

### **Office Policies and Consent to Treatment**

Welcome to my psychotherapy practice. I look forward to working with you. This document contains information about my professional services and practice policies. Review the following information carefully and please do not hesitate to ask me any questions that may arise. Signing this document will represent a professional agreement between us.

#### **Psychological Services/Process of Therapy:**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however requires effort on your part. Psychotherapy requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. Dr. Tabak will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. Dr. Tabak may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations that can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance abuse, schooling, housing, or relationships. All decisions about behaviors and actions are solely made by the client(s). Sometimes a decision that is positive for one family member can be 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. During the course of therapy, Dr. Tabak is likely to draw on various psychological approaches according in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include psychodynamic, existential, behavioral, cognitive-behavioral, systems/family, developmental (adult, child, family), or psychoeducational.

- A. Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, Dr. Tabak will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Tabak's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Tabak does not provide, she has an ethical obligation to assist you in obtaining those treatments.
- B. Termination: As set forth above, after the first couple of meetings, Dr. Tabak will assess if she can be of benefit to you. Dr. Tabak does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Dr. Tabak assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr.

- Tabak 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, Dr. Tabak will assist you in finding someone qualified, and, if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Tabak will offer to provide you with the names of other qualified professionals whose services you might prefer.
- C. **Dual Relationships:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Tabak's objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. Dr. Tabak will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. San Francisco and Marin Counties are relatively small communities, and many clients may know each other and Dr. Tabak from the community. Consequently, you may bump into someone you know in the waiting room or into Dr. Tabak out in the community. Dr. Tabak will never acknowledge working therapeutically with anyone without his/her written permission. Many clients choose Dr. Tabak as their therapist because they know her before they enter therapy with her and/or are aware of her stance on the topic. Nevertheless, Dr. Tabak will discuss with you, her client(s), the often-existing complexities, potential benefits, and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is you, the client's responsibility to communicate with Dr. Tabak if the dual relationship becomes uncomfortable for you in any way. Dr. Tabak will always listen carefully and respond accordingly to your feedback. Dr. Tabak will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client(s), and, of course, you can do the same at any time.

**Meetings and Cancellations:**

Once we establish an ongoing meeting time, I will reserve these hours for you and you will be expected to be financially responsible for each appointment. If you need to cancel an appointment, please let me know as soon as possible. If I am able to reschedule your appointment time, you will not be charged. For emergencies, I may be able to reschedule your appointment within the same week. Most insurance companies do not reimburse for missed sessions therefore clients will be responsible for paying Dr. Tabak's full fee should they miss a session without appropriate notice. If I must cancel a session, I will notify you as soon as possible so that we can reschedule.

**Fees and Payment:**

Clients are expected to pay the standard fee per session at the end of each session or by the 15<sup>th</sup> of the following month unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer travel time, etc., will be charged at the same rate, unless indicated and agreed otherwise. Please notify Dr. Tabak if any problem arises during the course of therapy regarding your ability to make timely payments. Fees will be periodically re-evaluated and adjusted with reasonable advance notice. Overdue or unpaid balances may result in the forwarding of your unpaid bill to a collection agency.

**Health Insurance:**

I currently accept insurance from a number of insurance panels. Please let me know about your health insurance and we can see if you qualify to use it to pay for therapy sessions. Many insurance companies subcontract their mental health benefits out to other insurance providers and while I may not directly cover your plan, you still may be able to use your insurance. Confirmation of mental health services through your insurance is not a guarantee of payment. If your insurance company denies payment, my office will do everything it can to address the situation and to obtain proper reimbursement. If your insurance company is ultimately not willing to reimburse for services, you will be responsible for any fees incurred during treatment, at the rate of reimbursement for your insurance company. If you choose to have me bill your insurance company, by signing below, you are authorizing me to release any medical or other information to your insurance company which is necessary to process claims and the payment of medical benefits. You are also authorizing me to submit insurance claims for the psychotherapy services I provide to you. If I am not a provider for your insurance company, you still may be able to get reimbursement for out- of-network mental health services. I will provide you with monthly statements that you may choose to submit to your insurer for reimbursement.

**Contacting Me:**

I check my messages several times throughout the day. You may leave me a message and I will make every attempt to return your call within 24 hours. In the event of a psychiatric emergency, you may call 911, go to your nearest emergency room, or call SF General Hospital Psychiatric Emergency Services at (415) 206-8125. When I am away from my office for holidays or other absences another therapist provides coverage for my practice. Contact information will be provided on my outgoing voicemail message. Though I prefer to be contacted by telephone, you may also email me to convey a simple message such as a need to cancel or change an appointment. You should know that confidentiality of email communication cannot be guaranteed and therefore it is best to monitor the content of your email closely.

**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, and except in any mediation or arbitration between client(s) and Dr. Tabak. Most of the provisions explaining when the law requires disclosure are described to you in the Notice of Privacy Practice that you received with this form.

- A. When Disclosure is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is reasonable suspicion of child, dependent or elder abuse or neglect that has not previously been reported; and where a client presents a danger to self, others, to property, or is gravely disabled (for more details see also Notice of Privacy Policies form).
- B. 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 Dr. Tabak. 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. Dr. Tabak will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment or unless pursuant to a subpoena in a court or judicial proceeding.

- C. Emergencies: If there is an emergency during our work together, or in the future after termination, where Dr. Tabak becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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.
- D. 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 Dr. Tabak 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. Dr. Tabak has no control or knowledge over what the insurance companies do with the information she submits 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. The risk stems from the fact that mental health information is entered into insurance companies' computers and is reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or the National Medical Data Bank database is always a question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a potentially vulnerable position.
- E. Confidentiality of E-mail, Cell Phones and Faxes Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify Dr. Tabak at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies.
- F. 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 client(s) nor client(s) attorney, nor anyone else acting on behalf of client(s) will call on Dr. Tabak to testify in court in deposition, or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.
- G. Consultation: Dr. Tabak consults regularly with other professionals regarding her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous and confidentiality is fully maintained.
- \* Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Tabak will release information to any agency/person you specify unless Dr. Tabak concludes that releasing such information might be harmful in any way.

**Mediation & Arbitration:**

All disputes arising out of or in relation to this agreement to provide psychotherapy services will 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 Dr. Tabak and client(s). If Dr. Tabak and client(s) do not agree to the selection of the mediator, then Dr. Tabak or client(s) may

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seek to have the Superior Court of the State of California, County of San Francisco, appoint a mediator. The cost of such mediation, if any, shall be split equally between Dr. Tabak and client(s), 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 without right of appeal in San Francisco, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. The cost of such arbitration, if any, shall be split equally between Dr. Tabak and client(s). Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Tabak can use legal means (court, collection agency, etc.) to obtain payment. Client(s) understand that by this agreement to resolve all disputes in arbitration, that client(s) are waiving the right to a jury trial and rights of discovery which are part of a court process.

**Complaints and Grievances:**

You may report unprofessional behavior or violation of the laws governing the practice of psychology to: California Board of Psychology, 1422 Howe Avenue, Suite 22, Sacramento, CA 95825-3200; phone: (916) 263-2699; email: bopmail@dca.ca.gov; web address: <https://www.dca.ca.gov/psychboard/secure/getpsych.htm>. You may report unethical behavior to: APA – Office of Ethics, 750 First Street, NE, Washington, DC 20002-4242; phone: (212) 336-5930; FAX: (202) 336-5997. You may report violations of the Privacy Rule of the Health Information Portability and Accountability Act (HIPAA) or of Dr. Tabak’s Notice of Privacy Practices to: Secretary of the US Department of Health and Human Services, 200 Independence Avenue SW, Washington, DC 20201.

**By signing, I acknowledge that I understand the attached information, have had the opportunity to discuss it and ask questions, have received a copy for my records, and consent to treatment.**

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Rate

OR

\_\_\_\_\_  
Name of Health Insurance Company

\_\_\_\_\_  
Signature of Client or Legal Guardian

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number(s)

\_\_\_\_\_  
Date of Birth

**Emergency Contact Information:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number(s)