

Office Policies, General Information Agreement for Psychotherapy Services and Informed Consent for Psychotherapy

CONFIDENTIALITY

Information disclosed within therapy sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, with a few exceptions. Exceptions to confidentiality include patient consent, treatment emergencies, safety emergencies, procedures to ensure treatment is of acceptable quality (e.g., peer reviews), treatment, the legal system, crimes involving hospitalized patients, and mandatory reporting situations. As well, when using a managed care plan (a health insurance company), confidentiality cannot be assumed, as all health insurance companies require some information about the reason for psychological treatment in order to process your claim.

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. Gayle 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 of Dr. Gayle. 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. Gayle will use his clinical judgment when revealing such information. Dr. Gayle will not release records to any outside party unless legally required to do so or if 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.

EMERGENCY

If there is an emergency during therapy, or in the future after termination, where Dr. Gayle becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he 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, he may contact another professional, and/or a friend or family member of yours.

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. Gayle, only the minimum necessary information will be communicated to the carrier. Dr. Gayle has no control over, or knowledge of, what insurance companies do with the information 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 may be reported to the National Practitioner Data Bank. Accessibility to companies' computers or to the National Practitioner 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 Dr. Gayle to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION

Dr. Gayle consults regularly with other professionals regarding his clients; however, each client'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 email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have

unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical records. Additionally, Dr. Gayle's emails are not encrypted. Dr. Gayle's computers are equipped with a firewall, a virus protection, and a password. He also backs up all confidential information from his computers on a regular basis. Please notify Dr. Gayle if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, Dr. Gayle 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 may honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM

Both the law and the standards of Dr. Gayle's profession require that he keep treatment records for at least 7 years (or for patients who are minors, until they reach 25 years of age). Unless otherwise agreed to be necessary, Dr. Gayle 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. Gayle. 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. Gayle assesses that releasing such information might be harmful in any way. In such a case, Dr. Gayle 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. Gayle will release information to any agency/person you specify, unless Dr. Gayle assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Gayle 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. Gayle between sessions, please leave a message on his confidential voicemail at (510) 985-4085 and your call will be returned as soon as possible. Dr. Gayle checks his messages a few times during the daytime only, unless he 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 Psychiatric Emergency Services or the Police: 911. Please do not use email or faxes for emergencies. Dr. Gayle does not always check his faxed messages daily, and generally does not hold conversations with his client via email.

PAYMENTS & INSURANCE REIMBURSEMENT

Clients are expected to pay Dr. Gayle's standard fee per 50-minute session (or 75-minute session), at the beginning of each session, or unless other arrangements have been made. Prepaid psychotherapy sessions are available and discounted based on the number of sessions that you would like to prepay. There is a sliding scale based on the prepayment of 4, 6, 8, or 10 sessions. The total number of prepaid sessions must be used within four months of the time purchased. Unused or expired prepaid sessions may be transferred to someone else or donated to assist in the payments of low fee clients. Refunds of prepaid sessions are based on services provided at the Standard Fee Structure rate; the remainder would be returned to you. 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 Standard Fee Structure rate, unless indicated and agreed upon otherwise.

In some cases, clients wish to use health insurance to cover the cost of therapy. In these cases, Dr. Gayle will bill the insurance company once a copy of the client's health insurance card, and an approved photo ID, is provided. The client, however, is ultimately responsible for being sure insurance benefits will cover Dr. Gayle's services. In addition, if the insurance company denies payment for any reason, the client (or client's representative) is personally responsible to pay the balance for services rendered.

Please notify Dr. Gayle if any problems arise during the course of therapy regarding your ability to make timely payments. You will incur a \$35 fee for any returned check. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Gayle 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 the agreement of Dr. Gayle and the client(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 Alameda County, California 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. Gayle 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 as 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. Dr. Gayle 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. Gayle 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. Gayle is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his 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. Dr. Gayle provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

The first four (4) therapy sessions with Dr. Gayle are held on a trial basis for all of his clients. Dr. Gayle does this for the purposes of assessing if this therapeutic relationship is a good fit, and if the issues that he is presented with are in the scope of his practice. Dr. Gayle practices in accordance with the APA Ethical Principles of Psychologists and Code of Conduct.

TREATMENT PLANS

Within a reasonable period of time after the initiation of treatment, Dr. Gayle may discuss with you his working understanding of the problem, treatment plan, therapeutic objectives, and his 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. Gayle'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 few meetings, Dr. Gayle will assess if he can be of benefit to you. Dr. Gayle does not accept clients who, in his opinion, he cannot help. In such a case, he can provide you with a number of referrals with whom you can contact. If at any point during psychotherapy, Dr. Gayle assesses that he is not effective in helping you reach the therapeutic goals or that you are non-compliant, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Gayle can talk with 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. Gayle can assist you with referrals, and, if he has your written consent, he can 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, and if appropriate, Dr. Gayle can offer to provide you with names of other qualified professionals.

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. Gayle's objectivity, clinical judgment or can be exploitative in nature. Dr. Gayle will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. 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. Gayle will never acknowledge working with anyone without his/her written permission. Many clients have chosen Dr. Gayle as their therapist because they knew him before they entered therapy with him and/or are personally aware of his professional work and achievements. Nevertheless, Dr. Gayle 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. Gayle if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Gayle will always listen carefully and respond to your feedback and will discontinue the dual relationship if he 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, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. 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 is likely to 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.

CANCELLATION AND MISSED APPOINTMENTS

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours advance notice is required for canceling an appointment. Unless we reach a different agreement, the full fee will be charged for each session missed without such notification. Most insurance companies do not reimburse for missed sessions.

If two consecutively scheduled psychotherapy sessions are missed or if attendance is inconsistent, Dr. Gayle reserves the right to change the scheduled meeting time(s), provide referrals to other qualified professionals or discuss other options that may be more appropriate.

Office Policies & General Information Agreement for Psychotherapy Services and Informed Consent for Psychotherapy

Signature Page

I have read the above Office Policies, General Information, Agreement for Psychotherapy Services and Informed Consent for Psychotherapy carefully (a total of 7 pages, not including the Signature Page); I understand them and agree to comply with them:

Name (print) _____

Signature _____ Date _____

Name (print) _____

Signature _____ Date _____

FOLLOW-UP PHONE CONTACT: Your permission is requested to allow Dr. Gayle to contact you by phone, within four months after completion of counseling with him. This call should only take a few minutes and would allow him the opportunity to: (a) monitor the effectiveness of his services, (b) hear how you and/or your family have/has been doing since counseling ended, and (c) find out if Dr. Gayle can be of further service to you and/or your family.

Allowing Dr. Gayle to contact you is completely voluntary. If you'd prefer that he did not contact you, that's fine too. It will not, in any way, affect how he treats you. Dr. Gayle's aim is to be as helpful as possible in assisting you and/or your family. Please check either box below:

Agree to follow-up

Decline follow-up