

AGREEMENT FOR PSYCHOTHERAPY SERVICES

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This form provides you (patient) with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA pre-emptive analysis. (Revised 1/05)

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 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; where a client presents a danger to self, to others, to property, or is gravely disabled or when family members communicate to Dr Pechter that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may 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 Pechter. 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 Pechter will use clinical judgment when revealing such information. Dr Pechter will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination where Dr Pechter becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, Dr Pechter 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.

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 instruct Dr Pechter, only the minimum necessary information will be communicated to the carrier. and Dr Pechter have 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 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 company's computers and is likely to be reported to the National Medical Data Bank. Accessibility to company's computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break ins and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

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 (clients) nor your attorney's, nor anyone else acting on your behalf will call on Dr Pechter to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

E - Mails, Cell phones, Computers and Faxes: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. 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. Additionally, Dr Pechter's e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Please notify Dr Pechter if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. Please do not use e-mail or Faxes for emergencies.

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep appropriate treatment records. 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 Pechter assesses that releasing such information might be harmful in any way. In such a case Dr Pechter 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, upon your request, Dr Pechter will release information to any agency/person you specify unless Dr Pechter assesses that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Dr Pechter between sessions, please leave a message on the answering service (310) 622-5741 and your call will be returned as soon as possible. Dr Pechter checks her messages a few times during the daytime only, unless she is out of town. If an emergency situation arises, indicate it

clearly in your message and if you need to talk to someone right away call the nearest emergency room or the Police: 911. Please do not use e-mail or Faxes for emergencies. Dr Pechter may not always check her e-mail or Faxes daily

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee at the end of each session. Telephone conversations, site visits, report writing and reading, 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 Pechter 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 Pechter 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 Pechter can use legal or other means (courts, collection agencies, etc.) to obtain payment.

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 Pechter will ask for your feedback and views on your therapy, it's 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 Pechter 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 Pechter is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, hypnosis, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Dr Pechter provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours 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.

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

Client name (print) Date Signature

Psychologist Date Signature