

# OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

**Daniel R. Davis, MA, LMFT**

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Lic. #: MFT35938

***This form provides you (patient) with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis. (Revised 1/05)***

**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 Daniel Davis 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 Daniel Davis. 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. Daniel Davis will use his clinical judgment when revealing such information. Daniel Davis will not release records to any outside party unless 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 Daniel Davis becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever 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, he 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 Daniel Davis, only the minimum necessary information will be communicated to the carrier. Daniel Davis has no control or knowledge over what insurance companies do with the information he submits 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 in's and unauthorized access. Medical data has been also 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's) nor your attorney's, nor anyone else acting on your behalf will call on Daniel Davis to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Consultation:** Daniel Davis consults regularly with other professionals regarding his 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, Daniel Davis' e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Daniel Davis' computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers on a regular basis. Please notify Daniel Davis if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. Please do not use e-mail or Faxes for emergencies.

**Records and Your Right to Review Them:** Both the law and the standards of Daniel Davis' profession require that he keeps appropriate treatment records for at least 7 years. If you have concerns regarding the treatment records please discuss them with Daniel Davis. 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 when Daniel Davis assesses that releasing such information might be harmful in any way. In such a case Daniel Davis 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, Daniel Davis will release information to any agency/person you specify unless Daniel Davis assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Daniel Davis will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Daniel Davis between sessions, please leave a message on the answering service (408) 249-0014 and your call will be returned as soon as possible. Daniel Davis checks his messages a few times during the daytime only, unless he is 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 Suicide and Crisis Hot line (Santa Clara County): (408) 279-3312, Emergency Psychiatric Services (Santa Clara County): (408) 885-6100 or the Police: 911. Please do not use e-mail or Faxes for emergencies. Daniel Davis does not always check his e-mail or Faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$225.00 per 45 minute at the beginning of each session by check, cash, or credit card. Telephone 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 Daniel Davis if any problems arise during the course of therapy regarding your ability to make timely payments. Upon verification of health plan/insurance coverage and policy limits, your insurance carrier will be billed for you and your provider will be paid directly by the carrier. The patient/guardian will be responsible for any applicable deductibles and co payments. If you are not eligible at the time of service rendered, you are responsible for payment. 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, which are 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, Daniel Davis 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 Daniel Davis 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 should be submitted to and settled by binding arbitration in Santa Clara 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, Daniel Davis 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. Daniel Davis will ask for your feedback and views on

your therapy, it's 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. Daniel Davis 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, 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 a decision that is positive for one family member is viewed quite negatively by another family member. 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, Daniel Davis is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Daniel Davis provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Daniel Davis will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Daniel Davis' expertise in employing them, or about the treatment plan, please ask and you will be answered 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 Daniel Davis does not provide, he has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, Daniel Davis will assess if he can be of benefit to you. Daniel Davis does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a number of referrals who you can contact. If at any point during psychotherapy Daniel Davis assesses that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Daniel Davis 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, Daniel Davis will assist you in finding someone qualified, and if he has your written consent, 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, Daniel Davis will offer to provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Daniel Davis' objectivity, clinical judgment or or can be exploitative in nature. Daniel Davis will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. You may bump into someone you know in the waiting room or into Daniel Davis out in the community. Daniel Davis will never acknowledge working with anyone without his/her written permission. Many clients choose Daniel Davis as their therapist because they know him before they enter into therapy with him and/or are personally aware of his professional work and achievements. Nevertheless, Daniel Davis will discuss with you, his client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and 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 to Daniel Davis if the dual or multiple relationship become uncomfortable for you in any way. Daniel Davis will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) 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 of 3pages) I understand them and agree**

