

## Jacqueline Bonelli Smith, MFT

MFC 40277

### Psychotherapy

#### Office Policy Agreement

Welcome to my psychotherapy practice. The following pages provide you with information about the process of therapy and the policies of this office.

#### **Psychotherapy**

Psychotherapy is a choice. Helping you define and achieve therapeutic goals is the purpose of our collaborative work. Psychotherapy often involves learning about yourself – how to recognize, tolerate and respond to your emotional needs – and about the way you relate to other people on an ongoing basis.

Psychotherapy has both benefits and risks. The risks may include experiencing uncomfortable feelings such as sadness, anxiety, confusion or frustration. These feelings typically occur as a result of your discussing difficult aspects of your life, and they are a normal response to the process of therapy. The benefits are that it often leads to significant reduction of distress, a stronger sense of who you are, enhancement of relationships, closure of un-mourned experiences, and resolution of conflicts.

It does require consistent effort and a desire to change on your part. Your role will be to speak openly about your thoughts, feelings or symptoms at your own pace. I will be listening, asking questions, and offering new ways to look at or think about your experiences. If appropriate, I may also recommend that you seek additional services. For some people that means a consultation with a psychiatrist for medication, psychological testing, a visit to your primary care physician, or a support group. You may end psychotherapy at any time, but I would like to encourage you to bring up any thoughts you might have about the future of our sessions anytime.

#### **Our First Session**

The first few sessions typically involve an evaluation of your needs through gathering detailed information. By the end of the evaluation, I will offer you some initial impressions of what our work will include. It is important for you to evaluate this information as well as your level of comfort in working with me. Therapy involves commitment of time, money and energy, so it is crucial that you select a therapist with whom you can connect. If, through this initial evaluation either of us feels that we are not the best match, or that you need another type of service, I will help you with referrals.

#### **Length and Frequency of our Sessions**

Your therapy schedule – the length and frequency of your sessions – will depend upon many factors, including your level of distress, individual preferences, time limitations, and financial concerns. We will determine an initial plan and make adjustments as we go along, if needed. I offer 50 minute sessions on a twice-a-week, once-a-week and every-other-week basis. If you are late, we will end on time. If I am late, you will still receive 50 minutes of my time for the session. This may be provided during that session period, or added to another session at a later date.

**Confidentiality**

All information disclosed within our session 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.

**Confidentiality and the Treatment of Minors**

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's psychotherapy are often involved in their treatment. Consequently, in the exercise of my professional judgment, I may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with me anytime.

**Exceptions to Confidentiality**

I am *legally* required to disclose confidential information if you indicate that you seriously intend or plan to hurt yourself or another person, or if your condition is such that you are gravely disabled. When there is a reasonable suspicion of child, elder or dependent adult abuse or neglect, these suspicions must be reported. While it is my legal responsibility to report these incidents, I will support you through this challenging time in the event that these issues arise.

**Other Exceptions to Confidentiality**

Some exceptions to confidentiality include billing account management, managed care, worker's compensation claims, and disclosure to insurance and collection agencies. If you plan to bill your health insurance to reimburse you for your therapy, please be aware that many companies require private information about you, such as diagnosis, symptoms, treatment and response to treatment. This carries a certain amount of risk to privacy and to future capacity to obtain health or life insurance. Please refer to the Federal Health Insurance Portability and Accountability Act (HIPAA) form regarding the use and disclosure of your Protected Health Information (PHI).

Another exception to confidentiality is if you are involved in a litigation process. These situations are rare in my practice, but I want you to be aware that if your records are ever requested by the court, you will be notified, and I will claim privilege on your behalf. Only the essential information will be disclosed. It is important to know that if you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain your therapy records as well, and/or my testimony.

Emergency may also be an exception to confidentiality. If there is an emergency during our work together 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 I can within the limits of the law to prevent you from injuring yourself or others, and to ensure that you receive proper medical care. For this purpose, I may also contact the person whose name you have provided as an Emergency Contact on the biographical sheet.

In couple or family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the parties. Another limitation to confidentiality is clinical consultation with colleagues to better plan your treatment. In this case, your identity will remain completely anonymous.

**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 confidential, it is agreed that should there be legal proceedings (for example, divorce custody disputes, lawsuits, injuries, divorce, etc.), neither you (the 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.

### **Emergency Procedures**

You may leave messages for me at any time at my office number (619) 944-2375. I will return your message as soon as possible. I check messages throughout the day during *weekdays* and return calls up to 7 p.m., unless I am out of town. Those messages left after 7 p.m. Monday through Thursday will be returned on the following day. Those left after 4 p.m. on Friday are returned the following weekday. Occasionally I may be unable to return your call right away, but I will make every effort to reach you as soon as possible. *If an emergency situation arises*, please indicate it clearly in your message, and leave me your number, as I may not have it available at the time I return your message. If you need to talk to someone immediately, call the crisis access line at (800)479-3339. You may also choose to go to the emergency room at your local hospital.

### **Payment Information**

My standard fee is \$110 per session. You are expected to pay the agreed fee of \_\_\_\_\_ at the end of each 50 minute session, unless other arrangements have been made. All payments are to be made in the form of cash or check. Services provided outside of our session time (e.g., letter writing, progress reports) will be billed a flat fee of \$ 30 per hour, and will be discussed with you ahead of time.

If you are utilizing insurance to pay for your treatment, you are responsible for any applicable deductibles and co-payments at the time of service. By signing this contract, you agree that if you have not obtained all necessary authorizations from your insurance, or are not eligible at the time services are rendered, you are responsible for payment even if the determination is made after the services are rendered. If payments are not made, I reserve the right to utilize a collections agency for means of collecting the payment. In the event of a returned check for insufficient funds, you will be charged \$10 in addition to the amount of the check to cover banking fees. Please do not hesitate to notify me if any problem arises during the course of therapy regarding your ability to make timely payments. It is essential that financial difficulties not prevent you from obtaining the help you need. Although I provide a portion of my work at a reduced fee, these arrangements are in high demand. If I am unable to accommodate your financial limitations, I will assist you in finding alternatives.

### **Cancellation Policy**

Occasionally it may be necessary for you to miss a session. If you are unable to keep an appointment, please notify my office immediately. I will do my best to reschedule it for you. Since a consistent therapy schedule involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or cancelling your appointment. You will be charged \$60 for sessions missed without such notification, regardless of the reason of your cancellation. Most insurance companies do not reimburse for missed sessions, so I will not provide you with a billing statement in case of missed sessions.

### **Mediation & Arbitration**

By signing this office policy contract, you are agreeing that all disputes arising out 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 our mutual agreement, and the costs of such mediation 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 San Diego 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. Lawsuits are something that no one anticipates and everyone hopes to avoid. The method of resolving disputes by arbitration is one of the fairest systems for both patients and psychotherapists. Arbitration

Name: \_\_\_\_\_ Initials: \_\_\_\_\_

agreements between health care providers and their patients have long been recognized and approved by the California courts. You may still call witnesses and present evidence. Each party selects one arbitrator, who then select a third, neutral arbitrator. These three arbitrators hear the case. This agreement typically helps to limit the legal costs for both patients and psychotherapists. Further, both parties are spared some of the rigors of trial and the publicity that may accompany judicial proceedings. My goal, of course, is to provide psychotherapy care in such a way as to avoid any such dispute. I know that most problems begin with communication. Therefore, if you have any questions about your care, please ask.

Please feel free to ask me any questions you have before signing below. Your signature indicates that you have read and understand the above information, agree to abide by its terms during our professional relationship, and are consenting to treatment for yourself.

\_\_\_\_\_  
Signature of Client/Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Client/Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Clinician Signature

\_\_\_\_\_  
Date