



OFFICE POLICIES and GENERAL INFORMATION

CONFIDENTIALITY: POLICIES & LIMITATION

Under California Law, all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your verbal authorization and/or written consent except where disclosure is required by law.

Disclosure is most commonly required by law when you or another person identified by you is in eminent danger. Then we are legally and ethically mandated to communicate with third parties who can protect the endangered person regardless of your preferences. The most common situations for legal disclosure include hospitalizations because of suicidal or dangerously violent behavior; warning potential victims of homicidal intent; and contacting protective services because of neglect, abuse, or molestation of a child. If there is an emergency during our work together, or in the future after termination, and we are concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, we will do whatever we 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, we may also contact someone whose name you have provided for us in case of emergency.

Disclosure may also 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 staff at Clearwater.

In family, couples and child therapy, confidentiality and privilege do not apply between family members, although especially in the case of child and adolescent therapy privacy within the therapy relationship may be essential to treatment. Parents and guardians of minor-aged clients have the right and responsibility to question and understand the nature of the services provided to their children, and clinical discretion will be used to determine what is appropriate disclosure in these circumstances. In instances where the child or adolescent's judgment is not sound, and the risks they are incurring seem substantial, family members will typically be informed so that they can protect their children.

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process insurance claims. Whenever possible, only the minimum necessary information will be communicated to the carrier. We have no control over, nor knowledge about, what insurance companies do with the information they obtain, nor can we limit who has access to this information. You should 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. The risk stems from the fact that mental health information is entered into big insurance companies' computers which are inherently vulnerable to unauthorized or unwanted access.

It is important to be aware that 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. Faxes can easily be sent erroneously to the wrong address.

Because DBT therapy is complex and utilizes multiple providers, part of DBT treatment is for the DBT clinical team to meet on a weekly basis to review the DBT therapy being provided by each clinician on the team. All DBT therapists are thus informed about all DBT clients' therapy, and information is not typically confidential between DBT therapists.

WRITTEN RECORDS & REPORTS

Both the law and the standards of our profession require that we keep appropriate treatment records. 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 we assess that releasing such information might be harmful. In such a case, we will provide the records to an appropriate and legitimate mental health professional of your choice.

Upon your request, we will release information to any agency/person you specify unless we assess that releasing such information might be harmful. In the case of psychodiagnostic assessments we will typically provide you with a copy of the report before releasing it to third parties, even if you have already consented for your evaluator to communicate orally with those parties. In the assessment of minors, two reports are often provided: one more detailed and complete report for the principle readers, and one that is less inclusive for school records. Parents and legal guardians of minor-aged children are always entitled to a copy of the complete report, but under no other circumstances will a report be released to anyone else unless we have been given explicit written permission to do so. If there is information in a report that you are uncomfortable disclosing, you have the right to raise this concern and discuss whether that information should be included in the released report.

Please remember that legal guardians as well as any parent whose parental rights have not been terminated are legally entitled to the medical records of their child, including psychotherapy records.

TELEPHONE & EMERGENCY PROCEDURES

For clients who are in individual therapy with a DBT therapist at Clearwater, telephone coaching is part of the treatment, and you will be given a telephone number to call to reach your individual therapist for coaching. There is no charge for telephone coaching, unlike scheduled telephone appointments, which will be charged at the same rate as face-to-face therapy. However, providing telephone coaching is not a guarantee that your therapist will be available during any given crisis, and in a true emergency where you need to talk to someone right away and you cannot reach your therapist, you should call Alameda County Hot Line at 1-800-309-2131, or proceed to your nearest hospital emergency room.

Telephone coaching is not provided to individual clients participating in a DBT class but not receiving DBT therapy at Clearwater Clinic. Parents who are participating meeting at least twice a month with a Parent Coach at Clearwater will receive telephone coaching for themselves as well. In emergencies, DBT class members should contact their individual therapists, call the Alameda County Hot Line at 1-800-309-2131, call 911, or proceed to your nearest hospital emergency room.

APPOINTMENTS & CANCELLATION POLICY

Psychotherapy appointments are generally fifty minutes in length, with each therapist at Clearwater determining what days and hours they are at Clearwater. Sessions will occur at either our house at 345 38th Street in Oakland, or at the suite across the street (3803 Broadway, Suite 1), and you and your therapist should discuss clearly in which building you will meet. Psycho-diagnostic testing usually occurs in two to three hour blocks of time in the morning; for children this often necessitates missing school. Because scheduling an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for canceling an appointment without charge. If you cancel with less notice in a non-emergency situation, you will be charged the full fee. Please be aware that insurance companies rarely reimburse for missed sessions.

In addition, it is Clearwater's policy that you must attend 75% of your scheduled appointments, and not miss three sessions in a row, or you risk losing your appointment time. In some cases, Clearwater will recommend terminating treatment because of the high frequency of missed appointments and the resulting inability to provide effective therapy.

Clearwater serves many clients who engage in unsafe behaviors, and on site psychiatric emergencies can occasionally arise that interfere with your scheduled therapy appointment. Should this happen, your therapist will attempt to apprise you of the situation as soon as possible and reschedule your appointment. Because your time is valuable, if you are present for a session that your therapist cannot keep due to a psychiatric emergency, you will not be charged for that session, and additionally you will be given a free therapy session at Clearwater.

FEES & PAYMENTS

Clients are encouraged to pay the arranged fee (_____ per 50 minute individual session; _____ per DBT class) at the end of each session. If you agree to pay per session, and miss paying, therapy will be discontinued until your balance is cleared. Alternatively, with a current valid credit card number on file at Clearwater, you may arrange to pay for your DBT therapy once per month instead of at each session. For psychodiagnostic testing, half of the full fee is expected at the onset of the evaluation, and half at the conclusion. Typically, a report will not be released until the full fee has been paid.

The initial intake appointment will be billed at _____ to accommodate the extra time required to organize effective DBT therapy. There is then no additional charge for consultation with other professionals involved in your treatment at the beginning of treatment, or routine (usually 10 to 15 minutes per week) telephone coaching over the course of therapy. However, school or hospital visits, frequent and extensive consultation with other professionals involved with your family, report writing and reading, longer sessions, travel time, arranging for hospitalization, extensive weekly telephone contact and/or scheduled telephone sessions, etc. are subject to charge at a prorated therapy rate per fifteen minutes. Please notify us if any problem arises during the course of therapy regarding your ability to make timely payments.

We do not contract with any insurance carriers and do not bill insurance companies directly. Upon request, you will be provided with a statement at the end of each month that you may submit to your insurance carrier if you are eligible to receive reimbursements. It is your responsibility to verify the specifics of your insurance coverage and benefits before treatment begins.

CONSENT TO TREATMENT

For Individual Adult Clients:

I have read the attached Office Policies and General Information carefully, and I understand the policies outlined, and agree to comply with them. I give my consent to Clearwater Counseling and Assessment Services to evaluate and/or treat me.

Signature of Client

Date

For Minors:

I have read the attached Office Policies and General Information carefully, and I understand the policies outlined, and agree to comply with them. Furthermore, by signing this agreement, I understand that I am asserting that I am legally entitled to provide consent for treatment of this child. I therefore give my consent for Clearwater Counseling and Assessment Services to evaluate and/or treat

Name of client(s)

Signature of Client or Client's Guardian

Date

Signature of Client or Client's Guardian

Date

Signature of Client

Date