

## **POLICIES AND PROCEDURES AGREEMENT**

Welcome to The Clinic. The Clinic serves adults, children and families experiencing a wide range of challenges. We offer individual, family and group psychotherapy and medication evaluation and management. We will work collaboratively with you to establish treatment goals and will make every effort to help you enhance your well-being, improve your relationships and enrich your quality of life.

Psychotherapy is an interactive form of treatment and is beneficial for many patients. Your healthcare professional has had extensive training in evidence based treatment modalities that have been shown to be effective for a variety of problems. While often beneficial, in psychotherapy there is a risk that patients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness or other negative feelings. Most of these risks are to be expected when people are making important changes in their lives. Couples psychotherapy can also be difficult as the couple experiments with new ways of interacting and it may sometimes be disruptive to the relationship - making things feel worse before they get better.

### **Confidentiality**

Your confidentiality is extremely important and we take great care to protect your privacy. You may direct your provider, in writing, to share information with whomever you choose, and you can change your mind and revoke that permission at any time. The information you share with your healthcare professional will remain strictly confidential with a few exceptions as outlined below. Should these exceptions be put into effect, you will be informed by your healthcare professional, if at all feasible.

- Your confidentiality may be breached if you provide written authorization for your information to be shared with a third party.
- Your confidentiality may be breached if your provider has good reason to believe that you have intent and plan to harm yourself.
- Your confidentiality may be breached if your provider has good reason to believe that you have intent and plan to harm someone else.
- Your confidentiality will be breached if you share that a child, elderly person or dependent adult is in danger or is being abused.
- Your confidentiality may be breached when legally mandated by a court order.

Given the emphasis we place on protecting your privacy, if you happen to run into your healthcare professional outside of session, he/she may *not* acknowledge, say hello or talk to you. You are welcome to approach your provider but we will make every attempt to protect your confidentiality.

The Health Insurance Portability and Accountability Act (HIPAA) requires that we provide you with a copy of our Notice of Privacy Practices for use and disclosure of “protected health information” (PHI). The Notice of Privacy Practices explains: HIPAA, how HIPAA applies to your “protected health information” (PHI), and the ways we may use and disclose your PHI. By signing this document, you acknowledge that we have provided you with a copy of The Clinic’s Notice of Privacy Practices.

### **Professional Records**

The law and professional standards require that your healthcare professional keep treatment records. You are protected under the provision of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of your healthcare records. These records are encrypted and handled with special safeguards to insure confidentiality. If you, or someone acting on your behalf, request these records they will be provided upon written request. Your records may be reviewed, in session, with your healthcare professional.

If a third party such as an insurance company is paying for your treatment, it is typically required that you be given a diagnosis. A diagnosis is a technical term that describes the nature of your problem and something about whether it is a short-term or longer-term problem. If a diagnosis is used, your healthcare professional will discuss it with you and explain the nature, typical course and various treatment options for your diagnosis. All diagnoses come from the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition*.

### **Meeting Frequency and Duration**

Your fee for service will vary depending on the type of service provided, the length of the session requested and the provider with whom you choose to meet. Session length can vary from 30, 50 or 75 minutes and length of session is best determined collaboratively with your provider.

The frequency of sessions and number of sessions varies broadly depending on the individual and the problem for which they are seeking help. Some patients need as few as 3-4 sessions while others would benefit from longer-term care. You can discuss your needs with your provider. After completing a course of treatment, you may also schedule sessions monthly to “check-in” and ensure progress.

Phone and/or video sessions may be arranged with your individual provider on a case-by-case basis. Occasional phone calls of less than 10 minutes in duration will not be charged. Should the need arise for frequent phone check-ins or calls of more than 10-minutes in duration, you will be charged according to our session and fee schedule.

### **Fees and Insurance**

Fees are due when services are rendered. For your convenience, the credit or debit card that you provide upon intake will be billed automatically following your session. While The Clinic providers are out-of-network, we will submit insurance claims electronically at the end of each business day. You are responsible for following-up with your insurance company to ensure timely payment of claims that are covered with out-of-network benefits.

When requested, we are also happy to provide you with a monthly statement for your tax records. Depending on your financial circumstances and total medical costs per year, your treatment may be a tax-deductible medical expense and we encourage you to talk to your tax advisor. Please be advised, invoices for unpaid balances will be emailed to the email address on record. Should you wish to not receive emailed invoices, please notify your provider in writing.

While this is rarely an issue, should an invoice be greater than 60 days past due and arrangements for payment have not been agreed upon, we reserve the right to charge your credit card on file, and/or to use legal means to secure payment. This may involve hiring a collection agency or going to small claims court. If such legal action is necessary, its costs will be included in the claim. Only relevant billing information will be provided and only when necessary.

*Medicare Beneficiaries:* If you are receiving insurance coverage through Medicare, please be aware that The Clinic's providers are not contracted with Medicare and are excluded from Medicare reimbursement. Your signature below indicates that you accept full responsibility for payment of The Clinic's fees. Additionally, your signature indicates that you will not submit claims to Medicare for The Clinic's fees. Please note that Medi-gap or supplemental plans may or may not cover The Clinic's fees. You have the right to obtain services from providers who are covered by Medicare.

### **Cancellation**

The Clinic has a 48-hour cancellation policy. Scheduling an appointment with your healthcare professional reserves that time specifically for you; please inform your healthcare professional if you need to cancel or reschedule an appointment, just as soon as possible. Should you need to cancel within 48 hours of your scheduled appointment, you will be billed for the full amount of your session.

### **Video-Medicine**

For your convenience, The Clinic offers video-medicine sessions as a treatment option in lieu of standard office visits. Video-medicine sessions are held over a HIPAA compliant secure platform. If/when you schedule a video-medicine appointment, you will be provided with instructions on how to access the online session portal.

- You have the option at The Clinic to participate in video-medicine consultation with your provider, however video-medicine is not required.
- There are potential risks to this technology, including interruptions, and technical difficulties. You or your healthcare provider can discontinue the video-medicine consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.
- While our server is secure and the video platform is HIPAA compliant, we cannot guarantee your confidentiality due to our inability to control your server or the environment in which you are joining the session.
- The laws that protect the confidentiality of your medical information also apply to video-medicine.

- The dissemination of any personally identifiable images or information from the video-medicine interaction to researchers or other entities shall not occur without written consent.
- Video-medicine based services and care may not yield the same results nor be as complete as face-to-face service. If your provider believes you would be better served by another form of psychotherapeutic service (e.g. face-to-face service), you will be referred to a provider in your area who can provide such service.
- While you may benefit from video-medicine, results cannot be guaranteed or assured. The benefits of video-medicine may include, but are not limited to: finding a greater ability to express thoughts and emotions; and there may be a greater opportunity to prepare in advance for sessions.
- Billing is handled the same as if it were an in-office visit.

### **Availability**

The Clinic does not provide emergency services. Our healthcare professionals are available by appointment only. Phone calls are generally returned within 24 hours. If you do not receive a return call, please leave another voicemail with your provider, as there may have been a technological malfunction. Please do not use email for urgent communications including clinical emergencies. If you are having a medical or mental health emergency please call 911 or go to a nearby emergency room. You may also call a crisis line such as San Francisco Suicide and Crisis at 415-781-0500, Santa Clara 24-hour crisis line at 650-494-8420, or San Jose Psychiatric Emergency Services at 408-885-6100.

### **Electronic Communication**

Please be aware that emails (which may become part of your clinical record) and cell phone communication can be relatively easily compromised by unauthorized persons, which can compromise your confidentiality. If you choose to communicate with your healthcare provider via email or cell phone, it is strongly recommended that you limit such messages to scheduling inquiries. Please do not use email for urgent communications including clinical emergencies.

Due to computer or network problems, emails may not be received by your healthcare provider. If you have not heard from your provider within 48 hours of sending your message, please resend and/or leave a voicemail message. Please notify us if you would prefer to avoid or limit, in any way, the use of email, texts, cell phone calls, phone messages or faxes.

### **Goodness of Fit**

Finding a healthcare professional with whom you feel comfortable and with whom you believe you can work effectively is essential. While your provider may be an excellent clinician, they may not be a good “fit” for you. You have the right to ask questions about anything that happens during your session. You are also encouraged to ask your provider about their training, treatment approach and what other treatment modalities they think could be beneficial for you. You are free to end treatment or change providers at any time; we encourage you to bring this to the

attention of the provider with whom you are working. We are committed to serving our patients and will always work with you to help you find someone with whom you feel a goodness of fit.

We do not accept patients to whom we believe we cannot be helpful nor do we continue working with patients if we determine we are not being effective in helping them meet their therapeutic goals. If this is the case, we will discuss the rationale with you and refer you to a provider or providers we feel may be better able to support you.

### **Social Media / Contact Policies**

Your healthcare professional is not permitted to accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, etc.). Adding patients as friends or contacts can compromise your confidentiality and blur professional boundaries. If you have questions about this policy, please discuss them with your provider.

According to ethical standards and guidelines and to ensure your confidentiality, your healthcare professional is not permitted to have a relationship with you outside of your professional work together. Psychotherapy never involves any form of sexual or romantic contact before, during, or after the course of treatment.

### **Research, Training and Writing**

We recruit outstanding clinicians with a commitment to evidence-based care. As a result, most of our providers are published authors of scientific articles, and we aim to contribute to the evidence base through carefully conducted studies using de-identified data (meaning your name, address, or any other information that could identify you is not included) provided by consenting patients. Many of our providers also regularly write pieces for lay audiences. Your initials here gives The Clinic permission to use de-identified information about you and your treatment in any of these ways. If you do not initial, we will not use your information except as part of your direct clinical care.

\_\_\_\_ (initial) I give permission for data from my clinical record that does not identify me to be used for scientific research or training purposes.

### **Data Repository**

The Clinic requests permission to add data from your clinical record to a private research database. The research database will not include your name, address, or any other information that could identify you. The database will be used for scientific research about anxiety, depression, and other psychological difficulties in order to understand them better and treat them more effectively. You do not have to give permission for your data to be used in research. Declining to give permission will not affect your treatment with The Clinic in any way. **Your information will not be added to the data repository unless you initial below.**

\_\_\_\_ (initial) I give permission for data from my clinical record that does not identify me to be entered into the data repository.

## Risks of Opting for In-Person Services

You understand that by coming to the office, you are assuming the risk of exposure to the coronavirus (or other public health risk). This risk may increase if you travel by public transportation, cab, or ridesharing service.

## Concerns or Complaints

If you are dissatisfied with the services received, you are encouraged to discuss your concerns with your healthcare professional. Your provider will take your concerns seriously and will treat you with care and respect. If you are not satisfied with the resolution, you can contact the California Board of Psychology of the Department of Consumer Affairs at 1422 Howe Avenue, Suite 22, Sacramento, California 95825-3200. Or you may reach them at 866-503-3221.

By signing below, you acknowledge that you have read and understand the above policies and procedures.

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