

OFFICE POLICIES AND GENERAL INFORMATION

AGREEMENT FOR THERAPY SERVICES

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Confidentiality: All information disclosed within session 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 or may be required by law.

When Disclosure is Required by Law: When there is a reasonable suspicion of child abuse, dependent adult abuse, or elder abuse, by the client or someone the client reports knowledge of, I am mandated to report to Child Protective Services or Adult Protective Services. When a client presents a danger to self, and is unwilling to take other measures to ensure his or her own safety, or when a client presents a harm to others or is gravely disabled, I will report this to the proper authorities. Also, any information requested under the Patriot Act must be released.

When Disclosure May be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status in litigation initiated by you, the defendant may have the right to obtain records and/or testimony by the therapist. In couples and family therapy, I have a “no secrets” policy between the therapy participants, except in cases where physical safety may be compromised, or if in my clinical judgment it would be detrimental to reveal information another participant may have shared with me. I will not release records unless written consent is given or when mandated by legal or safety issues as stated above. If the client is a minor and is not the person authorizing treatment, I will reveal general information as requested by the person consenting to treatment unless it is detrimental to the minor client’s safety or well-being to do so.

Emergencies: If there is an emergency during our work together, or in the future after termination in which 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 I can within the limits of the law to prevent you from injuring yourself or others and to ensure you receive proper medical or psychiatric care. For this purpose, I may contact the authorities and/or the person(s) you have named as your emergency contact.

Health Insurance and Confidentiality of Records: Disclosure of confidential information may be required by your insurance carrier or HMO/PPO/MCO/EAP in order to process the claims.

I will only disclose the minimum necessary information; I have no control over or knowledge of what insurance companies do with this information or who has access to this information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or future ability to obtain health or life insurance.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with 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 nor your attorney, nor anyone else acting on your behalf will call on myself to testify in court or at any other proceedings, nor will a disclosure of therapy records be requested.

Consultation: I consult regularly with other professionals when necessary to give my clients better treatment, however, client's names and other identifying information is never mentioned and the client's identity remains completely anonymous.

Your Right to Review Records: I keep brief records of our sessions as required by law and the standards of my license. You have the right to review or receive a summary of your records, except in limited legal or emergency circumstances or when I assess that releasing that information may be harmful in any way. I will also release the records to an appropriate and legitimate mental health professional of your choice. The timeline for a review by you is 5 days after receiving a written request, or 10 days for a summary.

Telephone and Emergency Procedures: If you need to contact me between sessions, please leave a message at (415) 306-3944 and I will return your call as soon as possible. I check my phone a few times a day. If an emergency situation arises, please indicate it clearly in your message or text. If you need to talk to someone right away or after business hours or on the weekend, please call the Marin General Hospital Crisis Unit (415) 499-6666 (available 24 hours), or 911.

Payment and Insurance Reimbursement: Clients are expected to pay for services at the end of each session unless other arrangements have been made. Telephone conversations, site visits, reading records, special travel, etc., will be charged at the same rate unless indicated or 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 know that the services are rendered and charged to the clients, not to the insurance company. It is your responsibility to ascertain whether your insurance covers any services, and I will prepare a bill at the end of the month that you may submit for your own reimbursement, if applicable.

As was indicated above, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Also be aware that not all issues/conditions/problems which are the focus of psychotherapy are reimbursable. It is your responsibility to verify the specifics of your coverage.

Mediation and Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall 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 the client. 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 Marin County, 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 attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that let you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change your thoughts, feelings, and behavior. I will ask for your feedback and views on your therapy, its progress, and others aspects of the therapy, and I will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation in therapy, remembering or talking about unpleasant events, thoughts, and feelings can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experience 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 which can cause you to feel angry, upset, 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 decision about changing behaviors, employment, substance use, schooling, housing, relationships, etc. Sometimes a decision that is positive for one participant may be viewed negatively by another participant. 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(s) being treated and my assessment of what will best benefit you.

These approaches may include behavioral, cognitive-behavioral, psychodynamic, Solution-focused, existential, family systems, etc.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, I will discuss with you (client) my working understanding of the problem, the treatment plan, therapeutic objectives, and my view of the possible outcome(s) of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, the possible risks, my expertise in employing them, or about the plan or objectives, please ask and I will answer 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 will assist you in obtaining those treatments.

Termination: You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, or if I feel we have tried different ways to resolve your issues and they have not been effective, I will discuss this with you and terminate appropriately. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. . If I terminate you from therapy, I will offer you referrals to other therapists or sources of care, but cannot guarantee that they will accept you for therapy.

Dual Relationships: Therapy never involves sexual or business relationships or any other dual relationship which impairs my objectivity, therapeutic effectiveness or is exploitative in nature.

Cancellation: Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours is required for rescheduling or cancelling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies will not reimburse for missed sessions.

I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them.

Client name (print)

Date

Signature