

OFFICE POLICIES AGREEMENT

This form provides you with information that is in addition to that found in the Therapy Agreement, Contract & Consents form and the HIPPA Notice of Privacy Practices.

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. Most of the provisions explaining when the law requires disclosure were described to you in the HIPPA Notice of Privacy Practices that you received with this agreement.

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; and where a client presents a danger to him or her self, to others, to property, or is gravely disabled (for more details see also the HIPPA Notice of Privacy Practices form).

When disclosure may be required

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 the psychotherapy records and/or testimony by your psychotherapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use clinical judgment when revealing such information and will seek to discuss this disclosure with you in advance. Your therapist will not release records to any outside party unless so 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 therapy ends, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper mental health care, she will do whatever she 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, dhe may also contact the police, hospital, or the person whose name you have provided on the biographical sheet.

Health Insurance and Confidentiality of Records

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. Your therapist will disclose only the minimum necessary information to the carrier. Unless authorized by you explicitly, any psychotherapy notes will not be disclosed to your insurance carrier. Your therapist has no control or knowledge over what insurance companies do with the information she 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, and to future eligibility to obtain health or life insurance. In addition, computers are inherently vulnerable to break-ins and unauthorized access.

Confidentiality of e-mail, cell phone, and fax communication

It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access, and faxes can be sent erroneously to the wrong address. Please notify your therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves talking to your therapist about many matters that 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 Akira Stuckey, MA, LCMHC, to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation

Your therapist consults regularly with other professionals regarding his clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Voluntary Release of Information

Considering all of the above exclusions, if it is still appropriate, upon your request, your therapist will release information to any agency/person you specify unless your therapist concludes that releasing such information might be harmful in any way.

Telephone and emergency procedures

If you need to contact Akira Stuckey, MA, LCMHC, between sessions, please leave a message at 603-439-7711 and your call will be returned as soon as possible. Your therapist checks her messages at least daily (but never during the nighttime), unless she is out of town. Your therapist checks messages less frequently on weekends and holidays. If an urgent situation

arises, please indicate so clearly in your message. If it is an emergency call 603-357-4400 and ask for Emergency Services or call 911.

Payments and insurance reimbursement

Clients are expected to pay the standard fee of \$120 per 55-minute session at the time of each session unless other arrangements have been made. Telephone conversations, community visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at the same rate, unless indicated and agreed otherwise. Please notify your therapist if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that payment for professional services is ultimately the responsibility of the client. If your therapist is a provider for your carrier he can submit invoices directly to your carrier, after your payment of any deductibility or co-payment. When the client pays for the session and then seeks reimbursement from a third party, the therapist will provide you with a copy of your receipt, which you can then submit for reimbursement if you so choose. Not all issues/conditions/problems that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Cancellation

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, 50% of your regular fee will be charged for sessions missed without such notification. Please note that most insurance companies do not reimburse for these missed session fees.

Non-Payment of Fees, Mediation and 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 precondition of, the initiation of arbitration. In the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy

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. Attempting to resolve issues that brought you to therapy in the first place 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, your therapist 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 relational, dialectic behavior therapy, sensorimotor psychotherapy, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psychoeducational.

Discussion of treatment plan

Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you (client) her working understanding of the problem(s) or issue(s), treatment plan, therapeutic objectives, and view of the possible outcomes of treatment. If you have any concerns or unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's 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 your therapist does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Feedback Informed Therapy

Therapy works best when the client can let the therapist know what is working and what is not. To facilitate this, we have available brief client feedback forms that your therapist may ask you to complete before and/or after your sessions. These forms, and the feedback they produce, are designed to help you and your therapist work effectively towards your goals.

Transitions, Endings & Referrals

As set forth above, after the first couple of meetings, your therapist will assess if she feels working together can be of benefit to you. If working together does not seem advisable, she will give you a number of referrals that you can contact. If at any point during psychotherapy, your therapist assesses that she is not effective in helping you reach your therapeutic goals, she is obliged to discuss this with you and, if appropriate, to end treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, your therapist 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, your therapist will assist you in finding someone qualified, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to end therapy at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

Being an Outside Observer

After you are no longer regularly meeting with your therapist it is possible that your therapist may contact you in relation to someone she is working with who appears to be following in your footsteps. Sometimes it is useful for a current client when a former client comes in as an outside observer to their process of understanding their life. It is possible that you may be invited, with the client's permission, to be a part of this process.

Dual Relationships

Dual relationships are when a client and therapist know each other socially, through work, or in some other way, or have mutual acquaintances. While all dual relationships are not unethical or avoidable, they can often get in the way of therapy. Some dual relationships are strictly forbidden by ethical standards, such as all sexual relationships between clients and therapists, which can be exploitative, unethical and/or impair your therapist's clinical judgment. Your therapist will assess carefully before entering into any nonsexual and non-exploitative dual relationships with clients. This is a small community and many clients know each other and your therapist. Consequently, you may bump into someone you know in the waiting room or into your therapist out in the community. Your therapist will never publicly acknowledge working therapeutically with anyone without his/her explicit permission. It is possible that you and your therapist may have mutual acquaintances but that your therapist will not be able to acknowledge this, due to confidentiality. Your therapist will discuss with you any relational complexities when they arise, so long as confidentiality allows. Dual or multiple relationships can sometimes 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 to your therapist if any dual relationship becomes uncomfortable for you in any way. Your therapist will always listen carefully and respond accordingly to your feedback. Your therapist will discontinue a dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

KEEP THIS DOCUMENT FOR YOUR RECORDS