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Willowpond Wellness Policies, General Information & Informed Consent for Psychotherapy

CONFIDENTIALITY: All information disclosed within sessions and the 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. Unless mutually agreed upon, sessions and conversations will not be recorded by any party as this may compromise confidentiality.

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 patient presents a danger to self, to others, to property, or is gravely disabled; or when a patient's family members communicate to Dr. Gulbe Walsh that the patient presents a danger to others. 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. Gulbe Walsh. In couple or family therapy, or when different family members are seen individually, even over time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Gulbe Walsh will use her clinical judgment when revealing such information. Dr. Gulbe Walsh will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the couple or family therapy, or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where Susan J. Gulbe Walsh, Ph.D. 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 information form.

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 Susan J. Gulbe Walsh, Ph.D. only the minimum necessary information will be communicated to the carrier. Dr. Gulbe Walsh has no control over, or knowledge of, what 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 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 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 nor your attorney(s), nor anyone else acting on your behalf will call on Susan J. Gulbe Walsh, Ph.D. to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Susan J. Gulbe Walsh, Ph.D. consults regularly with other professionals regarding her patients; however, each patient's identity remains completely anonymous and confidentiality is fully maintained.

E–MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Dr. Gulbe Walsh's laptop is kept confidential, e-mails 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. Gulbe Walsh's laptop is equipped with virus protection and a password. Also, be aware that phone messages are transcribed and placed in the patient's hard copy file. Please note that if you communicate confidential or private information via e-mail, texts, or phone messages, I 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 will, at times, honor your desire to communicate on such matters. Please do not use texts, e-mails, or voicemails for emergencies. Please also note that HIPPA compliant video conferencing through the Zoom application is the current application being utilized by Dr. Gulbe Walsh to provide telehealth sessions.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Dr. Gulbe Walsh's profession require that she keep treatment records for at least 7 years after the last date of service delivery for adults or until 7 years after a minor reaches the age of majority, whichever is later. Unless otherwise agreed to be necessary, Susan J. Gulbe Walsh, Ph.D. 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. Gulbe Walsh. As a patient, 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. Gulbe Walsh assesses that releasing such information might be harmful in any way. In such a case, Dr. Gulbe Walsh 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. Gulbe Walsh will release information to any agency/person you specify unless Dr. Gulbe Walsh assesses that releasing such information might be harmful in any way. When more than one patient is involved in treatment, such as in cases of couple and family therapy, Dr. Gulbe Walsh will release records only with signed authorizations from <u>all</u> the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Susan J. Gulbe Walsh, Ph.D. between sessions, please leave a message on the confidential voice mail, 831-252-0267, and your call will be returned as soon as possible, most often during regular business hours. Dr. Gulbe Walsh checks her messages a few times during regular business hours, unless she is out of town. If an emergency situation arises, indicate it clearly in your message but please note that Willowpond Wellness Psychological Services does not have immediate or emergency services. If you need to talk to someone right away call 911, Santa Cruz Behavioral Health at 831-600-2801, or the local Mobile Crisis Response Service at 800-952-2335.

PAYMENTS & INSURANCE REIMBURSEMENT: Patients are expected to pay the standard fee of $300 per 60-minute session for individuals, $375 for couples, and $100 per 90-minute group session, at the beginning of each session, unless other arrangements have been made including paying less for shorter sessions, more for longer sessions, or less for reduced fee agreements. 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 Susan J. Gulbe Walsh, Ph.D. if any problems arise during the course of therapy regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and not to the insurance companies. Unless agreed upon differently, you may request in the form of a superbill for Dr. Gulbe Walsh to provide you with a copy of your receipt on a weekly to 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. Gulbe Walsh can use legal or other means (courts, collection agencies, etc.) to obtain payment.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall 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 Susan J. Gulbe Walsh, Ph.D. and the patient(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Santa Cruz County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Gulbe Walsh can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

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. Susan J. Gulbe Walsh, Ph.D. 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. Gulbe Walsh 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 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. Gulbe Walsh 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. Please note that Dr. Gulbe Walsh provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Susan J. Gulbe Walsh, Ph.D. 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,

their possible risks, Dr. Gulbe Walsh'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.

TERMINATION: As set forth above, after the first couple of meetings, Susan J. Gulbe Walsh, Ph.D. will assess if she can be of benefit to you. Dr. Gulbe Walsh does not work with patients 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. Gulbe Walsh either assesses that she is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do so, 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. Gulbe Walsh 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. Gulbe Walsh will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide them 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. Gulbe Walsh 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. Gulbe Walsh's objectivity, clinical judgment, or can be exploitative in nature. Susan J. Gulbe Walsh, Ph.D. will assess carefully before entering into non-sexual and non-exploitative dual relationships with patients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Dr. Gulbe Walsh will never acknowledge working with anyone without their written permission. Some patients have chosen Dr. Gulbe Walsh as their therapist because they knew of her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Dr. Gulbe Walsh 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. Gulbe Walsh if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Gulbe Walsh 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.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, Susan J. Gulbe Walsh, Ph.D. may conduct a web search on my patients before the beginning of therapy or during therapy only if there is a very good reason to do so. If you have concerns or questions regarding this practice, please discuss them with me. Please note that Dr. Gulbe Walsh does not participate in any social networking sites as she believes that these sites and/or communicating via such sites is likely to compromise privacy and confidentiality. For this same reason, I request that patients not communicate about Dr. Gulbe Walsh via interactive or social networking web sites.

CANCELLATION: 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, such as in the instances of emergency or sudden illness, the full fee will be charged for sessions missed without such notification. Please note that most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies, General Information, & Informed Consent for Psychotherapy carefully (a total of 6 pages); I understand them and agree to comply with them:

Patient's Name (print):_____

Signature _____ Date _____

Patient's Name (print):_____

Signature _____ Date _____

Psychologist's Name (print): _____

Signature _____ Date _____