

Gina Kramer, MFT

Therapy for Children, Adolescents and Adults

1434 Third Street, Suite #3A • Napa, California 94559 • 707-334-4704

OFFICE POLICIES & GENERAL INFORMATION
AGREEMENT FOR PSYCHOTHERAPY SERVICES

This form provides you with information that is additional to that detailed in the Notice of Privacy Practices.

I. 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 when disclosure is required by law. Most of the provisions explaining when the law requires disclosure are detailed in the Notice of Privacy Practices that you received with this form.

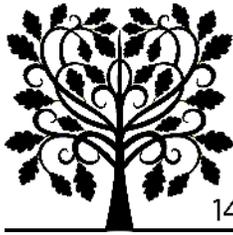
When Disclosure Is Required By Law: Some of the circumstances for which disclosure is required by the law are: 1) when there is a reasonable suspicion of abuse or neglect of a child, dependent or elder, abuse or neglect; and 2) when a client presents a danger to self, to others, to property.

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 me whenever possible. Further, in family or dyadic therapy, confidentiality and privilege do not always apply between the couple or among family members. I will use my clinical judgment when revealing such information and whenever possible, with the clients' permission. 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 an emergency arises during our work together, or soon after termination, during which I become concerned about your personal safety and/or the possibility of you purposely injuring someone else, 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 the needed medical care. For this purpose, I may also contact 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 in order to process the claims. If you so instruct me, 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. I have no control or knowledge over what insurance companies do with the information I submit 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 may 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 in the past been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, this could potentially jeopardize your privacy.

Confidentiality of E-mail, Cell Phone and Faxes Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication could be 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 easily be sent erroneously to the wrong address. ***Please notify me at the beginning of treatment if you prefer 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 for emergencies. If you initiate email/text contact with me, I will assume that you are giving me permission to respond accordingly.***



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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 that 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 nor your attorney, nor anyone else acting on your behalf, will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: I consult regularly with other professionals regarding my clients; however, your name or other identifying information would never be disclosed. Your identity remains completely anonymous, and confidentiality is fully maintained.

**Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful to you in any way.*

II. TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message on my voicemail and your call will be returned as soon as possible. I check my messages a few times a day, unless I am out of town. *If you need to talk to me outside of our appointment time, please bear in mind that you will be charged for time spent on the phone over 10 minutes in a one-week period. Likewise, when evening or weekend telephone support is indicated, you will be charged for calls of any length. This charge will be according to your contracted rate, based on the 50-minute hour. I am more than happy to schedule an additional session with you so that your needs are addressed appropriately.*

If an emergency situation arises, please indicate it clearly in your message. *If you need to gain immediate assistance, please call 911 or call Solano County Crisis Line @ (707) 421-6620 or Napa County Crisis Line @ (707) 253-4711.*

III. PAYMENTS: Clients are expected to pay the agreed-upon fee of \$150.00 at the end of each session unless other arrangements have been made. Site visits, report writing, in-person consultation (as requested by you) with other professionals, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments.

Clients who carry insurance should remember that rendered professional services are charged to the clients and not to the insurance companies. If agreed upon, I will be billing your insurance company for payment at the end of the month, but for any last-minute cancellations or no-show appointments, you will be responsible for the full payment of the session costs (for clients using insurance that includes both the co-pay and what would normally be covered by the insurance company). As was indicated in 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/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

IV. INSURANCE: Most insurance policies provide some coverage for mental health care, some more than others. Once you have provided me with your insurance card and intake information, my office will contact your insurance company to find out your mental health benefits and any managed care authorizations or reports they may require for payment, as well as your co-pay and deductible amounts, if any. However, many insurance companies require prior authorization for mental health visits, and I encourage you to find this out before you come to see me as you will ultimately be responsible for payment. When you call your insurance company, some good questions to ask are:



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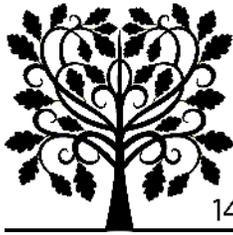
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1. **What are my mental health benefits?** Some people have 20 visits per year, others may have unlimited. Benefits vary based on your insurance company and specific policy.
2. **What is my mental health co-pay/deductible?** Co-pays for mental health are often different from regular doctor visits and the deductible may be or many not be applied.
3. **Is prior authorization required, and if so, how do I get it?**

V. INSURANCE AUTHORIZATIONS & MANAGED CARE: As stated above, the process for getting prior authorization can vary – some companies require a written referral from your primary care physician, others need only a phone call from you. Initial authorization is for a limited number of visits, usually three to 10, depending on your insurance. Before we have finished using the initial authorization, I will need to send your insurance company an outpatient treatment report that explains your issues, the treatment plan, progress, and expected time needed to complete treatment. A managed care professional at your insurance company will review my report and decide whether to allow more visits. Before we begin treatment, I will ask you to sign this document giving me permission to discuss these issues with your insurance company. I will not discuss them with anyone unless I have written permission from you to do so. I will provide you with copies of these reports upon request.

VI. 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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement between us. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Solano or Napa County, CA in accordance with the rules of the American Arbitration Association that are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue and there is no agreement on a payment plan, I may use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

VII. THE PROCESS OF THERAPY/EVALUATION: Participation in therapy can result in a number of benefits to you or your child, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward 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. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will encourage you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort including feelings of anger, sadness, worry, fear, etc. or anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result 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 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 therapy, 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 or your child. These approaches may include those from the psychodynamic, cognitive-behavioral, system/family, developmental, or psycho-educational perspectives.



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Your appointment will last 45-50 minutes. If I am providing services to your child, please do not drop him/her off in the waiting room without checking in with me first. I ask that you please be prompt in picking up your child after his/her appointment as I often have appointments scheduled each hour and would not want to risk leaving your child in the lobby unsupervised, unless specific arrangements are made with you.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation 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 ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments. It is important for you to know that you have a right to consider the possibility of incorporating psychopharmacological medication treatment to complement your therapy sessions. Should you desire more information about this option, please do not hesitate to inquire with me at any time.

Termination: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals that you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I would be happy to 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, I will assist you in finding someone qualified, and, if I have your written consent, I will provide the therapist with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer. I ask that you please inform me if you are thinking about reducing or ending therapy so that I will have the time to bring closure to the therapeutic relationship and process.

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that might impair my objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Napa and Vallejo are small towns and many clients know each other from the community. Consequently, you may bump into someone you know in the waiting room or into me out in the community. I will never acknowledge working therapeutically with anyone without your permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it in a manner that is difficult to predict. I ask that you please communicate with me if a non-exploitative and non-sexual dual relationship develops between us in a manner that becomes uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback. I will discontinue the dual relationship if I find it interfering with the effectiveness of the therapeutic process or your welfare and, of course, you can do the same at any time.

VIII. CANCELLATION: Because the success of therapy depends on the regularity and continuity of our meetings, the expectation is that you and I will meet consistently at the same appointment time each week, or as determine otherwise. *Unless you and I reach a different agreement, my full fee will be charged for sessions missed without 24-hour prior notification. Clients whose services are being covered by insurance will be expected to pay the full fee (co-pay plus the insurance company's portion of the fee) for appointments missed without 24 hours advance notice.* I ask that you please contact me @ (707)334-4704 24 hours in advance to permit me the opportunity to fill your slot.

