

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

**NOTE: This form provides you (patient) with information that is additional to that detailed in the “HIPAA Notice of Privacy Practices” form it is subject to HIPAA pre-emptive analysis.**

**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 (client’s) 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:** 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 the psychotherapy records and/or testimony by your therapist, Andrea Faraday. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or amount family members. Your therapist will use her clinical judgment when revealing such information. Your therapist will not release records to any outside party unless she is authorized to do so by **all** adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during out work together, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she may also contact the police, hospital, or 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 so instruct your therapist, 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. Your therapist has no control or knowledge over what insurance companies do with the information she submits 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. 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 Faxes Communication:** It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily 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 be sent erroneously to the wrong address. Please notify your therapist 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. Please do not use e-mail or faxes in emergency situations.

**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 your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Your therapist consults regularly with other professionals regarding her 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 request, your therapist will release information to any agency/person you specify unless she concludes that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Andrea Faraday between sessions, please leave a message at (510) 306-4055 and your call will be returned as soon as possible. She checks her messages a few times a day (but never during the night time), unless she is out of town. She checks the messages less frequently on weekends and holidays. 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 (800) 309-2131 or the Police at: 9-1-1.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard Fee of \$165 per 60 minute session or \$185 per 90 minute session at the beginning of each session 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 your therapist if any problem arises 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 clients and not to the insurance companies. Unless agreed upon differently, your therapist will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated 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/problem, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**THE PROCESS OF THERAPY/EVALUATION:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationship and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires a very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your therapist 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



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Name of parent/guardian (print)      Date      Signature

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Andrea Faraday, MFC #105339      Date      Signature