



Peninsula Behavioral Health

providing evidence-based psychotherapy to the bay area

PSYCHOTHERAPY TREATMENT CONTRACT

Welcome to my psychotherapy practice at Peninsula Behavioral Health. This document contains important information about my professional services and business policies. Please read it carefully. **After you have reviewed this document, if you agree to the policies and procedures described, please sign it and return it to me. If you have any questions, please let me know at the beginning of the session so that we can discuss them.** When you sign this document, it represents an agreement between us and it will become part of the Clinical Record.

PSYCHOLOGICAL SERVICES

Psychotherapy varies depending on the particular problems you bring as a client and the orientation and approach of the therapist. It is therefore important that you take care in selecting a therapist that fits your style and goals. 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 general treatment plan. During this time, we can both decide if I am the best person to provide the services you need to meet your therapy goals. At the conclusion of the evaluation, referral to a more appropriate therapist may occur.

If we agree to initiate psychotherapy together, I will usually recommend one 45-minute session per week at a time we agree on. I frequently use Acceptance and Commitment Therapy (ACT) and Cognitive-Behavioral Therapy (CBT) as a psychotherapy approach. These treatments involve jointly setting treatment goals and weekly agendas, and discussing the techniques to be used as part of the treatment. There are many different techniques that may be helpful in dealing with the problems that you hope to address. If you have any questions about my procedures, we should discuss them whenever they arise. Psychotherapy calls for an active effort on your part. In order for the therapy to be most successful, it is recommended that you work on things we talk about both during our sessions and throughout the week.

Psychotherapy can have benefits and risks. Because therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, anxiety, or anger. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, the results of therapy cannot be guaranteed.

Because therapy involves a commitment of time, money, and energy, you should make sure you feel comfortable working with me. If you have questions about our work together, we should discuss them whenever they arise. If your doubts persist, I will be happy to provide a referral to another mental health professional.

PROBABLE LENGTH OF TREATMENT

The length of psychotherapy treatment varies considerably depending on the person and the nature of the person's problem. It is difficult, if not impossible, to accurately pinpoint the amount of time it will take to experience relief. Several factors contribute to the timeline, including

- The nature of the problem itself (simple vs. complicated)
- How long the problem has been a problem (recently developed vs. chronic or longstanding).
- How much support you have from significant others (substantial versus negligible)
- How much work you put into working with the problem outside of therapy.

For those seeking relief from troublesome but straightforward problems, therapy can be effective in as little as 8 to 12 sessions. For more complex issues, therapy may last several months to several years.

ENDING THERAPY

You may end therapy at any time. Generally, you will be the one who decides when therapy will end. When possible, I encourage you to make this decision in collaboration with me. However there are two situations in which I may decide the therapy will end. If I assess in my clinical judgment that I am not able to help you, I will inform you of this fact and refer you to another therapist who may meet your needs. Some reasons I may reach such a decision include (but are not limited to):

- I may recognize you are coping with a problem that is outside my scope of competence or expertise.
- I may become aware of an existing relationship with you, your family, a client, or a shared mutual friend that may interfere with my objectivity or role as your therapist. Due to confidentiality, I may not be able to disclose the nature of this relationship to you.
- I may become aware of another factor that would interfere with my role as your therapist, with my ability to maintain objectivity, or my potential to foster a sense of rapport with you.

If at any time, you engage in behaviors that threaten my safety (directly or indirectly), that harass me (verbally, physically, or electronically), or if you harass or threaten the safety of my office, colleagues, clients, or family, then I reserve the right to terminate our therapeutic relationship immediately. If I terminate you from therapy, I will offer referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

OTHER MENTAL HEALTH PROFESSIONALS

I share office space with other professionals at Peninsula Behavioral Health. However, my professional records are separately maintained from those other professionals and they cannot have access without your permission. On occasion I may consult with these or other professionals about cases. Such consultation is for the purpose of continuously working to improve the quality and effectiveness of my services. In the event that I consult with additional providers regarding general details of our work together, I will not use your name and will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. I will not tell you about these consultations unless I feel that it is important for our work together or you request otherwise. I will note all consultations in your Clinical Record.

FEES

You will be expected to pay for each session at the time it is held. You may pay by cash, check, PayPal, or credit card. The fee for a 45-minute session of individual therapy is \$205, though the discounted fee for payment forms that do not involve a processing fee such as cash, check, and certain types of PayPal transactions is \$200. Bills that are 60 days past due may be placed in collection; I will inform you before I take this measure so that you will have the opportunity to pay promptly. If such legal action is necessary, the costs associated with that action, including attorneys' fees, will be included in the claim and you agree to pay them. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

In addition to weekly appointments, I may charge the same rate (prorated according to length) for other professional services you need. Other services may include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, and preparation of records or treatment summaries. 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.

CANCELLATION AND TARDINESS POLICY

Once an appointment is scheduled you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, regardless of the reason for cancellation. I will make every effort to start our sessions on time. Sessions will end 45 minutes after the scheduled appointment time, even if you are late. If (on rare occasion) I have to begin our session late, I will make up the missed time in some mutually agreeable fashion (e.g., by extending the session, if convenient for you). If it becomes necessary for me to cancel an appointment with you with less than 24 hours notice, you will not be charged for the session and your next session will be provided free of charge.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will be considered an “out of network” provider. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. Your insurance company may reimburse you directly for fees you have paid.

Managed Health Care plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. Some managed care plans will not allow me to provide services to you once your short-term benefits end. If this is the case, I will discuss your options with you and do my best to help you find a provider with whom you can continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

CONTACTING ME

You may contact me or reach my voicemail at (650) 427-0819. I am often not immediately available by telephone. While I am in my office seeing other clients I probably will not be available to answer the phone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently during business hours. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that it is an emergency and you can't wait for me to return your call, contact your psychiatrist or family physician, or go to the nearest emergency room (e.g., Stanford Hospital ER: 650-723-5111).

SOCIAL NETWORKING AND WEBSITES

I do not engage in relationships via social media networks (Facebook, Twitter, LinkedIn, etc) with current or former clients. Ethical guidelines, as well as legal statutes of our licensing board have strict regulations with regards to dual relationships, confidentiality, and professional boundaries, which prohibit such contact.

CONFIDENTIALITY

In general, the privacy of all communications between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission. In most situations, I cannot even confirm to a third party that you are being seen in my practice unless you agree to this. However, there are a few exceptions. These situations rarely occur, and if this type of situation occurs, I will make every effort to fully discuss it with you before taking any action. Limits to confidentiality include:

- *To Protect You.* My primary concern is the safety of clients who are working with me. If I have reason to believe that you are at risk for injuring or killing yourself, I am legally and ethically required to work with you to prevent this from occurring. This may range from contacting family members or others who can help provide protection, arranging for hospitalization with your consent, or even, in the event of an emergency, facilitating involuntary hospitalization.
- *To Protect The Public.* In certain situations, I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, older adult (age 65 and older), or a dependent adult is being neglected or abused, I must file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I am also legally and ethically required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- *In Legal Proceedings.* Although I will make every effort to safeguard your privacy, your records may be subpoenaed by a court of law. In most legal proceedings, you may have the right to restrict access to information about your treatment. In some proceedings, such as those involving child custody and those in which your emotional condition is an important issue, it is possible that

a judge may order my records and/or testimony. Confidentiality may also be limited by other situations in which the law requires or directs that confidentiality does not exist.

COMPLAINTS

If you're unhappy with what's happening in therapy, or have a concern or complaint about your treatment, please talk about it with me so that I can respond to your concerns. I will take your criticism seriously, and with care and respect. If you continue to feel dissatisfied, you may file a complaint by contacting the Board of Psychology at: Board of Psychology. 1422 Howe Avenue, Suite 22 Sacramento, CA 95825. 1-866-503-3221.

Your signature below indicates that you have read the information in this document and agree to its terms.

Client Name (printed)

Client Signature

Date

Client Name (printed)

Client Signature

Date

I also certify that I have received a copy of the Peninsula Behavioral Health Notice of Privacy Practices detailing the provisions of HIPAA and my privacy rights.

Client Signature

Date

Client Signature

Date

CONSENT FOR EMAIL COMMUNICATION (optional)

If you wish to contact me for basic communication purposes or to schedule appointments, you may call or email me at jay@penbh.com. If you choose to email me, please note that email is not a secure means of communicating and the privacy of email communications cannot be guaranteed. I do not offer advice, therapy, or emergency care via email.

I understand that email is not a secure means of communicating, and the confidentiality of communication through e-mail exchanges is not guaranteed. I consent to mutual communication with Dr. Schulz-Heik via e-mail.

Client Signature

Date

Client Signature

Date