

Gudrun Zomerland, MFT

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

Disclosure Is Required By Law: (1) When there is a reasonable suspicion of child, dependent or elder abuse or neglect. (2) When a client presents a danger to self, to others or is gravely disabled.

Disclosure May Also Be Required: (1) When it is 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 psychotherapy records and/or testimony by me (Gudrun Zomerland, MFT). (2) When family members are seen individually as part of couples or family counseling, confidentiality and privilege do not apply between the partners or among family members. I will use my clinical judgment and discuss it with the individual should I decide that a particular issue needs to be revealed to the partner or other family members. I will not release records to any outside party unless I am authorized to do so by all adult family members who are or were part of the treatment.

Voluntary Disclosure: In order for me to do my best on your behalf, it may be helpful that I talk to other professionals involved in your care, i.e. your physician or psychiatrist. In that case, I will ask you to sign a "Release of Information" form.

Emergencies: If there is an emergency during our work together or after termination, and I become concerned about your personal safety, the possibility of you injuring someone or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, I may contact the person, whose name you have provided for emergency situation on the biographical sheet.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. I have no control or knowledge over what insurance companies do with the information I submit or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to your future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into computers of insurance companies and is being reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank data base is always in question as computers are inherently vulnerable to break-in's and unauthorized access.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a disclosure of potentially vulnerable information, 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.

Consultation: I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information is never mentioned. Confidentiality is fully maintained.

Your Right to Review Records: Both law and the ethical standards of my profession require that I 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 situations or when I assess that releasing such information might be harmful in any way. In the latter case, I will provide the records to a mental health professional of your choice for review.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message at **707-575-8468**, and I will return your call as soon as possible. If it is urgent, please call the above number and 415-446-5532. I check my messages a few times a day, except on weekends or when I am out of town (of which I will inform you in advance). If you need to talk to someone right away, you can call Psychiatric Emergency Services in **Sonoma County (707-576-8181)** or **Marin County (415-499-6666)** respectively.

PAYMENTS & INSURANCE REIMBURSEMENT: You are expected to pay the agreed upon fee. A session lasts 50 minutes. I charge for any additional time outside the office that exceeds 5 minutes based on my hourly fee. This includes phonecalls, reading emails, writing letters on your behalf, etc. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. If you carry insurance, please remember that professional services are rendered and charged to the client and not to the insurance company. Upon request, I will provide you with receipts of your payments on a monthly basis, which you can then submit to your insurance company for reimbursement. Please be aware that not all issues, conditions or problems, which are the focus of psychotherapy, are reimbursable. It is your responsibility to verify the specifics of your coverage.

MEDIATION & ARBITRATION: All disputes arising out of or in relation to the agreement of providing 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 you and me by consensus. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. 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 or Marin Counties respectively in accordance with the rules of the American Arbitration Association that are in effect at the time the demand for arbitration is filed. The prevailing party in arbitration

shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION: Participation in therapy can result in a number of benefits to you, including an improved sense of self, improved relationships and the resolution of any specific concerns that led you to seek therapy. Please be also aware, however, that remembering or talking about unpleasant events can result in feeling quite uncomfortable. The resolution of issues may produce changes in behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. To make sure that you get the best service I can provide, I will ask you from time to time for your feedback about our work together and would appreciate your honest response. During the course of therapy, I am likely to draw on various psychological approaches, including behavioral, psycho-educational, cognitive, psychodynamic, existential, control-mastery, developmental (adult, child, family), attachment theory and a feminist philosophy. I also may focus on your body via breath and internal awareness, on your dreams, or use guided imagery when I think it could be helpful.

Discussion of Treatment Plan: Throughout treatment, I will discuss with you my understanding of the problem, possible therapeutic objectives and outcomes of treatment. If you have any questions, please ask and I will answer you to the best of my ability. You also have the right to ask about other options for your condition and their risks and benefits. If you think that you could benefit from a type of treatment that I do not provide, I have an ethical obligation to assist you in obtaining the treatment.

Termination: If I determine that I am not the right person to help bring about the desired relief for your presenting issues, I will give you at least three referrals you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach your goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. Again, I would attempt to give you at least three referrals. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified. If you wish and with your written consent, I will provide him or her with the essential information needed. ***You have the right to terminate therapy at any time.***

However, I ask that you leave ample time to discuss the reasons why you wish to end the therapeutic relationship. If you wish, I will attempt to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: Therapy never involves sexual or business relationships or any other dual relationship that would impair the therapist's objectivity, clinical judgment or therapeutic effectiveness and would be exploitative and harmful for the client.

CANCELLATION: I require a 48-hour notification if for some reason you cannot come to a session. I will charge you with our agreed-upon fee for any sessions you cancel with less than 48

