# Robert Herzog, PhD PSY33569 707-779-9162 robertherzogtherapy@gmail.com

Welcome. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have before you sign them or at any time in the future.

### PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems, but there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be successful, you will have to work on things we discuss outside of sessions.

## CONFIDENTIALITY

For the most part communications between you and I are confidential, which means they will be held in strict confidence unless you provide written permission to release information about your treatment. There are exceptions to confidentiality. Some of the circumstances where disclosure is required or may be required by law include the following: 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 a client's family members communicate to the therapist that the client presents a danger to others. Disclosure may also 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 the therapist. There are other exceptions to confidentiality related to legal proceedings and billing, which I will discuss with you if they pertain to your care.

If you participate in marital or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. However, it is important that you know that I utilize a "no-secrets" policy when conducting family or marital/couples therapy. This means that if you participate in family, and/or marital/couples therapy, that information communicated outside of session, or in an individual session, may be brought into couples/family therapy. Please feel free to ask me about my "no secrets" policy and how it may apply to you.

#### APPOINTMENTS

Generally, appointments are approximately 55-minutes in duration, once per week at a time to which we mutually agree. Fees for this service are billed at \$200/therapy hour. Depending on your specific needs, sessions may be more or less frequent. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I require a minimum of 24-hours notice. If you miss a session without canceling, or cancel with less than 24-hour notice, my policy is to collect the amount of my full session fee. If you are unsure if you may need to cancel, it is best to communicate with me in advance. I make exceptions for this policy based on the reason for a late cancellation.

#### **PROFESSIONAL FEES**

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, cash, credit card, or via a virtual currency service, which can be discussed prior to your session. Any checks returned to my office are subject to an additional fee of up to \$30.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. In addition to weekly appointments, it is my practice to charge for other professional services that you may require such as report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. The rate for these services is \$200.00 per hour on a prorated basis. This can be discussed prior to any special request.

#### PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. I keep brief records noting the dates and times of your sessions, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, current symptoms, topics we discussed, your medical, social, and treatment history records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have ther forwarded to another mental health professional to discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. Copying, postage and other charges may apply.

# 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 nor your attorney(s), 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 unless otherwise agreed upon. Should your file be subpoenaed, and should you waive your right to confidentiality, it is my practice to recommend that a summary of treatment be provided instead of the complete file in order to protect your privacy. A fee of \$200.00/hour will be charged for the time involved in writing any reports, summaries or consultation with lawyers or other representatives involved in your case. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality.

# CONTACT OUTSIDE OF SESSION/EMERGENCIES

Telephone consultations between office visits are welcome. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed within regularly scheduled sessions. For calls that exceed ten minutes, you may be subject to a partial or whole session fee depending on how long the call takes. If it is an emergency, such as suicidal thoughts or a traumatic incident, do not hesitate to call. Phone calls are the preferred method of communication between sessions. Texting is not suitable to psychological subject matter and should only be used to indicate if you are running late or need to reschedule. Please do not use email, fax or text to indicate an emergency. I will receive your message and be able to respond to you more quickly with a phone call.

You may leave a message for me at any time on my confidential voicemail at (707)779-9162. If you wish me to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Non-urgent phone calls are returned during normal workdays (Monday through Friday) within 24 hours. If you have an urgent need to speak with me, please indicate that fact in your message and please call Psychiatric Emergency Services at (800) 746-8181. In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.

# ENDING THERAPY

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your situation, treatment plan and the progress you achieve. It is a good idea to plan for your termination in collaboration with your therapist. Termination frequently includes a review of progress, plans to maintain your improvements, and avoid relapse, and an assessment of potential risks and opportunities related to your continued growth and wellness. You may discontinue therapy at any time. If you or I determine that you are not benefiting from treatment, either of us may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

# **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 the therapist and the 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 Sonoma 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, 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 proceedings shall be entitled to recover a reasonable sum to cover costs incurred and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

# OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, or national origin. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

# CONSENT TO PSYCHOTHERAPY

Printed Name of Client

Your signature below indicates that you have read this Agreement and agree to its terms.

Signature of Patient or Personal Representative

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Printed Name of Personal Representative

Description of Personal Representative's Authority:

Date:\_\_\_\_\_