**Office Policies & General Information**

**Agreement for Psychotherapy Services**

**Rob Fisher, MA, MFT**

621 Eucalyptus Way

Mill Valley, CA 94941

415 389-6340

License # MFT 22886

**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 (client’s) written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the 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 or when client’s family members communicate to me that the client presents a danger to others.

**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 initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. 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 s/he is authorized to do so by all adult family members who were part of the treatment.

**Emergencies**: If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever s/he can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper 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 or HMO/PPO/MCO/EAP in order to process the claims. If you instruct me only the minimum necessary information will be communicated to the carrier. I have no control or knowledge over what insurance companies do with the information submitted 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 big 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 database is always in question as computers are inherently vulnerable to break ins and unauthorized access. Medical data has also been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

**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 which 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 (client) 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 unless otherwise agreed upon.

**Consultation**: I consult regularly with other professionals regarding my clients; however, client’s identity remains completely anonymous, and confidentiality is fully maintained.

**E - Mails, Cell Phones, Computers and Faxes**: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. 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. Additionally my e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. My computers are equipped with a firewall, a virus protection and a password. Please notify me if you decide to avoid or limit, in any way, the use of any or all communication devises, such as e-mail, cell phone or fax. Please do not use e-mail or faxes for emergencies. My Vonage answering service transcribes and sends me an e mail of the voice file of all messages. These may be kept as part of your file.

**Records and Your Right to Review Them:** Both the law and the standards of my profession require that I keep appropriate treatment records. 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 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. **\*** 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 assess that releasing such information might be harmful in any way.

**Telephone & Emergency Procedures:** If you need to contact me between sessions, please leave a message on the answering service (415) 389-6340 and your call will be returned as soon as possible. I check my messages a few times during the daytime only, unless I am 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, 24-hour crisis line; Marin: (415) 499-6666; or the Police: 911. Please do not use e-mail or faxes for emergencies. I do not always check my e-mail or faxes daily.

**Payments & Insurance Reimbursement:** Clients are expected to pay the standard fee of $250.00 per hour session at the end of each session unless other arrangements have been made. I have some very limited sliding scale spots occasionally available. Please askTelephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify me 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 client and not to the insurance company. Upon request I will provide you with a copy of your receipt on a reasonable basis, which you can then submit to your insurance company for reimbursement, if you so choose. 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 dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**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 of myself and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Marin County, CA 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, I can 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 as and for attorneys’ fees. In the case of arbitration the arbitrator will determine that 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 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 expect 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 you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing 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. This 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, another family member views a decision that is positive for one family member quite negatively. 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. These approaches include, but are not limited to behavioral, cognitive-behavioral, psychodynamic, system/family, humanistic, psycho-educational or body oriented. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

**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, whom 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 obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case s/he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I 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, I will assist you in finding someone qualified, and if s/he has your written consent, s/he will provide her or him 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.

**Dual Relationships:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or therapeutic effectiveness or can be exploitive in nature. I will carefully assess before entering into non-sexual and non-exploitative dual relationships with clients. Mill Valley is a small town and many clients know each other and me from the community. Consequently you may bump into someone you know in the waiting room or me out in the community. I will never acknowledge working with anyone without his/her written permission. Many clients choose me as their therapist because they know me before they entered into therapy and/or were aware of my stance on the relevant issues. Nevertheless, I will discuss with you, my client/s, the often-existing complexities, potential benefits and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client’s, responsibility to communicate me if the dual relationship 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 you find it interfering with the effectiveness of the therapy or your welfare, and of course you can do the same at any time.

**Somatic Psychotherapy:** Our bodies are a great resource to us. If we listen to our bodies, we can derive valuable information that may not otherwise be consciously available to us. In the body-mind model of therapy or body-oriented psychotherapy, we pay attention to the sensations and emotions that are experienced in the body. This type of psychotherapy recognizes the relationship and interconnectedness between what ís going on in our minds with what ís going on in our bodies.

There are different ways of working with the body in body-oriented psychotherapy. Many of them make use of awareness -- focusing your awareness on and paying attention to sensations and emotions in your body, posture, movements and gestures. Another dimension of working with the body includes the use of touch. There are a variety of schools that recognize and work with the mind-body interface through touch.

The particular form of touch used by Hakomi Body Centered Psychotherapy is used at specific times during therapy to either support the body and/or to facilitate a deepening of experience. The type of touch used in Hakomi is very respectful. It is not massage nor does it involve any removal of clothing. It is non-invasive and is usually only done for short periods of time. It is always done only with your permission and cooperation.

If you are so interested, we can incorporate this particular form of touch into your therapy. It is, however, an option and your therapy can proceed effectively without it. Please feel free, at any time, to ask any questions you might have.

**Your Rights as a Client**: Your safety and comfort are my foremost concern. It is therefore important that boundaries are clear and honored in both bodywork and psychotherapy. To these ends, I unhesitantly support the ethical sanctions of my profession prohibiting any kind of sexual contact or activity between therapists and clients during the course of therapy. I am also legally bound by these sanctions. The methods of touch in which I have been trained are done consciously, non-sexually, and always with your consent. However, if you ever feel uncomfortable in any way, it is important that you communicate that to me. You always have the right to stop or change any procedure at any time for any reason. You always have the right to know, beforehand, what methods will be employed. You always have the right to ask, at any time, any questions that arise for you.

**Consent For the Use of Touch in Therapy**: By signing below you are acknowledging that you understand the following: that your therapy operates in a body-mind model and that within that model a specific method of touch is available to you. You have received and read the statements that explain body-oriented psychotherapy and which outline your rights as a client. You understand that touch, whenever used, is done consciously, non-sexually, and always with your consent. You further understand that you have the right at any time for whatever reason to modify or stop any methods of touch. You also understand that You may revoke, at any time, this agreement. Based on these understandings, You chose to incorporate the use of touch in my psychotherapy.

**Cancellation:**  Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, 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 Agreement, Informed Consent, Office Policies and General Information carefully, (total 4 pages) I understand them and agree to comply with them:

Client name (print) Date Signature

Psychotherapist Date Signature