

Office Policies & Informed Consent for Psychotherapy

This form provides you, the client, with information that is additional to that detailed in the HIPAA Notice of Privacy Practices and it is subject to HIPAA preemptive 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 written permission except where disclosure is required by law.

WHEN DISCLOSURES REQUIRED OR MAYBE REQUIRED BY LAW

Some of the circumstances in which disclosure is required or may be required by law are:

- Where there is a reasonable suspicion of child, dependent, or elder abuse or neglect.
- Where a client presents a danger to self, to others, to property, or is gravely disabled.
- When a client's family members communicate to Dr. Terry that the client presents a danger to others.
- When mandated pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain your psychotherapy records and/or testimony by Dr. Terry.
- In couples 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. Dr. Terry will use his clinical judgment when revealing such information. Dr. Terry will not release records to any outside party unless he is authorized to do so by all adult parties who participated in the family therapy, couples therapy, or other treatment that involved more than one adult client.

EMERGENCY

If there's an emergency during therapy, or in the future after termination, where Dr. Terry becomes concerned about your personal safety, the possibility that you may injure someone else, or whether you are receiving proper psychiatric care, Dr. Terry will do whatever he can within the limits of the law, to prevent you from injuring yourself or others to ensure that you receive the proper medical care. For this purpose, Dr. Terry may also contact the person whose name you provided as an Emergency contact on the Biographical Information Form.

HEALTH INSURANCE 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 any claims. If you so instruct Dr. Terry, only the minimum necessary information will be communicated to the carrier. However, Dr. Terry has no control over, or knowledge of, what insurance companies do with the information he 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 capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies computers or to the National Medical Data Bank databank is, by nature, difficult to control as computers are inherently vulnerable to hacking and unauthorized access. Note that medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a potentially vulnerable position.

LITIGATION

Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Occasionally these patients (or the opposing attorney, in a legal case) want the records disclosed to legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to sensitive matters, clients' records are generally confidential and private in nature. Patient should be aware that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting Dr. Terry disclosure of any records, Dr. Terry will do his best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records at any time.

CONSULTATION

Dr. Terry consults regularly with other professionals regarding his clients, however, each client's identity remains completely anonymous and confidentiality is fully maintained.

EMAILS, CELL PHONES, COMPUTERS, AND FAXES

It is very important to be aware of computers and unencrypted emails, texts, and fax communications (which are part of the clinical record) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and faxes that are sent. While the data on Dr. Terry's laptop is encrypted, emails, texts and faxes are not. It is always a possibility that faxes, texts and emails can be sent erroneously to the wrong address and computers. Dr. Terry's laptop is equipped with a firewall, a virus protection program, and a password, and he backs up all confidential information from his computer on a regular basis onto an encrypted hard-drive. Please notify Dr. Terry if

you would prefer to avoid or limit, in any way, the use of emails, texts, cell phone calls, phone messages or faxes. If you communicate confidential or private information via unencrypted emails, texts or faxes or via phone messages, Dr. Terry 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 will honor your desire to communicate using these methods. Please do not use texts, emails, voice mail, or for faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM

Both the law and the standards of Dr. Terry's profession require that he maintain treatment records for at least 7 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical record. Unless otherwise agreed to be necessary, Dr. Terry retains clinical records only as long as is mandated by California law. If you have concerns regarding your treatment records, please discuss them with Dr. Terry. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Terry assesses that releasing such information might be harmful in any way. In such a case, Dr. Terry will provide the records to an appropriate and legitimate mental health professional of your choosing. Considering all of the above exclusions, if it is still appropriate, and upon your request, Dr. Terry release information to any agency/person you specify unless he assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in the case of couples or a family therapy, Dr. Terry will release records only with signed authorizations from all adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES

If you need to contact Dr. Terry between sessions, please leave a message at 650.284.9001 and your call will be returned as soon as possible. Dr. Terry typically checks his messages a few times during normal business hours, unless he is out of town. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away call:

Psychiatric Emergency Services, San Jose 408 885 6100 or
Police: 911

Please do not use emails or faxes for emergencies. Note that Dr. Terry does not always check his email or faxes daily.

PAYMENT AND INSURANCE REIMBURSEMENT

Clients are expected to pay the standard fee of \$200 per 50 minute session at the end of each session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading reports, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Dr. Terry if any problems arise 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 insurance companies. Unless

agreed upon differently, Dr. Terry will provide you with a copy of your receipt on a monthly basis or after each session, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance and Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount risk. Not all issues/conditions/problems that are dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the details of your coverage. If your account is overdue (unpaid) and there is no written agreement regarding a payment plan, Dr. Terry can use legal means (courts, collection agencies, etc.) to obtain payment.

MEDIATION AND ARBITRATION

All disputes arising out of, or in relation to, this agreements to provide psychotherapy services shall preferably first be referred to mediation before the initiation of arbitration or litigation. The mediator shall be a neutral third-party chosen by agreement between Dr. Terry and the client(s). The cost of such mediation, if any, should be divided by equally, unless otherwise agreed upon. In the event that mediation is unsuccessful or not an option, any unresolved issues related to this agreement should preferably be submitted to and settled by binding arbitration, in accordance with the rules of the American Arbitration Association that are in effect at the time the request for arbitration is filed. Please note that neither mediation nor arbitration is mandatory. In the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Terry can use legal means (court, collection agency, etc.) to seek payment. If arbitration occurs, the prevailing party should be entitled to recover a reasonable sum for attorney's fees. In arbitration, the arbitrator will determine that sum. In a court case, the court will determine the sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolving 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. Dr. Terry will ask for your feedback and views on your therapy, its progress and other aspects of the therapeutic process and will expect you to respond openly and honestly. During evaluation or therapy remembering or talking about unpleasant events, feelings, or thoughts can result in considerable discomfort or strong feelings of anger, sadness, worry, fear, anxiety, depression, insomnia, etc. Dr. Terry may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which may cause you to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that led you to therapy, such as personal or interpersonal relationships, may results 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. Change will sometimes be easy and swift, but more often it will be slow and even frustrating at times. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Terry is likely to draw on the various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, systems/family, developmental (adult, child, family),

inter-personal, integrative therapy, humanistic or psycho-educational. Dr. Terry provides neither custody evaluation recommendations, nor medication or prescription recommendations, nor legal advice, as these activities do not fall within his scope of practice.

TREATMENT PLANS

Within a reasonable period of time after the initiation of treatment, Dr. Terry will discuss with you his working understanding of the problem, treatment plan, therapeutic objectives, and his view of the possible outcome of treatment. If you have any unanswered questions about any of the procedures used during the course of your therapy, their possible risks, Dr. Terry's expertise in employing them, or about the treatment plan, please ask and Dr. Terry will address your concerns. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION

As set forth above, after one or two initial sessions, Dr. Terry will assess whether he can be of benefit to you. Dr. Terry does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will provide referrals that you can contact. If at any point during psychotherapy Dr. Terry either assesses that he cannot be effective in helping you reach your therapeutic goals or perceives you as non-compliant or non-responsive, he will discuss with you the termination of treatment and conduct pre-termination counseling as appropriate. In such a case, if appropriate and/or necessary, he will provide referrals that may be of help to you. Upon written authorization, Dr. Terry will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Terry will provide referrals that you may want to contact, and will provide her or him with the essential information needed, with your written consent. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Terry will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS

It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. However, therapy never involves sexual or any other dual relationship that impairs Dr. Terry's objectivity, clinical judgment, or can be exploitative in nature. Dr. Terry will never acknowledge working with anyone without his/her written permission. It is your responsibility to advise Dr. Terry if any potential dual or multiple relationship becomes uncomfortable for you in any way. Dr. Terry will always listen carefully and respond to your feedback and will discontinue the dual relationship if he finds that it interferes with the effectiveness of the therapy or your welfare and, of course, you can do the same any time.

SOCIAL NETWORKING AND INTERNET SEARCHES

Please note that Dr. Terry does not accept friend requests from current or former clients on social networking sites. Dr. Terry believes that adding clients as friends on these sites and/or communicating via such site can compromise their privacy and confidentiality. For this same reason, Dr. Terry requests that clients refrain from communicating with him via any interactive or social network websites.

AUDIO OR VIDEO RECORDING

Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phones calls, or any other services provided by Dr. Terry.

CANCELLATION

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, half of 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 Office Policies & Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them.

Client's Name (print) _____

Signature: _____ Date: _____