



MARCIA HILLARY, PHD
Psychotherapy, Coaching
AND HYPNOSIS

1024 Iron Point Road Suite 100 #1242
Folsom, CA. 95630-8013

916.990.7733
marcia@marciahillaryphd.com
www.marciahillaryphd.com
Psychologist License # PSY12057

OFFICE POLICIES and GENERAL INFORMATION

Welcome to my practice! Initiating a process of change can be intimidating; my goal is to assist you in your journey toward successful accomplishment of your goals. This agreement covers my office policies and general information about my practice. Please read this Agreement carefully and ask any questions about it before signing it. I suggest you keep a copy of this form for your records.

My normal practice is first to conduct a brief evaluation and history of your presenting issue or problem so we can develop treatment goals and a treatment plan, which will be subject to your verbal agreement. You and I will both decide if I am the best person to provide the professional services which you need or seek in order to meet your treatment objectives. The process of therapy involves commitment, time, energy, and money, yet there is no guarantee as to outcome. If you have questions about my office practices, treatment procedures, or anything else, be sure to ask.

Participating in psychotherapy has both potential benefits and potential risks. Benefits may include a significant reduction of distress, improved relationships, and resolution of the specific concerns that prompted you to seek therapy. Working toward these benefits requires clients' consistent attendance and effort. Working toward your treatment goals, including possibly remembering or discussing unpleasant experiences can bring on uncomfortable feelings like sadness, guilt, or anger. As your therapist I will ask questions that may challenge your assumptions and/or perceptions; I may suggest alternative ways to think about or deal with life events or circumstances. This may prompt you to feel uncomfortable, angry, frustrated. You may decide that making changes (in your behavior, or your job/career, or use of chemical substances, or relationships, or . . .) is not appropriate for you. It's also possible that you decide to make changes that other people in your life think are negative choices, which can be uncomfortable or confusing. Working to resolve issues between partners can also lead to discomfort and may result in changes that were not originally intended. Making changes can be frightening, or exciting, fast and easy, or slow and frustrating; making changes is often a process that occurs over time, unlike flipping a switch. There is no guarantee that you will achieve your intended results from therapy.

You have the right to ask about other potential treatments for your issues, including their risks and benefits. You have the right to seek a professional opinion from someone else (a second opinion), or to switch to another therapist. I will do my best to help you find a therapist who is qualified to offer the treatment you seek.

We discuss the probable length of treatment in our initial session, and periodically during subsequent sessions. Typically, termination occurs when you meet your goals. However, if I realize that you are not benefiting from sessions, I will bring this up for discussion; if you decide to seek treatment elsewhere I will do my best to assist you in obtaining that treatment. You have the right to terminate or to refuse therapy at any time without any obligations other than those already incurred prior to your termination (kindly provide a minimum of 24 business hours' notice).

APPOINTMENTS, CANCELLATIONS and APPOINTMENTS MADE BUT NOT KEPT (i.e., no-shows)

Psychotherapy sessions are 45-50 minutes in length, unless we agree to a different session length. Third-party payors (e.g., Employee Assistance Programs) usually pay only for 45-minute sessions. Scheduling an appointment means that professional time is reserved specifically for you. Sometimes appointments must be cancelled. Appointments cancelled with less than 24 business hours' notice and appointments that are made but not kept (i.e., no-shows) are charged the full fee (which could be the loss of an authorized EAP session). Any exceptions are at Dr. Hillary's discretion. I will notify you in advance of any anticipated lengthy time away from my office, and my out-going voicemail message also leaves instructions in such a circumstance.

If you need to contact me between sessions, please telephone my office and leave a message on my confidential voicemail; I will return your call as promptly as possible, but that may take several hours. I do not check for messages regularly outside of normal office hours. Please leave phone number(s) where I can reach you, and if you block private numbers, I may not be able to return your call. If a genuine emergency situation arises, please call 911. If your emergency is a mental health crisis, besides 911, call the nearest psychiatric hospital (e.g., Sutter Center for Psychiatry 916-386-3000) and then call me to inform me of the emergency. Please do this for true emergencies only.

Regarding **email**, please remember that email is not secure or confidential. I prefer that you contact me via telephone; however, if it is necessary for you to email me, then of course, do so. Please note that I do not check for emails regularly during the business day. All emails are retained in the logs of all Internet service providers (your Internet provider and mine) and they could be read by any system administrators. Emails are printed and become part of your treatment record.

PROFESSIONAL RECORDS

I maintain treatment records, as required by the laws and professional standards of my profession. You have a right to review your records. However, these records could be misinterpreted and/or upsetting if they are read by someone who isn't adequately trained to read them. If you wish to see them, I will review them with you. If you desire a treatment summary, I will provide one unless I believe that would be emotionally damaging to you. Please note that reviewing and/or summarizing your record is a professional service; you incur a fee for the time I spend in this professional activity.

CONFIDENTIALITY (please see my Notice of Privacy Practices, also)

All information disclosed during our sessions, and my written records pertaining to those sessions, is confidential. Information may not be revealed to anyone without your written permission, except where disclosure is required or allowed by law. Currently in California, clients determine what information is shared, who it is shared with, and when it is shared except for the following situations:

1. Regarding a minor (under age 18), the guardian(s) hold the privilege and guardian(s) decide what information can be shared and the circumstances for doing so. Guardian(s) can authorize disclosure despite a minor's protests.

2. I am required to disclose relevant confidential information in circumstances when there is a reasonable suspicion of child abuse or neglect, or elder or dependent adult abuse or neglect; when there is a reasonable suspicion that the client presents a danger of violence to others or where the client is likely to harm him/herself (or there is a threat to property) unless protective measures are taken; if a client is gravely disabled; and/or pursuant to a legal proceeding (e.g., if a legitimate subpoena is issued).

3. Sometimes I work with couples, and I may see members of the couple individually. Confidentiality and privilege may not apply in such situations. I will use my clinical judgment regarding revealing information. I will not release records to any outside party unless both adult members of the couple who have been treated authorize that.

4. If you seek reimbursement by any third-party payor (e.g., an Employee Assistance Program or EAP), you may be asked to waive your confidentiality in order for me to submit claims and receive payment for services. I provide only the specific information required. I have no control over how this information might be used. Submitting claims to a third-party payor does entail some risk regarding confidentiality, and may pertain to your future eligibility to obtain health or life insurance.

5. In situations where you place your mental status at issue in litigation that you have initiated, I might be required to disclose information. The defendant may have the right to obtain the therapy records I maintain about you and/or testimony.

6. It is always possible that someone unauthorized to review your confidential information may see an email message, over-hear phone calls, see information sent by facsimile (fax).

7. There is no privilege if the therapist or the client alleges a breach of duty arising out of the therapeutic relationship (Evidence Code 1020).

PAYMENT

Clients are fully responsible for payment for all professional services that are not paid by a third-party payor (e.g., EAP). Professional services may include therapy sessions, sessions cancelled with less than 24 business hours' notice, no-show sessions, extensive telephone calls between sessions, consultation with other professionals, reading or preparing reports or summaries, travel time, etc. EAPs and other third-party payors typically pay only for brief treatment, which might not be sufficient to meet your needs. The EAP (or other third-party payor) may determine not to pay for further services at any time. In such a situation, you may have to decide whether to continue treatment, and then take full responsibility for your own treatment costs. In the highly unusual event that you become involved in a litigation or other legal issue which requires my participation, you will be expected to pay for my professional time. My fee regarding legal issues (including preparation for deposition, etc.) is \$300 per hour.

Payment is expected in full at the time of service; in some situations, the payment expected at time of service is your co-pay or payment toward fulfillment of a deductible. I accept cash; checks (no third-party checks); Visa, MasterCard, American Express, and Discover credit cards; and debit cards with the Visa or MasterCard logo. With limited exceptions, I submit claims to insurance or EAPs only if I am on the provider panel. If you pay by check and your check is returned by your bank (i.e., a bounced check), the return-check charge is \$35 plus the amount already owed. If you use credit/debit cards to pay for my professional services, no dispute with me will be raised with, or adjudicated by, your credit card company; thus, credit card payments are non-refundable by or through the credit card company. I request photo identification to help protect your identity.

DISPUTES

If you are unhappy with how your treatment is progressing, or if you have any other issue to discuss, I hope you will bring it up during a session. If you think I've done something harmful or unethical, and you choose not to discuss it with me, you may contact the Board of Psychology (916-263-2699) or the American Psychological Association (800-374-2721).

Although highly unlikely, if a dispute arising out of or pertaining to this Agreement occurs between us and frank and honest discussion does not resolve the dispute, the dispute shall be submitted to non-binding mediation by a mediation service that we select. The cost of mediation shall be split equally. If we are unable to resolve the dispute through mediation, the unresolved dispute shall be submitted to, and settled by, binding arbitration in Sacramento County in accordance with the rules of the American Arbitration Association that are in effect when the demand for arbitration is filed. The prevailing party in arbitration shall be entitled to recover a reasonable sum for attorney's fees; the arbitrator will determine that sum.

Notwithstanding the paragraph above, if your account becomes overdue and we have not agreed to a reasonable payment plan, I may use legal means (e.g., collection agency, court) to obtain payment.

SOCIAL MEDIA (Friending, Following, Messaging, Interacting, Search Engines, Business Review Sites, etc.)

This section refers to use of the internet: how I conduct myself on the internet as a professional, as well as how you can expect me to respond to interactions we may have via the internet. New technology regarding the internet is being developed constantly, so I may need to update this section periodically. If that happens, I will provide you with a copy of my new policy.

I do not accept friend requests from current or former clients on any social networking site. Adding clients as friends blurs the boundaries of our professional relationship, and may compromise both confidentiality and privacy.

I may "tweet" on Twitter. I don't expect my clients to follow me on Twitter. If I realize that you have followed me on Twitter (or any other social media site) that may become a subject for discussion in our session, regarding how that might affect our working relationship. You are entitled to use Twitter, of course, and to follow anyone you choose. I will not follow you. I do not knowingly follow current or former clients on either blogs or Twitter (or any

other social media site). If you are concerned about your use of the internet and/or any social networking site, please bring that up for discussion in a session.

PLEASE do not use any mobile phone text messaging or messaging on any social networking site (including Facebook, Twitter, LinkedIn) as a means of contacting me! These sites are not secure, and I am unlikely to read any such messages regularly. Also, PLEASE do not use Facebook Wall postings or any other means of engaging (or attempting to engage) me via any public online service if we have a professional relationship. Any such messages could become part of your legal treatment record, and need to be documented and stored in your chart.

As noted earlier in this Agreement, if you need to contact me between sessions, the best way (and the most confidential way) is to leave me a voicemail message. Email is not secure, but if that is the best way for you to contact me, please do so and realize that it may be several hours before I am able to access email. Email messages are printed out and become part of your treatment record.

In rare circumstances (e.g., I have reason to suspect that you are in crisis or danger and I have not heard from you) I might use a search engine to attempt to find you or to find someone close to you to check on your welfare. Such a circumstance is highly unlikely and I will document this in your treatment record and discuss it with you at your next session.

There are sites that offer reviews of businesses, such as Yelp, Bing, Yahoo Local . . . Some of these sites allow people to read or write reviews of businesses, such as my business. Some of these sites add businesses (such as my business) without asking that business to be listed.

If you ever find my business listed on such a site, please realize that my listing is not a request for your testimonial, rating, endorsement, etc. In fact, the American Psychological Association Ethics Code Principle 5.05 states 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 such site. I cannot respond to any review on any of these types of sites, regardless of whether that review is positive or negative, or whether information contained in that review is accurate or inaccurate. That would be a breach of confidentiality. Moreover, I am unlikely to read any such review.

Using location-based services on your mobile phone may compromise your privacy. If you have GPS tracking enabled on your phone, or a passive LBS app enabled on your phone, others may surmise that you are in therapy due to regular check-ins at my office. Of course, you can use such services; just be aware that you may place your privacy at risk by “checking in” from my office.

I have read and understand the above paragraphs.

Client initials