

## OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

Please read the following information below regarding my standard policies and then sign at the bottom of the page indicating that you have done so. Please feel free to ask any questions. You have the right to any information that will allow you to make an intelligent decision about the service you desire.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone (except within the context of supervision) without written permission of the client, except where disclosure is required by law.

**When Disclosure is Required by Law:** Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also *Notice of Privacy Practices* form).

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

**In Couples Counseling or Family Therapy:** I will consider all information disclosed when I have an individual session with one member of a couple or family as confidential. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

**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. I have no control or knowledge over what insurance companies do with the information I submit 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 eligibility to obtain health or life insurance.

**Confidentiality of E-mail, Cell Phone and Fax Communication:** E-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Please notify me at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices.

**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.

**Consultation:** I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Considering all of the above exclusions, if it is still appropriate, upon your written request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact me between sessions, please leave a message on my answering machine and your call will be returned as soon as possible. I check my messages a few times each day unless I am out of town. If an emergency situation arises; please indicate it clearly in your message. If you are having a psychological emergency please call the Police (911). You may also call the Alameda County Crisis Support Services Crisis Line at 1-800-309-2131; call 1-800-SUICIDE; or go on the web to [www.crisissupport.org](http://www.crisissupport.org).

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the agreed on fee at the end of each session or at the end of the month unless other arrangements have been made. 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 otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. Many insurance companies cover a percentage of the counseling fee. I am happy to extend the courtesy to bill insurance but in any event, you understand that all balance remaining is your responsibility to pay.

**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 client(s) and me. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessfully, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Alameda County 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 proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine the sum.

**THE PROCESS OF THERAPY/EVALUATION:** 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 and may result in your experiencing considerable discomfort. Change will sometimes be easy and swift, but more often it will be slow and frustrating. Remembering and resolving significant life events in therapy can bring on strong feelings of anger, depression, fear, etc. Attempting to resolve issues between marital partners, family members, and other individuals can also lead to discomfort and may result in changes that were not originally intended. 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 solution –focused, behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, I will discuss with you 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.

**Termination:** You have the right to terminate therapy with me at any time without any financial, legal, or moral obligations other than those you've already incurred. I have the right to terminate therapy with you under the following conditions:

- a. When I believe that therapy is no longer beneficial to you.
- b. When I believe that you will be better served by another professional
- c. When you have not paid for the last two sessions, unless special arrangements have been made with me.
- d. When you have failed to show up for your last two therapy sessions without a 24-hour notice.
- e. If I determine during the first three sessions that I cannot help you, I will assist you in finding someone qualified. If I have written consent, I will provide that professional with information they request.

If any of these situations apply I will give you the names of several therapists for your future counseling needs.

**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 exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. I will never acknowledge working therapeutically with anyone without his/her written permission. Many clients choose me as their therapist because they know me before they enter into therapy. Nevertheless, I will discuss with you 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 to me if the dual relationship becomes uncomfortable for you in any way. I will discontinue the dual relationship if I find it interfering with the effectiveness of the therapeutic process or your welfare, and of course, you can do the same at any time.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours is required for rescheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them:

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Client name (print)                      Date                      Signature

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Client name (print)                      Date                      Signature

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Therapist name (print)                      Date                      Signature