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OFFICE POLICY AND PROCEDURES

Welcome to my practice. My name is Marissa DeFeo, M.A. and I am a licensed Marriage and Family Therapist in the state of California (LMFT 100177). This document contains important information about my professional services and business policies. Please read it carefully and freely ask any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us.

I. PSYCHOLOGICAL SERVICES

Psychotherapy varies depending on the personalities of the therapist and patient, and the particular problems brought forward. There are many different methods that may be used to deal with the problems that you hope to address. However, in order for 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 benefits for people who go through it. 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.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, you will be offered the clinical impressions and a treatment plan to follow if you decide to continue with therapy. Assess 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 procedures, we should discuss them whenever they arise. If your doubts persist, you will be offered a referral to connect you to another mental health professional for a second opinion.

II. FEES AND APPOINTMENTS

Appointments are generally **45 minutes long if using insurance** and **50 minutes long if paying out of pocket**, and ordinarily take place one time per week. Your therapist holds your specific hour from week to week. Fee per session is **$195** for couple's & family therapy; **$160** for individuals. Fees are subject to annual review and adjustment.

Please note that phone contact between sessions (other than rescheduling) is billed at the pro-rated amount of a session. A minimum fee will be $35.00 for conversations lasting longer than 10 minutes. If you become involved in a legal proceeding that requires my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Due to the difficulty of legal involvement, I charge $500.00 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs and attendance at any legal proceeding. Non-legal issues such as letters, reports, or consults on your behalf are charged at $160.00 per hour. You will be notified in advance of any other charges.

******If you are unable to keep an appointment, you need to attempt to notify the therapist immediately by calling or texting at 949.791.9384. If an appointment is missed or cancelled without 24-hours prior notice, you will be charged in full for the session (See Financial Policy and Medical Insurance section).

III. CONFIDENTIALITY

Confidentiality and privileged communication remain the rights of all clients of professional mental health practitioners according to law. However, there are limits to such communication, some of which are mandated by state law. It is very important that you and those seeking therapy with you carefully read and understand the limits of confidentiality (see confidentiality policy). Client records will be maintained in accordance to California state law and up to seven (7) years after treatment has ended. For minors, records will be maintained up to seven (7) years after the individual has turned eighteen (18). Unless notified, all records/information in the therapist's possession/control will be destroyed or disposed of in a manner that preserves the confidentiality of the information in accordance with the applicable state of federal law.

IV. CONTACTING YOUR THERAPIST:

Voicemails are monitored frequently. As your therapist, I will make every effort to return your call within 24-hours after you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me about alternative ways to reach you. If you contact me outside of normal business hours (M-Th 10am-8pm), please be advised that I will return your call/email/text message/etc. during regular office hours on the next business day.

If it is an emergency, you are unable to reach me, and feel that you cannot wait for me to return your call, contact 911, or go to the nearest emergency room immediately and ask for the psychologist [psychiatrist] on call. Please do not use fax, text, postal service or email to communicate an emergency (Please see the last page for a list of emergency and mental health support resources. Additional resources can also be found on my website towards the bottom of the Home page). If I become unavailable for an extended period of time, you will be provided with the name of a colleague to contact, if necessary. You will be responsible for any charges incurred.

CONSENT FOR TREATMENT

CLIENT'S RIGHTS AND RESPONSIBILITIES

I authorize and request that Marissa DeFeo, M.A. (LMFT 100177) to provide psychological examination, treatment and/or diagnostic procedure, which now or during the course of my care as a patient are advisable. The frequency and type of treatment will be decided between my therapist and me. I understand that the purpose of these procedures will be explained to me and be subjected to my verbal agreement. I understand that there is an expectation that I will benefit from psychotherapy, but there is no guarantee that this will occur.

I understand that the maximum benefit will occur with consistent attendance and that at times I may feel conflicted about my therapy as the process can sometimes be uncomfortable.

In addition to my right to confidentiality, I have the right to end therapy at any time, for whatever reason without any obligation except for fees already incurred. I also have the right to question any aspect of my treatment with my therapist and to expect that the therapist will work with me to meet my needs for adjunctive or alternative treatment. I also have the right to expect that my therapist will maintain professional relationships with me, and not compromise the therapeutic relationship.

I have the responsibility to comply with the treatment plan set forth by my therapist. I understand that failure to comply is a condition to terminate treatment (i.e., lack of cooperation, failure to attend scheduled appointments, etc). I also understand that I am ultimately responsible for payment of any and all fees for services rendered.

PSYCHOTHERAPIST-PATIENT ARBITRATION AGREEMENT

Article 1: **Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: **All Claims Must be Arbitrated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the psychotherapist including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the psychotherapist or patient to collect or contest any medical fee shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any malpractice claims, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: **Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrator's appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity, which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.
The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05; however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: **General Provisions:** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

Article 5: **Revocation:** This agreement may be revoked by written notice delivered to the psychotherapist within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

CONFIDENTIALITY POLICY

Confidentiality and privileged communication remain the rights of all clients of professional mental health practitioners according to law. However, there are limits to such communication, some of which are mandated by state law. It is very important that you and those seeking therapy with you carefully read and understand the following limits of confidentiality.

DUTY TO WARN

California courts have held that if an individual intends to take harmful, dangerous or criminal action against another human being, or against himself or herself, it is the therapist's duty to warn appropriate individuals of such intentions. Those warned may include a variety of persons such as:

1. The person or the family of the person who is likely to suffer the results of harmful behaviors.
2. The family of the client who intends to harm him/herself or someone else.
3. Associates, friends of those threatened or making threats.
4. Law enforcements and medical emergency officials.

CHILD ABUSE

California state law mandates the reporting of suspected incidence of child abuse including physical abuse, sexual abuse, unlawful sexual intercourse, neglect, and emotional and psychological abuse. All actual or suspected acts of child abuse will need to be reported to the appropriate agencies. (Article 2.5 Penal Code 11165 and 11166).

"DEPENDENT ADULT" AND ELDER ABUSE

California law requires the incidence of "dependent adult" or elderly physical abuse reported to your therapist must also be reported to Californian authorities. (Welfare and institution Code, sec. 15630).

CASE EVALUATION/CONSULTATION

In order to ensure the best treatment possible for each client, the therapist may consult with other mental health or medical professionals regarding your case. Identifying information is left out during consultation.

FAMILY AND COUPLE THERAPY

Family members and couples may be seen at times univocally or conjointly. Information shared during these sessions or in related settings (e.g., telephone calls) is considered part of the overall family or couple therapy process and is not confidential from the other participating family members or partners. Your therapist will use this or her discretion in handling these matters. This is simply a "no secrets" policy. It is important that you understand this policy before treatment begins. It supports the therapist's belief that healthy relationships are built on openness and truth.

CHILD THERAPY

If you are under eighteen years of age, please be aware that the law may provide parents/legal guardian(s) the right to examine your treatment records. It is the therapist's policy to request an agreement from the legal guardian(s) that they agree to give up access to your records. If they agree, legal guardian(s) will be provided only with general information about minor's work in therapy, unless there is a high risk that minor will seriously harm him/herself or someone else. In this case, legal guardian(s) will be notified of the concern. Legal guardian(s) will also be provided with a verbal summary of your treatment when it is complete. Before giving them any information, the matter with minor, if possible, so as to handle any objections minor may have with what therapist is prepared to discuss. It should be noted, though, that when a child must be in psychotherapy, the success of the treatment usually requires that the child have some privacy and that the parents not be told everything that happens in the treatment.

PSYCHOTHERAPY GROUPS

Psychotherapy groups have to make special arrangements in regard to confidentiality. Although group member scan talk outside the group about anything that happens to them personally in the group, they still have to be careful not to say anything that might betray the confidentiality of other group members.

DESEASED CLIENTS

If a person dies while in psychotherapy or after psychotherapy, privilege transfers to the legal representative of the decease, as per CA Evidence Code 1013(c).

NEGLECT OF OUTSTANDING DEBT

In the event that a patient fails to honor, after reasonable efforts to collect, his/her debt, the therapist may place the account in the hands of an agency or attorney for collection or legal action. This will necessitate the release of pertinent demographic information as well as accounting information. **NO THERAPEUTIC INFORMATION WILL BE RELEASED**.

BILLING AND OTHER SUPPORT STAFF

The therapist may need to share protected information with certain individuals for both clinical and administrative purposes such as billing, scheduling and quality assurance.

CONFIDENTIALITY OF INSURANCE RECORDS

If you use health insurance to pay part of your therapy fees, or are a member of a manage care plan, your plan requires you to authorize release of all treatment records to plan representatives whenever you submit a claim for benefits. Most insurance companies require information regarding diagnosis, session format, date of onset and duration of symptoms, and dates seen in therapy. Manage care organizations may ask for much more information about you and your symptoms as well as treatment plan. It is common for manage care organizations, and some fee-for-service insurance plans, to require photocopies of individual session treatment records.

PRIVILEDGE COMMUNICATION

If you are involved in a court case or proceeding, you may prevent your therapist from testifying in court about what you have said in therapy sessions. Called "privilege," this allows you to allow or prevent your therapist from giving testimony, as you see fit. However, there are some situations in which a judge or court may require your therapist to testify. The following are **exceptions** to privilege communication.

- In a civil commitment hearing to decide if you present a danger to yourself or others.
- If your fitness as a parent is questioned in a child custody or adoption proceeding.
- During a malpractice case or an investigation of your or anther therapist by a professional group.
- If you are seeing your therapist for court-ordered evaluation or treatment.
- If you were to file a complaint or are a plaintiff in a lawsuit in which your therapist or Psychotherapy Associates as a practice is named as a defendant.
- If you were to file a complaint or are a plaintiff in a lawsuit in which you bring up the question of your mental health, you will have automatically waived your right to the confidentiality of these records in the context of the complaint or lawsuit. It is the therapist's policy, however, to release such information only with your written consent or a court order.

THERAPEUTIC CRIMINAL INVOLVEMENT

The State Law in the Evidence Code 1018 reads that "There is no privilege (confidentiality) under this article if the services of the psychotherapist were sought or obtained to enable or aid anyone to commit or plan to commit a crime or a tort or to escape detection or apprehension after the commission of a crime or a tort." (Evidence Code 1024, 1965. Chp. 299)

See CA Welfare & Institutions Code Section 5328 and Federal H.I.PA.A. Privacy Regulations

FINANCIAL POLICY AND MEDICAL INSURANCE

Thank you for choosing me as your therapist. I am committed to your treatment being successful. Please understand that payment of your bill is considered part of your treatment. The following is a statement of my Financial Policy, which you are required to read and sign prior to treatment.

I. 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. I am an in-network provider for **Magellan** Health Services (MHSA). Magellan represents many (but not all) Blue Shield of CA patients. If you have Magellan as your mental health service provider and would like to use your insurance to pay for psychotherapy, with your consent, I will contact your insurance company to verify your eligibility and benefits. I will then bill your insurance company for our psychotherapy sessions. However, I am unable to bill your insurance for a missed or canceled session (*see section IV below*).

   Please note that by consenting for me to bill your insurance for services rendered, you understand that I am required to disclose some but not all of your Protected Health Information (PHI) such as a clinical diagnosis and when requested, treatment plans & notes. I am happy to discuss this information with you at any time.

II. If you have a PPO health insurance policy, which is not through Magellan, I can provide you with a **Superbill**, which you may submit independently to your insurance company for reimbursement. However, please note that you (not your insurance company) are responsible for full payment of fees incurred. If you choose to seek reimbursement from your insurance company for your therapy sessions, it is very important that you find out exactly what mental health services your insurance policy covers and whether or not you must meet your deductible. For instance, you might have a limit to the number of sessions your insurance company will cover and/or your reimbursement amount may change based on your diagnosis.

III. You always have the right to pay for services yourself to avoid disclosure of information to your insurance company. **Full payment is due at the time of service**. For your convenience, I accept **cash, checks, Apple Pay and venmo.** A credit card will be kept on file in the event of a cancellation, which violates our 24-hour agreement.

IV. A twenty-four (24) hour cancellation policy is enforced. If you miss a scheduled appointment or do not cancel your session within that time limit, the **full fee** ($150 for individuals; $185 for couples & families) will be charged. Please note that **I cannot bill your insurance and you may not submit a Superbill to your insurance company for missed sessions.**

V. In the unlikely event that you submit a check as payment and your bank account has insufficient funds, thus resulting in a **returned check**, you will be charged a $15 returned-check fee in addition to a $35 inconvenience fee. These two fees as well as the original session fee will be charged to your credit card on file.

VI. If your account has not been paid for more than 30-days and arrangements for payment have not been agreed upon, we 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, its costs will be included in the claim. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

CLIENT INITIALS: _____

If you have any questions about the above information or any uncertainty regarding insurance coverage, please do not hesitate to ask. I am here to help.

CREDIT CARD AUTHORIZATION

When you make an appointment, I will block that time out for you, and in return request that you fill out a credit card authorization form. Your card will only be charged in the event of a cancellation less than 24 business hours in advance of your appointment, or for any services rendered without payment provided at the time of service.

I, _____, am authorizing *Seaside Counseling and Wellness* (on behalf of Marissa DeFeo, M.A.) to charge my credit card for services rendered OR in the event that I fail to show for a scheduled appointment, or do not give notification of my inability to attend a scheduled appointment at least 24 business hours in advance, as agreed to in the Treatment Consent Form. Furthermore, for outstanding payments of services rendered, I authorize *Seaside Counseling and Wellness* to charge my credit card for the full amount due. I will not dispute for sessions I have received or that I have not cancelled less than 24 business hours in advance. I further authorize Marissa DeFeo, M.A. to disclose information about my attendance/cancellation to my credit card company if I dispute a charge.

Card #:_____ Expiration Date: _____

CV#: _____

Name as Printed on Card: _____

Billing Address: _____
(Street, City, State & Zip)

Signature: _____ Date: _____
(*Client or financially responsible party)*

This form will be securely stored in your clinical file and may be updated upon request at any time.

Please note, your credit card **will not be charged unless** the following conditions apply: no-show for a scheduled appointment, cancellation less than 24 business hours in advance, returned check, or participation in treatment (e.g., appointment or phone session) without payment rendered.

I acknowledge that I have read, understood, and have been given an opportunity to clear any questions regarding the OFFICE POLICY AND PROCEDURES, NOTICE OF PRIVACY PRACTICES (HIPAA), CONFIDENTIALITY, ARBITRATION, FINANCIAL AND MEDICAL INSURANCE POLICIES & PROCEDURES:

_____	_____	_____
Signature (Patient, Caretaker, Guardian)	date	Relationship to Patient

_____	_____
Signature of assent if patient is a minor or dependent	date

Verification Statement of the Therapist

This document was discussed with the client and questions regarding fees, diagnosis, and treatment plan were discussed. I have assessed the patient's mental capacity and found him or her capable of giving an informed consent at this time.

_____	_____
Signature of Therapist	Date

Emergency and Other Mental Health Support Resources

24-Hour Suicide Prevention Line – 877-727-4747
Provides 24 hour, immediate, confidential over-the-phone suicide prevention services to anyone who is in crisis or experiencing suicidal thoughts

NAMI WarmLine – 877-910-9276
Provides telephone-based, non-crisis support for anyone struggling with mental health and/or substance abuse.

Trevor Lifeline (through The Trevor Project) – 866-488-7386
Provides crisis intervention and suicide prevention for LGBT youth.

***Additional resources can also be found on my website www.marissadefeo.com at the bottom of the Home page.*