

# KIRBY TEPPER, LMFT

## C A L I C E N S E # 4 8 9 4 7

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### OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

**This form provides you (patient) with information that is additional to that detailed information in the Notice of Privacy Practices. Below, “Kirby Tepper” and “Therapist” are used interchangeably. ‘Patient’, ‘You’, ‘Yours’ and ‘Client’ are used interchangeably as well.**

**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. Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form.

**When Disclosure IS Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also Notice of Privacy Practices form).

**When Disclosure MAY Be Required:** Disclosure may be required 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 the psychotherapy records and/or testimony by the custodian of records. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Therapist will not release records to any outside party unless authorized by **all** family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work when Therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychological care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, the law permits Therapist to contact the person whose name you have provided on the intake form as the emergency contact, without your verbal or written consent.

**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. If you so instruct Therapist, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. You understand that Therapist has no control or knowledge over what insurance companies do with the information submitted 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 future eligibility to obtain health or life insurance. will honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

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(Initials and date) Therapist \_\_\_\_\_ Date \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_

**Litigation Limitation:** 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 (client) nor your attorney, nor anyone else acting on your behalf will call on Kirby Tepper to testify in court or at any other proceeding.

**Telephone & Emergency Procedures:** If you need to contact Therapist between sessions, please leave a message at (323) 469-9068. Your call will be returned as soon as possible. Therapist will return calls within 24 hours during weekdays (Monday-Friday). Therapist is not available between 10 p.m. and 8 a.m. weeknights unless there is an emergency situation. Therapist will not return calls during the weekends unless there is an emergency situation. If an emergency situation arises, please indicate it clearly in your message and therapist will return the call as soon as possible. If you are having a medical emergency, or believe yourself to be in an emergency situation, call 911 without delay.

**Confidentiality Risks For E-Mails, Cell Phones, Computers And Faxes:** It is very important to be aware that computers, email, and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. This therapist's emails and data on her computer-like devices are password protected and not encrypted. Despite protective efforts, sometimes, laptops or computer-like devices (such as iPad/smart phones) may be stolen. When faxing, there is a possibility that faxes can be sent erroneously to the wrong address and computers. Please notify this therapist if you decide to avoid or limit, in any way, the use of emails, cell phones or faxes, or storage of confidential information on computers. If you communicate confidential or private information via email, this therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and s/he will honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

**MEDIATION & 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 Therapist and you. 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. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

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(Initials and date) Therapist \_\_\_\_\_ Date \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_