Russell L. Wilkie, MA, LMFT
Licensed Marriage & Family Therapist
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OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR
PSYCHOTHERAPY SERVICES

DEFINITIONS: Throughout this Agreement, the words I, Me and My refer to Russell L. Wilkie, MA, LMFT, and the words You and Your refer to the client(s).

--Up to 5 clients can initial pages 1-4 and sign page 5.

CONFIDENTIALITY: Information disclosed in therapy sessions and the written records pertaining to those sessions are GENERALLY confidential and will not be disclosed unless the disclosure is mandated or permitted by law. You may choose to give me written permission to do so for referral purposes, etc. The following are examples of SOME of the reasons that disclosure may occur.

--When Disclosure **Is** Required by Law:

1. Where there is reasonable suspicion of anyone (inside or outside of therapy — outside could include neighbors, for example) is experiencing, a) child abuse or neglect, b) dependent-adult abuse or neglect, or c) elder abuse or neglect.
2. If there is reasonable suspicion that you are a danger to yourself, others, or property, or are gravely disabled.

--When Disclosure **May** Be Required by Law:
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 my psychotherapy records and/or require my testimony. In couple and family therapy, or when different family members are seen individually, confidentiality and the privileged disclosure of it do not apply between the couple or among family members. I will use my best clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who are part of the psychotherapy sessions in question.

--In the Event Of a Crisis:
If you are in need of immediate help during our work together, or even after we stop working together, where I become concerned about 1) your personal safety, 2) the possibility of you harming yourself, or someone else, 3) or you needing 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 that you receive proper care. For this purpose, I have your signature(s) on page 5 as approval to contact the emergency contact that you listed on the Personal Information Form, which you have also completed.

Initial for Client 1 _____ Client 2 _____ Client 3 _____ Client 4 _____ Client 5 _____

--Mental Health Insurance and Confidentiality of Records:
Disclosure of confidential information may be requested by your health insurance carrier or HMO/PPO/MCO/EAP for you to receive reimbursement for therapy. If you instruct me to disclose information, I will release only the minimum information necessary for you to receive reimbursement. I have no control or knowledge over what insurance companies do with the information I submit, or who has access to the information submitted. You are hereby notified that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy and possibly the future capacity to obtain health or life insurance. The inherent risk is because the information is entered into insurance companies' databases. The Health Insurance Portability and Accountability Act (HIPAA) is designed to give companies and the Federal Government access to your mental health and physical health records. Access to these systems may pose a risk to you.

--Litigation Limitation:
Due to the nature of psychotherapy, the sensitivity within it, and to protect your confidentiality, it is hereby 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 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:
To be ensured of support and ethical work, I regularly consult with other professionals in the field regarding my work; however, names and other identifying information are never revealed — identities and confidentiality are always maintained.

--Your Right to Review Records:
Both law and the standards of my profession require that I keep appropriate records regarding the nature and content of psychotherapy sessions. 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 situations, or if I assess that the release of information might be harmful. In such a case, as is appropriate, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all 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 doing so might be harmful.

THERAPIST VACATION:
I take about five weeks' vacation each year for my personal self-care. Generally, I give a month's notice of my plans and I rarely take more than 2 weeks off at a time. During the time I am away you will have access to a backup, licensed therapist that will cover for me.

TELEPHONE AND CRISIS PROCEDURES:
**If you need to contact me between sessions, my cell number is (408) 529-1975. I often answer it directly and I check my voicemail quite often, so I should get back to you quickly. If this does not occur, then please call the Santa Clara County suicide and crisis hotline at (855) 278-4204. Please keep this number with you.**

Initial for Client 1 _____ Client 2 _____ Client 3 _____ Client 4 _____ Client 5 _____

FEES AND APPOINTMENT LENGTH:

My fee is $200.00 for each 50-minute session. If you are late, we will still stop on time. Generally, my fee increases in January each year by approximately 3%.

PAYMENT:

Unless other arrangements are made, payment for services is expected at the time they are rendered. I prefer to be paid at the beginning of a therapy session so that we do not go overtime by writing a check or missing a checkbook, or having a credit card glitch at the end of a meeting, etc. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading of records, extended sessions, travel time, etc. will be charged at the same rate, unless otherwise agreed upon.

INSURANCE REIMBURSEMENT:

If you decide to use insurance reimbursement, please be aware that I will charge you, the client, directly for services, not the insurance company. This means that you are ultimately responsible for all payments. If you would like, I can provide you with a copy of a monthly statement/superbill of my charges, which you can submit to your insurance company for reimbursement. *Insurance companies do not always reimburse all issues/conditions/problems that are the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage.*

CANCELLATIONS:

Since scheduling an appointment involves time specifically for you, and because of the number of hours I work, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment, for any reason. Unless we reach a different agreement, the full fee will be charged for sessions missed or cancelled without the 24-hour notice. *Insurance companies do not reimburse for missed sessions.*

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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement between us. The cost of such mediation shall be split equally, unless otherwise agreed. If mediation is unsuccessful, any unresolved controversy related to this agreement will be submitted to and settled by binding arbitration in Santa Clara 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, if your account is overdue (unpaid) 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 an 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.

Initial for Client 1 _____ Client 2 _____ Client 3 _____ Client 4 _____ Client 5 _____

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES (cont.)

THE PROCESS OF THERAPY AND EVALUATIONS:
Participation in therapy can result in several benefits to you, including improving interpersonal relationships and resolution of the specifics that bring you to therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness so that you can change thoughts, feelings and behaviors. I will regularly ask you for your feedback and your views on your therapy, its progress and other aspects of the work, and I will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with certain situations and I may use different approaches if we discover that an approach is not working. During evaluation or therapy, recalling or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, etc. or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of thinking or handling situations, which can cause you to feel upset. Attempting to resolve issues that brought you to therapy may result in changes that you had originally not 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 or by friends. Change will sometimes be easy and fast, but more often it will be slow (and even frustrating) as breaking long-held patterns can be difficult. There is no guarantee that psychotherapy will yield positive results or intended results. During your therapy I may use approaches from various schools of thought, such as cognitive-behavioral, existential, psychodynamic, systems, developmental, attachment theory, psychoeducational or Eye Movement Desensitization and Reprocessing (EMDR).

--Discussion of Goals and Plans:
Within a reasonable time after our first meeting, we will discuss my working understanding of the problem, a plan of action, possible outcomes and a potential timeline. If you have any unanswered questions about any of the events in the course of therapy, possible risks, my expertise, or about the plan and goals, please ask and you will receive a full and honest response. You also have the right to ask about other approaches to resolution of your issues 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 interventions.

-Therapy Ending:
As noted above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not work with people who, in my opinion, I cannot help. In such a case, I will give you at least three (3) referrals that you can contact. If at any point during therapy I assess that I am not effective in helping you reach your goals, I am obligated to discuss it with you, and if appropriate, end our work together. If you request it and authorize it in writing, I will talk to a referral source 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 written permission, I will provide her or him the essential information needed. You have the right to end therapy at any time. If you choose to do so, I will offer referrals as noted above. If, in the unlikely event, that I become incapacitated, or die, a trusted colleague (and licensed therapist) from my *Emergency Response Team* will contact you on my behalf with a plan for your care.

Initial for Client 1 _____ Client 2 _____ Client 3 _____ Client 4 _____ Client 5 _____

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES (cont.)

-Dual Relationships:
Therapy never involves sexual or business relationships or any other dual relationship that impairs my objectivity, clinical judgment, therapeutic effectiveness or that can be exploitative in nature.

-Email Use: If you choose to communicate with me by email, then you release me from liability of lost and/or misplaced emails and emails that may be read by others. Also, to further protect confidentiality, please know that I do not respond to therapeutic issues by email. **If you would like to communicate by email, then please initial on the appropriate line below, to the right of the date on your signature line. ***

I have carefully read the above Office Policies; I understand them, and I agree to them:

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1. Client name (print) Client Signature Date * Email yes/no

______________________________________________

2. Client name (print) Client Signature Date * Email yes/no

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3. Client name (print) Client Signature Date * Email yes/no

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4. Client name (print) Client Signature Date * Email yes/no

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5. Client name (print) Client Signature Date * Email yes/no

Russell Wilkie, MFT

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Therapist Signature Date