

Orinda Psychology Inc.

POLICIES AND PROCEDURES

Welcome to our practice. This document contains important information about our professional services and business policies. Please note any questions that you might have, as your therapist will be happy to discuss them with you.

PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. There are a number of different approaches that can be utilized to resolve the problems you hope to address. Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings or discussing unpleasant aspects of your life. However, research has proven that psychotherapy has benefits for people who undertake it. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. But there are no guarantees for any individual.

Your first few sessions will involve an evaluation of you or your child's needs. By the end of the evaluation, your therapist will be able to offer you some initial impressions of what your work will include, and an initial treatment plan to follow, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with them. If you ever have questions about your therapist's procedures, you should feel free to discuss this with them as they arise. Psychotherapy sessions are typically scheduled for one fifty-minute session (one appointment hour of fifty minutes duration) each week (though other arrangements can be agreed upon).

PSYCHOLOGICAL EVALUATIONS

Psychological evaluations can provide you with information about you or your child's psychological functioning in a number of areas. This information can then be used by schools, medical doctors or therapists to aid in treatment, or in the planning of programs. It can also be used to point out areas of specific intellectual or emotional strengths that you may be able to capitalize on in the future. However, sometimes test results do not meet our expectations. In particular, this can occur when they reveal serious emotional or intellectual problems, or fail to provide evidence of abilities or disabilities that would allow access to special programs or services. The fact that you are paying for these services does not guarantee any particular test result and you need to be prepared that the findings may not meet your expectations.

Evaluations are normally conducted in one or more sessions lasting from three to six hours, including breaks. These usually follow an initial interview session with the psychologist that is billed separately. The total length of the evaluation will depend on the tests to be administered and you/your child's responses to them. Upon completion of the evaluation your psychologist will prepare a comprehensive written report of the findings. Because this written evaluation is highly technical, your psychologist will typically arrange a time to give you feedback about the test results directly. This feedback session is billed separately.

CANCELLED, LATE, AND MISSED SESSIONS:

We understand that from time to time clients need to cancel sessions due to schedule conflicts or illness. However, the need to reschedule sessions can lead to scheduling problems for other clients, as well as financial difficulties for our therapists. For this reason we have maintained the following policy with regard to cancellations:

- 1) Sessions cancelled more than 24 hours prior to scheduled time will not be charged a cancellation fee. (Please call your therapist's regular contact number to cancel.)
- 2) Late arrivals or "no-shows" will be charged the full fee for the time scheduled.
- 3) If Medicare or other "third party" typically covers your session, you will be charged the full amount of the missed session as

they cannot be charged for missed appointments.

Furthermore, as a courtesy to your therapist and in order to maintain session availability for all clients, we request that you make every effort to give more than 24 hours notice. Phone messages can be left 24 hours a day.

PROFESSIONAL FEES

Our therapists have varying hourly fees for psychotherapy depending on their specialty and experience. When seeking a psychological evaluation, you will be given an estimate of the total time required and the resultant cost. While we make every effort to accurately estimate the length of time required, this estimate cannot be exact, as the length of the testing process will vary depending on the findings and the examinee's pace. The cost of the evaluation includes not only the time for administering the tests but the hours required to score the measures, interpret the results, prepare a written report, and complete associated phone calls and letters. It does not cover the initial interview, feedback session, ongoing consultation regarding your needs, participation in any legal proceedings arising from the assessment, or any psychotherapeutic treatment of you/your child. Fees for the professional services you will be receiving are defined in the attached contract.

BILLING AND PAYMENTS

You will be expected to pay for each psychotherapy session at the time it is held, with cash, check, or a credit card. Patients receiving psychological evaluations will be expected to pay ½ the estimated cost on the first day of the evaluation and the remainder before receipt of the report. A copy of the written report will not be released without payment. Payment schedules for other professional services will be agreed to at the time these services are requested.

We do not accept direct insurance reimbursement, though we will provide you with reasonable documentation to obtain such reimbursement on your own. We will send you a monthly statement itemizing all services rendered and all payments made during that time, along with additional information needed for insurance reimbursement. We cannot guarantee that any services we provide will or will not be covered by your insurance.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, we have the option of using legal means to secure payment, including collection agencies or small claims court. (If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.) In such cases, the only information we would release about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

OTHER SERVICES

In addition to weekly appointments, it is our practice to charge your hourly fee on a prorated basis for other professional services you may require. These services may include letter writing, telephone conversations which last longer than 15 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request. If you become involved in litigation in which your therapist is required to participate, you will be expected to pay for the professional time required, even if they are compelled to testify by another party. Because of the complexity and time consuming nature of legal involvement, you will be billed twice your typical hourly rate for preparation and attendance at any legal proceeding.

CONTACTING YOUR THERAPIST

Therapists in our practice are often not immediately available by telephone. You can leave messages for therapists on the general practice phone at 510-992-3081. However you should make arrangements with your individual therapist for the best manner to contact them. Therapists will make every effort to return your call on the same day you make it with the exception of weekends and holidays.

EMERGENCIES

If you cannot reach your therapist by phone, and you feel that you cannot wait for him/her to return your call, you should call the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. In an emergency, you can also arrange to be taken directly to the emergency room or call 911 for assistance. If your therapist is unavailable for an extended time, we will provide you with the name of a trusted colleague whom you can contact if necessary.

MINORS

If you are seeking therapy for your minor child, it is important for you to understand my approach to child therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the rest of this document and may supersede sections related to the treatment of adults. Under HIPAA and the APA Ethics Code, I am legally and ethically responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise.

One risk of child therapy involves disagreements among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision, however I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's treatment records.

It is my policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your child has disclosed to me without your child's consent. I will tell you if your child does not

attend sessions. If needed, I can provide you with a general treatment summary that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

Although my responsibility to your child may require my involvement in conflicts between the two of you, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said

or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$350 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted by untrained readers. For this reason, we recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we charge a copying and administrative fee of \$1.00 per page.

CONFIDENTIALITY AND LIMITS

The law protects the privacy of all communications between a patient and a therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements.

The Health Insurance Portability and Accountability Act (HIPAA) provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights are described in Orinda Psychology Inc.' ***"Notice of Policies and Practices to Protect the Privacy of Your Health Information"*** which you have received separately.

There are other situations that require only that you provide written, advance consent. Your signature on the attached contract provides consent for those activities, as follows:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he/she will make every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If you don't object, they will not tell you about these consultations unless they feel that it is important to your work together. They will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that our therapists practice with other mental health professionals and that we employ a limited administrative staff. In some cases, your therapist may need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- When your therapist has contracts with outside businesses, they maintain formal business associate contracts with these businesses as required by HIPAA. Such agreements require that they maintain the confidentiality of PHI except as specifically allowed in the contract or otherwise required by law. If you wish, your therapist can provide you with the names of these organizations and/or a blank copy of this contract. (Such relationships requiring the disclosure of PHI are very rare in our practice.)
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement in the section marked **"Billing and Payment"**

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your therapist.

QUESTIONS OR CONCERNS

If you have any questions regarding these policies or procedures please do not hesitate to speak with your therapist regarding those issues. You will be notified of any changes to these policies in writing. Thank you.

I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Signature

Date