

Office Policies And General Information Agreement for Services

E.M.Goldman Clinical Group **Integrative Therapy Services**

This Document: (the Agreement) contains important information about the professional services and business policies of E.M, Goldman Clinical Group It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that provides privacy protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice which is part of this agreement explains HIPAA and its application to your personal health information. The law requires that obtain your signature acknowledging that E.M. Goldman has provided you with this information prior to the end of your session. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

Confidentiality: All information disclosed within the sessions and the written records pertaining to those session **are confidential.** The information may not be revealed to anyone without your consent, except where disclosure is required by law.

When disclosure required by law: Some of the circumstances where disclosure is required by law are: there is a reasonable suspicion of child, dependant or elder abuse; where a client presents a danger to themselves, others or property, or is gravely disabled.

When disclosure may be required: The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature related to this Agreement provides consent for those activities, as follows:

- We may consult other health and mental health professionals about a you case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.
- I also have contracts with legal and accounting professionals. As required by HIPAA, we have an agreement with these firms which requires them to maintain the confidentiality of this data except as specifically allowed by contract or by law. If you wish, I can provide you with the names of these organizations.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her/them, or to contact family members or others who can help provide protection. There are some situations where we are permitted or required to disclose information without either your consent or authorization, as noted above.
- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided you, such information is protected by the psychotherapist-patient privilege law. We cannot provide any information without your or your legal representative's written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. Disclosure may be required pursuant to a legal proceedings, if you place your mental status as issue in litigation initiated by you. The defendant may have the right to obtain our records and/or testimony by your therapist.
- If a government agency is requesting the information for health oversight activities, EM Goldman Clinical Group may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, We may disclose relevant information in order to defend ourselves, and each of the individual treating clinicians.

- If a patient files a worker's compensation claim, and we are providing services related to that claim, we must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission for the insurer.

In Couple or Family Therapy or when different family members are seen individually, confidentiality and privilege do not apply between the couple or family members. The clinicians contracted by E.M.Goldman Clinical Group will use their clinical judgement when revealing any information. EMG Clinical Group will not release any records unless authorized to do so by all adult members who are part of the treatment.

Emergencies: If there is an emergency during our work together or in the future after termination, where your clinician becomes concerned about our personal safety, the possibility of you injuring someone else or about you receiving proper psychiatric care, EMG Clinical Group will do whatever we can within the limits of the law to prevent you from injuring yourself or others and will work to ensure that you receive proper medical care. For this purpose we may also contact some of the people whose name and number you provided on your intake sheet.

Health Insurance and confidentiality of records: EM Goldman Clinical Group does not does not accept insurance assignment. Therefore, it is your responsibility to bill your insurance company for direct reimbursement. In order for us to set realistic treatment goals, it is important to evaluate your resources. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You are responsible for full payment of the fees. It is important that you find out exactly what mental health services your policy covers. Review your plan booklet or call your plan administrator. You should also be aware that your contract with your health insurance company requires that we provide information relevant to the services provided. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance carriers claim to keep such information confidential, I have no control over what they do with it once it leaves my office. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services privately to avoid the problems described above. IF you ask EMG Clinical Group to provide a superbill for your insurance, only the minimum necessary information will be communicated to the carrier.

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 matter which may be confidential in nature, it is agreed that should there be a legal proceeding (such as but not limited to, divorce, custody disputes, workers compensation, injuries or lawsuits) neither you (the client) nor your attorney, nor anyone else acting on your behalf will call on any of the EM Goldman Clinical Group to testify in court, or any other legal proceedings, nor will a disclosure of the therapy records be requested.

Telephone and emergency procedures: Due to our work schedule, We are often not immediately available by telephone. If you need to contact your clinician between sessions, please leave a voicemail message, and send a text or voicemail message. If an emergency situation arises please indicate that clearly in your message. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays and technical difficulties. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you cannot wait for us to return your call, contact your physician, the nearest emergency room and ask for the psychologist or psychiatrist on call, or call 911. Regarding emails, you may make use of this technology regarding non-urgent issues and scheduling changes. Be aware that the confidentiality of any email communication cannot be guaranteed. Do not use email for emergency contact. Electronic or voice communication containing therapeutic content receiving more than fifteen minutes weekly of my attention will be charged on a pro rata basis of my hourly fee.

Billing and payments: You will be expected to pay for each session at the time it is held. The standard fee of \$150.00 per 45-55 minute session is expected to be paid in full unless other arrangements have been made. EM Goldman Clinical Group accepts checks, VISA, MasterCard, American Express, Discover or cash for professional services. Payment schedules for intensive therapy will be agreed to when requested. Any additional fees for returned checks will be added to your account. Delinquent accounts may be referred to a professional agency for collection and credit reporting. If your account has not been settled within 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided and the amount due.

Mediation and Arbitration: All disputes arising out of, or in relation to this agreement to provide treatment services shall first be referred to mediation, before, as a pre-condition of the initiation of arbitration. The mediator shall be a neutral third party chosen by Erika Masak-Goldman and you. 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 Alameda County, California, in accordance with the rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue, unpaid, and there is no agreement on a payment plan EM Goldman Clinical Group can use legal means.

The Process of therapy, evaluation and treatment plan: Psychotherapy can have benefits and risks. Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships, resolution of specific concerns that led you to seek therapy. Working towards these benefits require active effort, involvement, honesty and openness in order to change your thoughts and behavior. Your clinician will ask you for your feedback and views on your therapy process and will expect you respond openly and honestly. Many times more that one approach will be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events feeling or thought can result in you experiencing strong feelings of anger, fear, sadness etc. or experiencing anxiety depression, insomnia. Your clinician may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations which 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 may result in changes that were not originally intended. Services may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. There is no guarantee that therapy services will yield positive or intended results.

Within a reasonable amount of time after the initial session, your clinician will discuss with you their working understanding of the problem, treatment plan, therapeutic objectives and their view of the possible outcomes of the treatment. If you have any unanswered questions about any of the procedures used in the course of therapy and their possible risks, your clinician's expertise in employing them, or about the treatment plan please ask, and your questions will be fully answered. You have the right to ask about other treatment options for your condition, and their risks and benefits. IF you could benefit from any treatment that we do not provide, we have an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first few meetings We will assess if we can be of benefit to you. We do not accept clients who, in our opinion, we cannot help. In such cases we will give you the names of competent referrals you can contact. IF at any point during treatment your clinician assesses that the treatment is ineffective in helping you reach your therapeutic goals, we are obligated to discuss this with you, and if appropriate, terminate treatment. In such a case, we can give you referrals that may be helpful. If you request it and authorize it, your clinician will talk with the new clinician 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, your clinician will be happy to provide them with essential information provided you give written consent.

Dual Relationships: Therapy never involves sexual or business relationships or any other dual relationships that impairs your clinicians objectivity, clinical judgement, therapeutic effectiveness that can be exploitative in nature.

Cancellations: Since scheduling an appointment involves a reservation of time, specifically you! A minimum of 2 days (48 hours) is required for rescheduling or canceling an appointment. Unless we reach another agreement, the full fee will be charged for the session without such notification.

I have read the above agreement, office policies and general information carefully. I understand them and agree to comply with them.

(signature)

(date)