

Phone: 707-479-2946 Email: Hollandpsyd@gmail.com

# Practice Policies & General Information Agreement for Psychotherapy Services or Informed Consent for Psychotherapy

# Welcome

I look forward to our work together. To ensure that it goes smoothly, it is important that you are aware of my policies and the limits to confidentiality. Please fill out these forms as completely as possible before our next session. I will be happy to go over any questions or concerns you may have.

#### **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 written permission except where disclosure is required by law.

# WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:

Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Dr. Holland) that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. 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. Jenny Holland. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr Holland will use her clinical judgment when revealing such information. Dr. Holland will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.



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# **EMERGENCY:**

If there is an emergency during therapy, or in the future after termination, where Dr. Holland 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. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

#### **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. Holland only the minimum necessary information will be communicated to the carrier. Dr. Holland has no control over, or knowledge of, what insurance companies do with the information s/he 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 capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

# LITIGATION:

Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature.

Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting Dr Hollands's disclosure of the records, Dr. Holland will do her best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")



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# **CONSULTATION:**

Dr. Holland consults regularly with other professionals regarding her clients, to ensure that you are receiving the highest standard of care. However, each client's identity remains completely anonymous and confidentiality is fully maintained.

# E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:

It's very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on Dr. Holland's laptop is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Dr. Holland's laptop is equipped with a firewall, a virus protection and a password, and he backs up all confidential information from his computer on a regular basis onto an encrypted hard drive. Also, be aware that phone messages are transcribed and sent to via unencrypted emails. Please notify Dr. Holland if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e- fax or via phone messages, 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 he will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

# **RECORDS AND YOUR RIGHT TO REVIEW THEM:**

Both the law and the standards of Dr. Holland's profession require that she keep treatment records for at least \_7\_ years. Please note that clinically relevant information from emails, texts, and axes are part of the clinical records. Unless otherwise agreed to be necessary, Dr. Holland retains clinical records only as long as is mandated by (California law. If you have concerns regarding the treatment records, please discuss them with Dr. Holland. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Holland assesses that releasing such information might be harmful in any way. In such a case, Dr. Holland will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Dr. Holland will release information to any agency/ person you specify unless Dr. Holland assesses that releasing such information might be harmful in any way.



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When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Holland will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

# **TELEPHONE & EMERGENCY PROCEDURES:**

If you need to contact Dr. Holland between sessions, please leave a message on my confidential voicemail. (707) 479-2946 and text me stating that your needs are urgent. I will respond as soon as possible. Dr. Holland checks her messages a few times during the daytime unless she is out of town. If an emergency situation arises and you need to talk to someone right away, call Psychiatric Emergency Services. Santa Rosa: (707) 576-8181 to access a 24-hour crisis line or call 911. Please do not use email for emergencies. Dr. Holland does not always check her email.

#### **PAYMENTS & INSURANCE REIMBURSEMENT:**

Clients are expected to pay the standard fee of \$165.00 per 45-minute individual session or \$185.00 per couples' session at the Beginning of the session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise.

Please notify Dr. Holland if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Holland will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/ conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Holland can use legal or other means (courts, collection agencies, etc.) to obtain payment.



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# THE PROCESS OF THERAPY

# **EVALUATION AND SCOPE OF PRACTICE:**

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. Holland 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 you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc.

Dr. Holland may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which 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 use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is 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. Holland 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, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/ family, developmental (adult, child, family), humanistic or psycho-educational. Art Therapy and Clinical Hypnosis. Dr. Holland provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

# **TREATMENT PLANS:**

Within a reasonable period of time after the initiation of treatment, Dr. Holland will discuss with you 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, the possible risks, Dr. Holland'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.



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# **TERMINATION:**

As set forth above, after the first couple of meetings, Dr. Holland will assess if she can be of benefit to you. Dr. Holland does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Dr. Holland either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non- responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Holland 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. Holland will give you a couple of referrals that you may want to contact, 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 and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Holland will provide you with names of other qualified professionals whose services you might prefer.

# **DUAL RELATIONSHIPS:**

Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Holland's objectivity, clinical judgment or can be exploitative in nature. Dr. Holland will assess carefully before entering into nonsexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Dr. Holland will never acknowledge working with anyone without his/her written permission. Many clients have chosen Dr. Holland as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Dr. Holland will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Dr. Holland if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Holland will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.



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# **AUDIO OR VIDEO RECORDING:**

Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Dr. Holland.

# **SOCIAL NETWORKING AND THE INTERNET:**

In order to protect your confidentiality and privacy, as well as the importance of our work together, I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites. I do have a few public pages: Dr. Jenny Holland on Facebook, is a great place to post insights or experiences. I also have a Google business page, as well as a profile on Psychology Today. Dr. Holland appreciates your reviews and feedback on her public pages as well as on her website: <a href="https://www.drjennyholland.com">www.drjennyholland.com</a>

# **PUBLIC APPEARANCES:**

Dr. Holland has expertise in many cutting-edge areas of Psychology and uses only empirically validated approaches to treatment. As such, Dr. Holland frequently participates in public speaking engagements, newspaper and other articles, essays and clinical conferences. Whenever these engagements are open to the public, you are welcome to attend.



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# **CANCELLATION AND MISSED APPOINTMENTS:**

IMPORTANT: PLEASE READ MY CANCELLATION and MISSED APPOINTMENT POLICY CAREFULLY.

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of **48 hours (2 days)** 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. Because life happens, and Dr. Holland knows that flat tires occur as well as viruses, Dr. Holland will not charge for one missed appointment or last-minute cancel 1x per year. I call this your Get Out of Jail Free Card. If you do need to cancel last minute, Dr. Holland will inform you if she has a cancellation within the week, allowing you to make up the session. Dr. Holland believes that continuity and consistency of care are important factors for successful treatment. If you miss more than 3 appointments in a six-month period, Dr. Holland may refer you out, unless we have a different arrangement in place ahead of time.

Dr. Holland appreciates your understanding in the event that she becomes ill and does not want to expose you to anything. When appropriate, Dr. Holland may offer you a video session in lieu of an inperson session if you or she is ill, out of town, or if physically unable to come into the office. Dr. Holland appreciates your letting her know if you believe you might be contagious, and she will do the same.

Dr. Holland takes your trust in her very seriously and will make efforts to accommodate your needs and requests.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully. I understand them and agree to comply with them:

Client's Name(s) (print)		
Signature(s)		
Date		
Psychotherapist's Name (print)		
Signature	Date	