a reasonable period of time after we begin treatment, I will explain my understanding of your situation and goals, and together we will develop treatment plan including therapeutic objectives and possible outcomes.

### Confidentiality

All information disclosed during session, your participation in therapy, as well as all written records pertaining to therapy sessions is considered confidential and may not be revealed to anyone, without your written permission except when you **provide me with written permission** to disclose specific information on your behalf **or** when the following circumstances apply:

- Disclosure is required if you present as a **danger to yourself, others, to property, or are gravely disabled** (unable to provide food, shelter, or clothing for yourself). Under any of these circumstances, I may need to break confidence to protect you and/or others.
- If there is reasonable suspicion that you or other named victim is the perpetrator, observer of, or actual victim of physical, emotional, or sexual abuse of children under the age of 18 years.
- Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- Suspected neglect of children under the age of 18 or of elderly persons.
- If a court of law issues a legitimate subpoena for information stated on the subpoena.
- If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
- Occasionally I may consult with professional colleagues in their areas of expertise if I believe that doing so may help me to meet your needs more effectively. I will not use your name or other identifying information to protect your privacy.
- In group therapy, confidentiality and privilege may not apply between group members, though it will apply for the therapist. Limits of confidentiality will be discussed and determined by group members and the therapist in the beginning stages of group therapy.

## **PRACTICE POLICIES**

### Fee and Fee Arrangements

My standard fee is \$175 per 50-minute session unless otherwise agreed. Sessions longer than 50-minutes are charged for the additional time pro rata. Travel, phone calls (other than for scheduling), report writing, consultation with other professionals, or other work will be billed at the hourly rate. I reserve the right to periodically adjust this fee. You will be notified of any fee adjustment in advance. You are expected to pay for services at the time services are rendered. I accept credit card, cash, or check. By agreement, fees may be billed at the end of the month.

### Billing

I currently use online billing to charge credit cards. *Simple Practice* is HIPAA compliant software and online accounting that protects your information and ensures privacy and confidentiality. Invoices will be sent to you via email. If you would like to use your credit or debit card, I will need your credit card information, which will be saved securely in *Simple Practice*. Please ask questions if you have concerns or need more information.

## Insurance

I do not currently accept insurance. I am not a contracted provider with any insurance company or managed care organization. If you intend to use benefits of his/her health insurance policy, inform me in advance. I will cooperate in providing information to an insurance company as requested by you, but I am not responsible for assuring insurance eligibility for services provided. You are responsible for obtaining insurance reimbursement, and verifying the limits of your coverage.

## Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient.

## Appointments and Cancellations

The standard meeting time for psychotherapy is 50 minutes, unless otherwise arranged. If you are late for a session, you may lose some of that session time. Weekly sessions are recommended, as consistency is valuable in maintaining a comfortable and useful therapeutic space. Requests to change the 50-minute session can be discussed.

You will have a set therapy hour each week. If you are unable to make a scheduled session please give me at least 48 hours notice. If less than 48 hours notice is given, your regular fee will be charged. In the case of an unexpected emergency, we may be able to reschedule without an additional charge. I appreciate being notified of anticipated absences as far in advance as possible.

I will also inform you of any planned or anticipated absences, at least one week in advance, unless I am unable to do so due to an emergency situation. We can discuss options for maintaining therapeutic support in my absence, if necessary.

## Dual Relationships

Dual relationships between therapist and client are generally avoided, but not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other relationship that would impair the therapist's objectivity, clinical judgment, therapeutic effectiveness or be considered exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients.

If we run into each other outside of the therapy office, an interaction is at your discretion. Your privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize that or my objectivity. However, if you acknowledge me first, I am happy to speak with you briefly, but will not engage in lengthy discussions in public or outside of the therapy office.

### Telephone Accessibility

If you need to contact me between sessions, please leave a message on my voice mail. If I'm not immediately available, I will attempt to return your call within 24 hours. Please note that Face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. Non-emergency phone sessions over 20 minutes will be charged a pro-rated amount of the normal weekly fee.

### Emergency Procedures

If you need to contact me between sessions for an emergency, please leave a message on my voicemail (510) 621-7098, and indicate that the call is urgent. I will call you back as soon as possible. If I cannot be reached and the matter requires immediate attention, please utilize the following alternatives: a) 911; b) Marin County Crisis Stabilization Unit: 415-473-6666 (CRISIS); c) Mobile Crisis Response Team: 415-473-6392; d) Suicide Prevention Lifeline: 1-800-273-8255; e) Nationwide Hotline: 1-800-784-2433 (1-800-SUICIDE); f) Mental Health and Substance Use Access and Assessment: (888) 818-1115.

### Social Media and Telecommunication

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

### Electronic Communication

I cannot ensure the confidentiality of any form of communication through electronic media, including email and text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. Although I will try to return messages in a timely manner, I cannot guarantee immediate response. Please do not use email or text to discuss therapeutic content and/or request assistance for emergencies.

### Records and Record Keeping

I may take notes during session, and will also produce other notes and records regarding my patients' treatment. These notes constitute my clinical and business records, which by law, a therapist is required to maintain. Such records are the sole property of the therapist. I will not alter my normal record keeping process at the request of any patient. Should a patient request a copy of my records of our therapeutic work together, such a request must be made in writing. I reserve the right, under California law, to provide patients with a treatment summary in lieu of

actual records. I also reserve the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. I will maintain a patient's records for ten years following termination of therapy. After ten years, or ten years after a patient has reached the age of 18, records will be destroyed in a manner that preserves patient confidentiality.

### Patient Litigation

I will not ordinarily voluntarily participate in any litigation, or custody dispute in which you (the patient) and another individual, or entity, are parties. I have a policy of not communicating with patients' attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in patients' legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving a patient, the patient agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate.

### Psychotherapist-Patient Privilege

The information disclosed by you, as well as any records created, is subject to psychotherapist-patient privilege. Psychotherapist-patient privilege results from the special relationship between a therapist and patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If I received a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on my patient's behalf until instructed, in writing, to do otherwise by the patient or patient's representative. You should be aware that you might be waiving the psychotherapist-patient privilege if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-patient privilege with your attorney.

### Minors

When treating minors, parents may be legally entitled to some information about therapy, however the minor's confidentiality is still valued and upheld to a degree. I will discuss with the child and parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

### Termination

Ending the therapeutic relationship can be difficult. The decision to terminate is ultimately up to you, but I recommend there be some time (at least 3 sessions) taken to appropriately end our relationship and say "good-bye" to each other. The appropriate length of the termination varies from person to person, depending on, the length and intensity of the treatment, among other

things. There are times when people feel that they want terminate suddenly or as we are dealing with some difficult subjects in therapy. If this happens, I will likely attempt to slow down the therapeutic process to bring awareness and collaborative reflection to this decision. I prefer not to terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you.

Should you fail to show up to therapy for three consecutive weeks, without previously notifying me of an extended absence, for legal and ethical reasons, I must consider the professional relationship discontinued.

