

Calla Belkin, Psy.D.
PO Box 5494, Richmond, CA 94805
(510) 863-1490
Lic. #: PSY 21822

AGREEMENT, INFORMED CONSENT, & OFFICE POLICIES

This form provides you (the patient) with information which supplements the HIPAA Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:

Participation in therapy can result in a number of benefits, including improvement or resolution of the specific concerns that led you to seek treatment. Working toward these benefits requires effort on your part. Psychotherapy necessitates your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behaviors. Candid discussion about your feedback and views of the therapy are part of the therapeutic process.

Sometimes more than one approach can be helpful in dealing with a particular situation. Our initial consultation meeting(s) provide the opportunity for us both to decide if I am the best person to provide the care you need. If either you or I decide for any reason that you would be better helped by another professional or method of intervention, I will offer referrals for alternative services or providers. If we decide to continue with ongoing psychotherapy, we will usually schedule one or more sessions per week at a mutually agreed upon time. The success of therapy depends on the consistency and continuity of our meetings.

Remembering or talking about unpleasant events, feelings, or thoughts during our work can result in your experiencing considerable discomfort, negative emotions, anxiety, depression, insomnia, or other difficult reactions. I may question some of your assumptions or perceptions or propose different ways of looking at, thinking about, or addressing situations, which may cause you to feel angry, challenged, disappointed, or otherwise upset. Attempting to resolve these conflicts (which may relate to issues that brought you to therapy in the first place) is also an important part of the treatment. If at any time you have any concerns, questions, or feelings about something I have said, or need clarification regarding our progress, do not hesitate to raise these issues. Psychotherapy may also result in your making decisions to change behaviors, employment, substance use, education, housing, or relationships that were not originally intended. 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. During the course of treatment, 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, but are not limited to, psychodynamic, interpersonal,

system/family, developmental (adult, child, family), humanistic, behavioral, cognitive-behavioral, cognitive, or psycho-educational interventions. I provide neither custody evaluation recommendation, medication/prescription recommendation, nor legal advice, as these activities do not fall within my scope of practice.

Discussion of Treatment Plan: Within a reasonable period of time after the start of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives, and 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 raise these for discussion. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any psychological treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination of Treatment: As discussed above, the first meetings are an assessment period to determine whether or not we will begin ongoing treatment. I do not accept patients who I believe I cannot help. If at any point during psychotherapy I assesses that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss the matter with you and to terminate treatment, if appropriate. You also have the right to end or take a break from your treatment at any time without my permission or agreement. If you decide to exercise this option, I encourage you to talk with me in a therapy session about the reasons for your decision, so that we can attempt to resolve the issue or bring sufficient closure to our work together. In the case that either party ends the treatment relationship, or if at any time you want another professional's opinion, I am able to provide referrals that may be of help to you. If you request and authorize in writing, I will talk to the psychotherapist of your choice in order to ease the transition.

CONTACT & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message on the voicemail at (510) 863-1490 and your call will be returned as soon as possible. I will always attempt to return your call within 24 hours. I check messages throughout the business day, unless I notify you in advance that I will be unavailable due to a planned absence. Another therapist will provide emergency coverage in my absence. This therapist's contact information will be available on my outgoing voicemail message during any breaks.

Although you can leave me a message at any time, I am often not available to return your call immediately. If at any time an emergency situation arises, please call me, and indicate the emergency clearly in your message. I will return your call as quickly as possible. Please do not use e-mail or faxes for emergencies as these are not generally the fastest methods of communication.

If you need to talk to someone immediately, please go to an emergency room or call 24-hour crisis services such as:

- Crisis Support Services of **Alameda** County (800) 309-2131
- **Contra Costa** Crisis Stabilization Unit (925) 646-2800
- **San Francisco** Psychiatric Emergency Services (415) 206-8125
- Or 911 for emergency personnel.

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 written permission, except where disclosure is required by law.

Disclosure Is Required By Law When:

- There is a reasonable suspicion of child or dependent adult/elder abuse or neglect.
- You present a danger to yourself, to others, to property, or you are gravely disabled.
- You or your family members communicate to me that you present a danger to someone.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain the psychotherapy records and/or my testimony. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. 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.

Emergencies: If there is an emergency during treatment, or after treatment has been terminated, in which I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper 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 appropriate medical care. Toward this end, I may also contact emergency personnel and/or the person you named as your emergency contact.

E-Mail, Cell Phones, Computers, and Faxes: It is important to be aware that communication by cell phone and internet can be relatively easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication. Emails, in particular are vulnerable to unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, my e-mails are not encrypted. Likewise, faxes can easily be sent to the wrong recipient. Because the security of email communications cannot be guaranteed, it is recommended that email be limited to requests for phone contact, appointment arrangements, or requests for information. Please only include general information about yourself and your treatment. If you communicate confidential or highly private information via e-mail, I will assume that you have made an informed decision, will

view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters via e-mail. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices. As stated above, please do not use e-mail or faxes to communicate during emergencies. Communication that requires immediate attention or a timely response should always be made by phone.

Any confidential information on my computers will be protected by a firewall, virus protection, and password. On a regular basis I back up all confidential information from my computers, and store it securely off-site in accordance with legal and ethical regulations.

Consultation: I consult regularly with other professionals regarding my work; however, your identity remains completely anonymous, and confidentiality is fully maintained, except where a specific Release of Information has been obtained. A separate Release of Information is required for my weekly consultation with a practice and billing monitor, with whom I do share confidential information.

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 claims. In cases where communication with your provider is necessary and with your consent, only the minimum necessary information will be discussed. I have no control over or knowledge about what insurance companies do with the information I submit or who has access to this information. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or employment. The risk stems from the fact that mental health information is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is questionable as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has also been reported to be legally accessed by law enforcement and other agencies.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to private matters, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf, will call on me to testify in court or another proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed prior.

Records and Your Right to Review Them: Unless necessary or otherwise agreed, I retain clinical records only as long as I am mandated by California state law and the standards of psychology. If you have concerns regarding treatment records, please discuss them with me. As a patient, you have the right to review or receive a summary of your records, except in limited legal or emergency circumstances, or when I assess that releasing such information might be harmful in any way. In such a case, I will

provide the records to an appropriate and legitimate mental health professional of your choice. If appropriate given the exclusions above, upon your request I will release information to any agency or person you specify, unless I assess that releasing such information might be in any way harmful. When more than one patient is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations from all those involved in the treatment who are legally able to authorize such a release.

PAYMENTS & INSURANCE REIMBURSEMENT: You are expected to pay the standard fee (\$140.00 / 50 minutes) at each session, unless other arrangements have been made. Telephone contacts longer than 15 minutes, site visits, report writing and reading, consultation with other professionals, preparing documents for release, reading records, extended sessions, travel time, or other professional services, will be charged at the same rate, unless indicated and agreed upon otherwise. I periodically raise my fees with reasonable advance notice. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. Patients who carry insurance should be advised that professional services are rendered and charged to you and not to the insurance companies. Unless agreed upon differently, I 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. It is always your responsibility to pay our full agreed upon fee for services at the time they are rendered, regardless of your insurance arrangements. As indicated in the above section *Health Insurance & Confidentiality of Records*, submitting a mental health invoice for reimbursement carries a certain amount of risk. In addition, not all issues or conditions dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your psychotherapy payment is overdue and we have made no written agreement of a payment plan, I am able to use legal or other means (courts, collection agencies, etc.) to obtain payment.

CANCELLATION: Since scheduling an appointment involves reservation of time specifically for you, a minimum of 48 hours notice is required for re-scheduling or canceling an appointment. If I receive notice less than 48 hours in advance and we are able to reschedule the appointment for a mutually convenient time that same week, you will not be charged for the missed session. If I receive notice less than 48 hours in advance and we are not able to reschedule during the same week, or you miss a session without advance notice, you will be charged the full fee for the missed session. Most insurance companies do not reimburse for missed sessions.

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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by our agreement. The cost of mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, unresolved controversy related to this agreement should be submitted

to and settled by binding arbitration in the county in which treatment occurred, in accordance with the rules of the American Arbitration Association in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that payment of your account is overdue and there is no agreement of a payment plan, I am able to use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum. In the case of arbitration, the arbitrator will determine that sum.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs a therapist's objectivity or clinical judgment, or can be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with patients. You may find that you know someone in the waiting room or meet me out in the community. I will never acknowledge working with anyone without their written permission. If such an occasion were to arise, I will discuss with my patient(s) the complexities that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your responsibility to communicate to me if the dual or multiple relationships become uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback, and will discontinue the dual relationship if I find it interferes with the effectiveness of the therapy or your welfare, and of course you can do the same at any time.

I have received and read the *HIPAA Notice of Privacy Practices* (5 pages) as well as the above *Agreement, Informed Consent, & Office Policies* (6 pages). I understand the policies and agree to comply with them:

Patient Signature / Printed Name / Date

Patient Signature / Printed Name / Date

Calla Belkin, Psy.D. - CA License PSY 21822 / Date