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**OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR
PSYCHOTHERAPY SERVICES**

This form provides you (patient) with information that is additional to that detailed in the Notice of Privacy Practices.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to these sessions are confidential and may not be revealed to anyone without the clients' written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form. When disclosure is required by law: 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 the psychotherapy records and/or testimony. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless authorized to do so by *all* adult family members who were part of the treatment.

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 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 Client Information sheet.

Health Insurance & Confidentiality of Records: Disclosure and 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 claim. Only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. 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 the confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the, congress-approved, 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 been reported to have been sold, stolen, or accessed by enforcement agencies: therefore, you are in a vulnerable position.

Confidentiality of E-mail, Cell Phone and Fax Communication: It is very important to be aware that 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. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify me at the beginning of the treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies.

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 proceeding (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, or 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.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message on my voice mail (925) 289-9211, your call will be returned as soon as possible. I check messages a few times a day. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the 24-hour crisis line at (800) 833-2900, or the police (911).

If you require counseling by telephone for longer than 15 minutes, please be aware that you will be charged my hourly rate of \$150, in 15 minute increments, of \$37.50.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay my usual fee of \$150.00 per hour. Telephone conversations, longer sessions, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify me as soon as you can if your financial situation changes during the course of therapy. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies, unless some other arrangement is made. If requested, I will provide a statement which can be submitted to your 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, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

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. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Contra Costa County, California 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 attorney's fees. In the case of arbitration, the arbitrator will determine that 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 towards 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 that 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 a decision that is positive for one family member is viewed quite negatively by another family member. 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. It is common for couples to feel vulnerable after a few sessions. It is important to stick with the therapy and work through these feelings in order to get the desired results of an improved relationship. It is also common for a couple to return to counseling from time to time to get what I like to call a "tune-up." I encourage this, even if a couple has not seen me for awhile, I am always happy to see them.

TERMINATION: If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I will discuss this with you, and, if appropriate, terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request and authorize in writing, I will talk to the new psychotherapist to try and 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, will provide them with the essential information. 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 may prefer.

DUAL RELATIONSHIPS: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs 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. Walnut Creek is a small community and many clients know each other and myself from the community. Consequently, you may

see someone you know in the waiting room, or see me out in the community. I will never acknowledge working therapeutically with anyone without his/her written permission. Dual or multiple relationships can enhance therapeutic effectiveness, but can also detract from it and often it is impossible to know ahead of time. It is you, the client's responsibility to communicate to me if the dual relationship becomes uncomfortable for you in any way. I will always listen carefully and respond according to your feedback. I will discontinue the dual relationship if I find it interfering with the effectiveness of the therapeutic process or the welfare of the client 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 48 hours notice is required for rescheduling or cancelling an appointment. Unless a different agreement is reached, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions. ____ (Initial) ____

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

Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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