

DR. DINA ALTSHULER PSY. D.

PSY29745

Individual Psychotherapy Contract and Consent

This document contains important information about the professional services offered by Dr. Dina Altshuler, Psy.D. (“I” or “me”) and my business policies. Please read it carefully and ask me about any questions that arise. When you sign this document, it represents an agreement between us.

Introduction:

This agreement is intended to provide _____ (“Patient”) information regarding the practices, policies and procedures of Dr. Dina Altshuler, Psy.D. (“Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient.

Psychotherapy Services:

Psychotherapy is not easily defined in general statements as it varies person to person. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that may cause you to feel upset, angry, depressed, challenged, or disappointed. Additionally, attempting to resolve the issues that brought you to therapy

in the first place may result in changes that were not originally intended. On the other hand, psychotherapy has also been shown to have benefits for people. Therapy often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. However, there are no guarantees of what you will experience. Progress depends on many factors including motivation, effort, and other life circumstances such as your interactions with family, friends, and others. The length of treatment varies depending upon the nature and severity of the problems as well as the preceding factors.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. After this evaluation, we can both decide if I am the best therapist to provide the services you need in order to meet your treatment goals. Throughout therapy, we will continue to assess whether these goals are being met and/or whether they require revision. Therapy involves a large commitment of time, money, and energy, so you should be very thoughtful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Your Rights as a Patient:

1. You have the right to ask questions about any procedures used during therapy.
2. You have the right to decide at any time not to receive therapy from me. If you wish, I will provide you with the names of other qualified individuals whose services you might prefer.
3. You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued.

Confidentiality:

In general, the privacy of all communications between a and a therapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions:

- There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about your treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I am required by law to file a report with the appropriate state agency.
- In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony in the case if he/she determines that the situation demands it.
- Federal Law under the Patriot Act states that when the federal government believes an individual to be a threat to national security, the government may access an individual's therapy records with a federal warrant. In the unlikely event that this occurs, I will not disclose to you that this event has happened.
- If I believe that you are threatening serious bodily harm to another, I am/may be required to take protective actions. These actions may include notifying the potential victim, contact the police, or seeking hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection.
- In the event that an account with me goes unpaid, it is legal for me to disclose your name, dates of sessions, and amount due to a collection agency, or small claims court as necessary.
- In the event I have an emergency, another clinician may need to contact you to notify you of a cancelled appointment. All mental health professionals are bound by the same rules of confidentiality.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at or next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney. If you request it, I will be happy to provide you with the relevant portions or summaries of the state laws regarding these issues

Meetings and Scheduling:

I normally conduct an evaluation that will last from 1–3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50–minute session (one appointment hour of 50–minute duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24–hour advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). If you would like to cancel the appointment, you must send me an email, text message, or call within 24 hours of the scheduled appointment.

Professional Fees:

The fee for your initial evaluation has been set at: \$_____. Subsequent treatment will be billed at a rate of: \$_____ per 50–minute session. If your session goes longer or if you are participating in intensive therapy (longer than 50 minutes), your fee for this service will be negotiated with your therapist and the amount agreed upon will be charged at the end of each session.

Payment methods accepted are cash, check, or credit card. The fee shall be paid in full at the beginning of each session. I will provide 1–month notice of fee changes. In addition to weekly appointments, I charge \$150.00 per hour for other professional services you may need, though I will break down the hourly cost if I work for fractions of an hour. For professional consultations with people whom you have asked or allowed me to speak to (physicians, schoolteachers, therapists etc.), I charge in quarter–hour segments (for calls that are more than 15 minutes). I also charge for time writing letters/reports about your case or reading extensive reports. I will notify you about these charges before beginning these activities. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party (because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding).

Billing and Payments:

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, the costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Insurance Reimbursement:

At this time, I do not accept your insurance. I may provide a monthly receipt that you can submit to your insurance carrier for potential reimbursement. Please let me know if you need a printed-up receipt ("superbill") and I will be happy to provide you with one. The form will include CPT codes and DSM-V diagnostic codes for the insurance company. Some insurance companies will not cover outpatient psychotherapy. Therefore, it is your responsibility to contact your insurance company prior to the initial appointment to inquire about reimbursement.

Please note that if you choose not to use your insurance, and I am under contract with that particular carrier, you will be waiving any right to reimbursement. If you have any questions about this, please do not hesitate to ask for clarification.

Cancellations/Missed Sessions:

A scheduled appointment means that span of time is reserved only for you. Cancellations must be made 24 hours in advance; otherwise, you are responsible for the full session fee. If you are late your appointment will still have to end on time for the courtesy of my next patient and the fee remains the same because your fee is based on the amount of time reserved, not the amount used.

Please initial here to acknowledge this policy: _____

Professional Relationship:

In your best interest, and following the Board of Psychology 's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend or socialize with any of my patients. I can never have a sexual or romantic relationship with any patient, during or after the course of therapy. I cannot have a business relationship with any of my patients, other than the therapy relationship. To respect your privacy, if I see you in the community, I will not acknowledge you unless you have first acknowledged me.

Professional Records:

The laws and standards of my profession require that I keep treatment records. Such records are the sole property of the therapist. Should you request a copy of my records, such a request must be made in writing. I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. You will be charged an appropriate fee for any professional time spent in responding to information requests.

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 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, 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. If I am called to testify by another party, you will be expected to pay for all of my professional time, including preparation and transportation costs. I charge \$250 per hour for preparation and attendance at any legal proceedings.

Consultation:

I consult regularly with other clinicians. No identifying information is ever mentioned. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your child's clinical record.

Contacting Me:

I am often not immediately available by telephone. While I am usually in my office between 12pm and 6pm, I will not answer the phone while I am with a patient. When I am unavailable, my telephone is answered by voicemail, which I check frequently. I will make every effort to return your call within 1 business day, with the exception of holidays. I do not provide crisis care and I will not always be available. If you need to talk to someone right away, you can call the Police (911), the 24-hour Suicide and Crisis Service toll-free at 855-278-4204, or go to the nearest emergency room.

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if needed. Texting can be used for appointment scheduling only and is not appropriate for discussing clinical issues.

When you use email, text, cell phones, or computers for communication there are privacy risks such as emails being sent to the wrong recipient, accounts getting hacked, phone conversations being overheard, text messages being viewed by people other than the intended recipient, and computers getting stolen. Although these forms of communication add convenience and expedite communication, it is important to be aware that computers, e-mail, and cell phone communication can be accessed relatively easily by unauthorized people and this can compromise privacy and confidentiality. It is your choice if you would like to use these forms of communication. If you choose to do so, you assume all associated risk.

I understand the risks and I allow Dr. Dina Altshuler, Psy.D. to use e-mail and texting to send protected health information.

Patient – sign here to allow: _____

Digital and Social Media Policy:

I use social media in order to provide information regarding my services, share blog posts, and provide access to relevant articles regarding mental health and related topics. You are welcome to view my social media and read or share any articles or information posted there. I will not accept any friend requests from current or former patients on any social media sites, as this blurs the boundaries of the therapist and patient relationship and has the potential to compromise your confidentiality.

The professional organization that governs my license requires that clinicians do not use their professional relationships with patients to further their own interests. Any page on a social media platform, website, or other internet resource on which I am listed is NOT a request for a review, rating, or endorsement from you as my patient. Of course, you have the right to express yourself on any site you wish. However, be aware that I will not respond to any review or statement written by any current or former patients.

Social media sites (Facebook, LinkedIn, Twitter, etc.) are all public forums. Therefore, messaging from these sites is not secure. Additionally, I may not receive or read any messages sent to me through these mediums in a timely fashion. I request that you do not communicate with me through any social media sites. If you would like to contact me, please call (510) 698-2475 or email me dina@drdinaaltshuler.com.

If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour. If you have questions about this, please bring them up when we meet and we can discuss further.

Limited Warranty; Limitation on Liability:

I will perform services in accordance with applicable standards of professional conduct, but I make no warranties with respect to the results of my services. Except with respect to the foregoing, all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, prior oral or written statements by me or otherwise are hereby overridden, excluded and disclaimed. I WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR

INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. In the event I fail to exercise due care in providing services, the exclusive remedy and my sole liability, is, at my option, either the (i) waiver of the compensation for the services or (ii) providing duplicate services.

You will indemnify, defend and hold me harmless from any and all claims, liability, costs, damages and expenses, including without limitation attorneys' fees, arising out of or relating to the services provided by me under this Agreement brought by any third party except to the extent my actions are found to constitute professional negligence.

Ending Therapy:

You may end therapy at any time. A final session is strongly recommended for closure of our work together. If at any point during treatment I feel that I am not effective in helping you reach your therapeutic goals or if I believe that you could benefit from a treatment I cannot provide, I will discuss this with you and give you the names of other qualified professionals who may be better able to help you at that time.

If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to my transferring your records to another clinician who will assure confidentiality, preservation, and appropriate access to your records.

Your signature below signifies that you understand and agree to comply with the information in this document. This consent is in effect from this date, until treatment is terminated by either you or I.

Name of Patient	Signature of Patient	Date
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