

Thomas Ciciarelli, Psy.D. – PSY17298
350 Parnassus Avenue, Suite 601. San Francisco, CA 94117. 415-767-5199

OFFICE POLICIES AND SERVICE AGREEMENT

Introduction

Welcome to my practice. This document contains important information about my professional services and business policies. Please take the time you need to review this form closely prior to signing, and do not hesitate to ask me any questions that may arise now or in the future. When you sign this document, it will represent an agreement between us about the terms of our work together.

Psychotherapy Relationship

Psychotherapy is not easily described in general statements. It can vary depending on the personalities of the therapist and patient, and the particular problems you bring forward. There are many different methods we may use to help 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 actively work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since, to be most helpful, therapy often involves discussing unpleasant aspects of your life, you may at times experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, improved coping skills, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first 2-4 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 might include if you decide to continue with therapy. You should evaluate my suggestions along with your opinion about whether you feel comfortable working with me. Therapy involves a significant commitment of resources, so you should be very thoughtful in choosing a therapist. If you have questions about my approach or qualifications, we should discuss them whenever they arise. If you have any persistent doubts about working with me, I will be happy to help you find another qualified mental health professional who may better suit your needs and with whom you may feel more comfortable working.

Meetings

I normally conduct an evaluation that will last from 2 to 4 weekly sessions depending on the nature and complexity of the problems you bring to treatment. 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 55-minute session per week, unless otherwise agreed. The time scheduled for your appointment will be assigned to you and you alone.

If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hours notice, my policy is to collect the full amount of your individual session fee or the allowed co-payment or cancellation fee amount if you are using insurance benefits. The missed session fee will be waived if we both agree that you were unable to attend an appointment due to circumstances beyond your control or if it is possible to reschedule the appointment for another time the same week. I will make every effort to reschedule the same week if possible, however my schedule does not always permit this flexibility.

Professional Fees

My standard private pay fee for a psychotherapy session is \$150.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payments must be made with a check or cash. I am not able to process credit card charges as payment. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Additionally, I make it a practice to reserve a limited portion of my practice hours at rates below my standard fee. Lower rates are dependent on financial circumstances and are negotiated on a sliding scale basis.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. 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. It is very important that you find out exactly what mental health services your insurance policy covers and what the reimbursement procedure entails. In order to process claims, I will need to collect some information about you and your insurance coverage at the beginning of treatment. For this purpose, I will ask you to complete a billing information form at the beginning of therapy.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “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. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need or desire more services after insurance benefits end.

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 very 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. I will provide you with a copy of any report I submit, if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above. However, some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who can help you continue your psychotherapy should you wish to continue.

Many insurance policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of each visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.

Billing Practices

Private Pay

If we have agreed to a private pay arrangement, the charge per session will be due at the time of each session. Payment must be made by cash or check made out directly to *Tom Ciccirelli, Psy.D.* In certain circumstances, such as if another party is paying for your treatment, I will be happy to set up a monthly invoicing by mail. I will provide you, or other responsible party, with professional invoices or receipts for all services provided.

Insurance Billing

In order for me to devote my time to patient care, I have contracted with a professional billing service to process all insurance claims. The way this works is that I will send the initial billing information you provide me to this service through a secure web-based portal that meets privacy and security standards set out by law. Once the billing company has the initial information in their system, they will be able to handle all issues related to billing your insurance company for treatment. After each session, I will send them the minimum information required by your insurance company to process the claim. This information typically includes your name, the date of service, the general type of service provided (e.g. "55-minute Psychotherapy Session"), and a diagnosis code. I have a contract in place with the billing service that requires them to maintain the privacy and security of your information to the highest standards required by law.

Although it is important that you understand any limits to your benefits prior to beginning treatment, the professional billing service I have hired will also be able to help determine eligibility for treatment and any limitations at the outset of our work together if any questions arise.

If you have any further questions or concerns about my billing practices, please feel free to ask and I will be happy to provide you with additional information.

Confidentiality

Your therapy will likely include discussion of very personal and private matters. Successful treatment depends to a degree on how open you can be about yourself – your ideas, feelings, and actions. So that you can feel free to talk openly with a psychologist, and so that your right to privacy is protected, the law and ethical standards make it a psychologist's duty to keep all patient information confidential. This means that, with some very limited exceptions (noted below), I cannot reveal information about your treatment to anyone else or send out information about you without your written permission. If you ever want me to share information with someone else (for example, with your family or medical provider), I will ask that you sign a written authorization form. We will talk about this before you sign any consent to release of confidential information.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, submitting required information to a professional billing service or insurance company, sending or faxing information to another provider at your request), it will be done in a manner that complies with the special safeguards required by HIPAA.

Exceptions to Confidentiality

There are some exceptions to confidentiality that you should know about. Please note that while most of these situations are rare, they are important for you to understand at the beginning. Exceptions to confidentiality include the following:

- If you threaten to harm someone else, I am required under the law to take steps to inform the intended victim and appropriate law enforcement agencies to the best of my ability.
- If you threaten to cause severe harm to yourself, I am permitted by law to reveal information to others if I believe it is necessary to prevent the threatened harm.
- If you reveal or I have reasonable suspicion that any child, elderly person, or dependent adult is being abused or neglected, the law requires that I report this to the appropriate county agency such as Child Protective Services or Adult Protective Services.
- If a court of law orders me to release information, I may be legally required to provide that specific information to the court.
- If you are or become involved in any kind of lawsuit or administrative procedure (such as worker's compensation), where the issue of your

mental health is involved, you may not be able to keep your records or therapy private in court.

- In order to provide you the best treatment I can, there may be times when I decide to seek consultation from another licensed mental health professional. In these consultations, I make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential, although the above exceptions to confidentiality apply to them as well. Similarly, when I am on vacation and unavailable, a licensed therapist covers my practice. I may inform the on-call therapist about any potentially urgent issues to facilitate your getting appropriate support should you need it in my absence.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any of your questions or concerns as soon as possible. The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you are in a situation in which you need advice regarding special or unusual concerns, I strongly suggest that you talk to a lawyer to protect your interests.

Professional Records

I am required to keep appropriate records of the psychological services that I provide. I keep brief records noting the time and date of sessions, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, general 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 or upsetting to untrained readers. For this reason, I may recommend that you initially review them with me in person before receiving a copy, or have them forwarded to another mental health professional of your choosing with whom you can discuss the contents prior to receiving them. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. 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.

Contacting Me

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. I do not have specified call-in hours. When I am unavailable, you may leave me a message on my confidential voice mail (415-767-5199), which I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays or if I am on vacation. If you are difficult to reach, please be sure to inform me of some times when you will be available and the best way to reach you by phone. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, 911, or the nearest hospital emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

I typically take off 4 weeks for vacation or professional meetings over the course of each year, and also do not typically work on federal holidays. I will always give you advanced notice of any planned absences from my work.

Other Rights

If you are unhappy with any aspect of your therapy, I hope you talk with me so that I can respond to your concerns. I encourage you to be open in providing feedback, and any concerns 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, national origin, or source of payment. You have the right to ask questions about any part 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 patients or with former patients.

Ending Treatment

If at any time during the course of treatment I determine I cannot continue, I will end treatment and explain why this is necessary. Ideally, therapy ends when we agree your treatment goals have been achieved. You have the right to stop treatment at any time. If you make this choice for any reason, and wish to continue therapy with someone else, I will be happy to provide you with referrals to other therapists if you wish. If you are considering stopping therapy with me, I encourage you to discuss your thoughts with me directly so that we can work together on a plan that is in your best interests. If you decide to end treatment, I will most likely recommend a final session so that we can discuss your decision together in person.

Professional ethics mandate that treatment continue only if it is reasonably clear you are receiving benefit. If you are meeting with another therapist, you must first end treatment with that therapist before I can begin providing services. If you remain in therapy with someone else and this becomes apparent after we begin, I am ethically required to end treatment. Other legal or ethical circumstances, while rare, may compel me to end treatment. In any such case, I will gladly offer you other appropriate referrals for continued care. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competence and professional experience.

Consent to Psychotherapy

Your signature below indicates that you have read this Agreement and my Notice of Privacy Practices (separate form) and both understand and agree to all terms therein.

Signature of Patient or Legal Representative

Printed Name of Patient or Legal Representative

Date _____

Description of Legal Representative's Authority (if applicable):

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