

Information about My Practice and Agreement for Psychotherapy Services

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a separate Notice of Privacy Practices; you will find this information in the accompanying handout. Although this present document is long, it is very important that you read it carefully. We can discuss any questions you have about it at our next meeting. When you sign this document, it will represent a binding agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to help you 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. 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. But there are no guarantees of what you will experience.

INITIAL CONSULTATION

It is my custom to offer prospective patients an initial consultation at no charge so that we can evaluate your needs. By the end of the session, 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 this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about the way I work, 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.

MEETINGS

As previously mentioned, I normally conduct an initial introductory meeting, for which I do not charge. This meeting allows me to get to know you better in the privacy of my office; it also allows you to meet me and ask any questions you may have regarding my experience, training, and the ways that I conduct psychotherapy. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although sometimes we may agree to meet more or less frequently.

CANCELLATIONS AND LATENESS

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling your appointment. Your full fee will be charged for sessions missed without such notification. If you are requesting a bill from me to send to your insurance company, be aware that most insurance companies do not reimburse for missed sessions. Please let me know as soon as you know that you will not be able to keep your scheduled appointment. Canceling or changing your session with 24 hours notice allows for greater flexibility in scheduling and rescheduling appointments. I appreciate your consideration and understanding.

If you are running late for your appointment, please phone or email me as soon as you can to let me know you will be late. If I do not hear from you by 20 minutes into your session, I will call to check on you and may assume you do not plan to attend your session. If you are late for your session, we will still end at our regular time so that I have time to prepare for my next appointments and I can be on time for them.

PROFESSIONAL FEES

My hourly fee is \$175. In addition to weekly appointments, I may charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. The fee is to be paid at the start of each session unless other arrangements have been made. If you are late, we will end on time and not run over into the next person's session. An annual fee increase will occur every January and I will begin to remind you of this in October and November.

I have found it counter-therapeutic to allow clients to carry a balance of more than two sessions. If you are unable to pay a balance, we will discuss whether it makes sense to pause your care or develop another strategy so that you can avoid incurring additional debt. Please

let me know if any problem arises during the course of therapy regarding your ability to make timely payments.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am in my office, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that 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. If you are difficult to reach, please inform me of some times when you will be available. I often return calls late in the evening; please let me know if this will be inconvenient for you. You can email me regarding appointments or other administrative tasks, at drCraigKain@craigkain.com and I will return your email as quickly as possible. While I check my email frequently during the week, I do not often read email on the weekends. In addition, I have an emergency phone number (562-732-4437) that you may use to reach me in situations where you need a more immediate response, usually within an hour or two. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist 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.

SOCIAL MEDIA

This section outlines my office policies related to use of social media. It describes how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet.

Friending

I do not accept friend or contact requests from current or former clients on any social networking site (e.g., Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Following You Online

It is not a regular part of my practice to search for clients on Google or Facebook or other search engines. My reasoning is that I believe casual viewing of clients' online content outside of the therapy hour can create confusion in regard to whether it's being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. 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.

Extremely rare exceptions to this policy may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates)

becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

Following Me Online

The issue of privacy is one of the biggest challenges posed by the Internet. In many cases, it is expected that you will go about finding information about me online as part of your due diligence process in selecting a therapist. Appropriate ways of doing so include: checking out my professional web site (www.drcraigkain.com) or listings I may have on therapist directories (e.g., Psychology Today), exploring therapist review sites, and, searching the California Board of Psychology's web site to see if there any complaints filed against me.

I firmly believe that it is legitimate for you to want to learn about the people in whom who will place your trust and from whom you hope to learn. However, in rare instances, searching for information about me online may be considered intrusive. Examples of this include: searching for my home address, marital status or information about family members, etc.

If I find out that you have acted in an intrusive manner in regard to online searching, I will think about the clinical, ethical and legal ramifications. Depending on the level of intrusion my responses may include a discussion with you as to the meaning of your actions, a review of boundaries, immediate termination of our work together, or, as a last resort, some type of legal action.

Business Review Sites

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is not a request for a testimonial, rating, or endorsement from you as my client.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you

are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the Board of Psychology, which oversees licensing, and they will review the services I have provided.

E-mail

I believe that with respect to our work together, email is best used only to arrange or modify appointments or address other administrative issues. If you do need to email me content related to your therapy sessions please address these emails to drccraigkain@craigkain-secure.com, an email address that I maintain that is HIPAA compliant and secure. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you may become a part of your legal record.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by state law and/or HIPAA. However, there are some situations where I am permitted or required to disclose information without either your consent or authorization:

I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

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.

If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required), has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine if a court would be likely to order me to

disclose information. Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which 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 (i.e., clients) nor your attorneys, 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 protected health information (PHI), psychotherapy notes, or other form of psychotherapy record be requested.

If a government agency is requesting information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.

If you file a complaint or lawsuit against me, I may disclose relevant information regarding you and our work together in order to defend myself.

If you file a worker's compensation claim, I must, upon appropriate request, disclose information relevant to your (the claimant's) condition to the worker's compensation insurer.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about your treatment. These situations are unusual in my practice.

If I have knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.

If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.

If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.

If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to himself or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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 now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances in that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the accompanying handout "Notice of Privacy Practices." If I refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others) that I will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical record. [They also include information from others provided to me confidentially.] These Psychotherapy Notes are kept separate from your clinical record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS

HIPAA provides you with expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the handout "Notice of Privacy Practices" and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Legally, patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A patient over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such

services. However, if you are an unemancipated patient under 18 years of age, you should be aware that the law might allow your parents to examine your treatment records unless I determine that access would have a detrimental effect on my professional relationship with you, or to your physical safety or psychological well being.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually my policy to request an agreement with minors [over age 12] and their parents about access to information. This agreement provides that during treatment, I will provide parents with only with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Fees for other additional services will be agreed to when they are requested.

Although this has never happened in my practice, if your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I do have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. 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. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

I am not an in-network provider for health insurance plans, thus our agreement to work together represents a financial relationship solely between you and me. Even though I am not an in-network provider, your policy may still cover some portion of our work together.

If I have all of your necessary insurance information, I am happy to file your claim for you. It is your responsibility to be familiar with your insurance benefits. By law, insurance companies are required to pay each claim within 30 days of receipt. I attempt to file all insurance claims electronically so insurance companies should receive each claim within days of our session. You are responsible for all charges at the time of service, whether your insurance directly reimburses you or not. Should your insurance mistakenly reimburse me instead of you, I will send a refund or credit your account, whichever you prefer.

Please understand that I file insurance claims as a courtesy to my patients. I do not have a contract with any insurance company, only you do. I am not responsible for how your insurance company handles claims or for what benefits they pay on a claim. I, at no time, guarantee what insurance will or will not do with each claim. Ultimately, I am not responsible for any errors that may occur in filing or processing your insurance claim, but will make every effort to help you through this process. Once again, I file claims as a courtesy to my patients.

If you are a Medicare beneficiary, please note that I have opted out of Medicare as permitted by the Balance Budget Act of 1997 (Section 1802(b) of the Social Security Act.) This law allows me to enter into a signed private contract with you. Upon entering into a private contract with you, I may provide care to you and bill you at my usual rates for services that are ordinarily covered by Medicare. By entering into a private contract, you agree not to bill Medicare or ask me to bill or submit claims to Medicare. Because this contract is a decision on your part to give up Medicare coverage of and payment for, items and services furnished by me because I have opted out of Medicare, I urge you to carefully consider both its advantages and disadvantages. If you decide to make use of your Medicare benefits, I will do my best to refer you to other mental health professionals who have not opted out of the Medicare program.

MEDIATION AND ARBITRATION

All disputes arising out of or in relation to this agreement to provide 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 agreement of me (Dr. Craig Kain) and you (patient). 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 Los Angeles County, California in accordance with the rules of the American Arbitration Association which 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 as and for attorney's fees. In the case of arbitration, the arbitrator will determine the sum.

TERMINATION

Deciding when to stop our work together is meant to be a mutual process. Before we stop, we will discuss how you will know if or when to come back or whether a regularly scheduled "check-in" might work best for you. If it is not possible for you to phase out of therapy, I recommend that we have at least two termination sessions. I will look at your issues with you and exercise my educated judgment about what treatment will be in your best interest. Your responsibility is to make a good faith effort to fulfill the treatment recommendations to which you have agreed. If you have concerns or reservations about my treatment recommendations, I strongly encourage you to express them so that we can resolve any possible differences or misunderstandings.

If during our work together I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you and, if appropriate, terminate treatment and give you referrals that may be of help to you. If you request it and authorize it in writing, I may talk to the psychotherapist of your choice (with your permission only) 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. You have the right to terminate treatment at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

If you commit violence to, verbally or physically threaten or harass my office, my family, or me I reserve the right to terminate your treatment unilaterally and immediately. Failure or refusal to

pay for services after a reasonable time without a prior arrangement is another condition for termination of services. Please contact me to make arrangements any time your financial situation changes.

DUAL RELATIONSHIPS

Therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. It is possible that during the course of your treatment, I may become aware of other preexisting relationships that may affect our work together, and I will do my best to resolve these situations ethically, but this may entail our needing to stop working together, depending upon the type of conflict. Please discuss this with me if you have questions or concerns

COMPLAINTS

If you have a concern or complaint about your treatment, please talk with me about it. I will take your criticism seriously and respond with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can contact the Board of Psychology that oversees licensing, and they will review the services I have provided.

Board of Psychology
1422 Howe Avenue, Suite 22
Sacramento, CA 95825
1-866-503-3221
bopmail@dca.ca.gov

You are also free to discuss your complaints about me with anyone you wish and you do not have any responsibility to maintain confidentiality about what I do that you don't like since you are the person who has the right to decide what you want kept confidential.

I hope you've found this handout informative. Please let me know if you have concerns or questions about any of these policies and procedures or this agreement for working together in psychotherapy.