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PSYCHOTHERAPIST-CLIENT INFORMATION AND SERVICES AGREEMENT

Welcome to my office and psychotherapy practice. This document (the Agreement) contains important information about my background, professional services, and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA).

Education: University of Connecticut
MA and PhD

University of Missouri
BA

Professional Services offered and Theoretical Orientation:

My psychotherapy practice includes individuals, couples, and families. I have more than twenty years experience in various work settings including hospital, clinic, and private practice. I am an integrative therapist drawing from a broad range of approaches, including cognitive behavioral, family therapy, Eye Movement Desensitization and Reprocessing (EMDR), Jungian, and Imago Relationship Therapy. I approach problems holistically and systemically.

Families

- When working with families, I draw primarily on my training in Systems Theory and Structural and Strategic Family Therapies.

Couples and Individual

- Integrative Approach, both short-term and longer-term therapy.
- With both individuals and couples I often use the T.E.A.M. model of David Burns, M.D.
- With couples I frequently use Imago Relationship Therapy, and also draw upon the work of John and Julie Gottman, Ph.D.s and T. Real among others.
- Trained in use of EMDR and sometimes use this technique in therapy and also with traumatic and other issues.

About Therapy:

Since people often seek assistance from a clinical psychologist without knowing the best way to use the psychologist's services, the following are a few suggestions for maximizing the benefits of your time with me.

1. Write out what you hope to achieve or accomplish as a result of your consultation.
2. Think of me as a coach or teacher who can help you get where you want to go.
3. Give me feedback. Tell me when I do something that seems helpful, but also tell me when anything slows or stops your growth or progress.
4. When given an in-between-session assignment, carry it out. If there is something about the assignment that you don't like or which doesn't make sense to you, say so before leaving the office with the assignment. Reaching a common understanding regarding such assignments is essential.
5. I do not assess ability to work, address worker compensation issues or complete worker's compensation forms.

Psychotherapy is a collaborative process between the therapist and the client. Together, I believe that we can make important changes in your life. However, therapy is not a smooth path. There may be times you feel worse in the short-term while working toward long-term goals. Further, the outcome of

therapy is not something that can be guaranteed. Progress depends on many factors including motivation and other life circumstances and relationships. Therefore, despite our efforts, matters can get worse as well as better. Working with you in therapy is my promise to do my best to help you reach your stated goals.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available and always let me know if it is all right to leave a message. In urgent matters, first call me at 650-565-8534 and ALWAYS leave a message including your phone number. Then after leaving a message, contact me on my mobile phone at 650-814-0707. In emergencies, call 911 or contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague available for you to contact during my absence.

ELECTRONIC COMMUNICATIONS NOTICE and RELEASE

Electronic communications such as email and text messaging are not guaranteed to be as secure as other methods of communication such as telephone landlines. I am willing to communicate with you by email at: drmaidenamclerran@gmail.com or by text message at: 650-814-0707. Please note that email, text messaging and other electronic communications are only to be used for non-clinical information, such as scheduling appointments. If you choose to send me information of a more personal nature by electronic communication, I remind you to carefully consider what you are sending and remind you that I cannot guarantee confidentiality of information sent by this method. Both email and text messages are to be considered secondary forms of communication and should not be considered received until you have received a confirmation reply from me. For emergency communication continue to use my landline, mobile phone voicemail or by calling 911.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and specifies patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which accompanies this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. When you sign the paper acknowledging acceptance of this Agreement and receipt of the HIPAA notice, it is an agreement between us for professional services. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

LIMITS ON CONFIDENTIALITY

Communication between a client (patient) and a psychologist must generally be held in confidence. The psychologist may not reveal what a client says within the context of the professional relationship unless the client signs a release. There are however, some exceptions to this rule.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.
- If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an

act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.

- If a client communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the client, or contact others who can assist in protecting the victim.
- If I have reasonable cause to believe that the client is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-client privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required), has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances in that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider), you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. There will be a copying fee of 25 cents per page. The exceptions to this policy are contained in the attached Notice Form. If I

refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

In addition, I also sometimes keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They may also include information from others provided to me confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. These Notes are not available to you and cannot be sent to anyone else. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A patient over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor patient either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstances. However, unemancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually my policy to request an agreement with teenagers and their parents about access to information. This agreement provides that during treatment, I will provide parents only with general information about the progress of the treatment or that information which parent, child, and therapist agreed upon in advance. The exception to this agreement is if I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. If you prefer to make monthly rather than weekly payments, you may do so by paying in full at the beginning of each month. My fee for individual and family therapy is \$200 per hour session. Extended sessions are prorated. At times I may reduce my fees if there is financial hardship. This would be determined during the first session.

Charges for telephone calls and consultations are \$4 per minute with the first ten minutes provided free of charge.

Charges for other professional services that do not involve face-to-face contact with the client will be based upon time spent providing those services at a rate of \$200 per hour. This includes but is not limited to writing letters, filling out forms, and telephone contact with other professionals. Insurance companies do not generally cover this work. In the event legal proceedings are initiated and the therapist is asked to produce records, write letters, be deposed or appear in court, etc; all fees, hours of preparation, involvement and incidental fees, are the responsibility of the client.

Charges for psychological services are made directly to the client. My services are not rendered on the basis that insurance companies will pay the charges. Payment of fees is the responsibility of the

client. However, I will provide information to and assistance with insurance companies as requested by you. Please make out checks to "**Maidena McLerran, Ph.D.**"

Because of the difficulty in scheduling new clients when someone cancels late, the client is charged the **full fee for a missed session or for a session cancelled with less than 48 hours notice.** Forty-eight hours of notice frequently enables me to schedule someone else in the time slot thereby enabling me to get paid. Because life is sometimes unpredictable (emergencies arise, illness, inflexible boss, traffic, children get sick, we simply forget), I will have some leniency in charging for missed sessions. I will grant two missed or late cancelled sessions per year. These may be used at your discretion. However, after they are used, any session missed for any reason without 48 hours notice will be charged. Insurance companies do not cover missed sessions and therefore you will be expected to pay for the session in full.

Insurance, EAP, Victim Witness, and other Third Party Payers

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by contract).

Your signature on the accompanying Acknowledgement and Release Form indicates that you have read this Agreement and agree to its terms and also serves as an acknowledgement that you have received the HIPAA Notice Form.

Please retain these information sheets for your own records.

Please give the three accompanying pages to me at the beginning of your first session:

1. Acknowledgement and Release form and
2. New Client Information form.
3. Insurance Form