

Quest Family Therapy

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Psychotherapist-Client Services Agreement

This form has three purposes. First, it tells you about my procedures and policies concerning important aspects of your child/family's psychotherapy. Please let me know if you have concerns about any of these policies. Your first visit will help me get a general understanding of your child/family's situation in order to determine how I might best help you. Because I want you to participate actively in planning your counseling, don't hesitate to ask questions.

Psychotherapy is a way of talking through your problems in order to begin resolving them. Your child and your family will need to take an active part in psychotherapy by working on and thinking about the things we talk about. Psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and feeling much less distressed. However, there are no guarantees of what you will experience, and at times a psychotherapy session may leave you with unhappy feelings.

Second, this form is an Agreement between you and Shawn V. Giammattei, Ph.D. You may revoke (cancel) this Agreement in writing at any time. That revocation will be binding on Dr. Giammattei unless he has already relied on this Agreement to take action *or* if you have not paid your bill in full.

Finally, this form also contains information about a federal law that affects your privacy rights. This law, called HIPAA (Health Insurance Portability and Accountability Act), regulates the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that we give you a Notice of Privacy Practices (the Notice). The Notice, which is attached to this Agreement, explains HIPAA's application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Please take home the Notice and read it before your next session; you, your child/family and your therapist can discuss any questions you may have about it next time.

APPOINTMENTS, HOURS AND LOCATION

Individual appointments last approximately 50 minutes and can be scheduled by calling (415) 722-7134. Please leave a message. ***If you need to cancel an appointment, notify me at least 48 hours before the session, or you will be charged for your full fee for the missed session.*** However, if you call in advance to cancel an appointment because you are ill, there will be no charge.

Therapy can be conducted in your home, over the phone, a neutral location, or in the therapist's office. If I need to drive to meet you in a location other than my office, a mileage charge of \$0.65 will be added to your bill for every mile traveled beyond the first 3. Mileage is calculated from

the therapist's starting point and is added only to clients not paying the full fee per hour. Clients paying full fee will only be charged for mileage if travel of more than 20 miles from the therapist's starting point is required.

TELEPHONE CALLS AND EMERGENCIES

If you receive my voice mail, please leave a message and I will get back to you as soon as is feasible, usually within 24 hours. Lengthy telephone consultations beyond 15 minutes may be prorated and billed at my standard hourly rate for professional service. I may be able to respond more quickly to email or texts, but note that these are not secure ways to contact me. If you text me and don't hear back within a few hours, please email or call me. If I am out of the office for an extended period of time, my outgoing message will let you know who is covering for me. It is not always possible to set up an auto-responder for text messages.

When I am not available and you need to talk to someone, please call the 24-hour Crisis Line in San Francisco at 415-781-0500 or in Santa Rosa at 707-576-8181. In emergencies, please call 911 or go to a hospital emergency room. In emergencies, please call 911 or go to a hospital emergency room. An emergency is generally a situation in which you are in danger of harm or have hurt yourself or someone else.

CONFIDENTIALITY AND FILES

The laws governing confidentiality can be quite complex. The attached Notice explains some specific Patient Rights that you have under the HIPAA law. I will maintain a Clinical Record file on your child/family's case, which is the property of Dr. Giammattei. You may examine and/or receive a copy of your file *if* you request it in writing *and* the request is signed by you *and* dated not more than 60 days from the date it is submitted. There may be a charge for writing reports or for copying materials. In most situations, Dr. Giammattei can release information about your treatment to others *only* if you sign a written authorization form for each release. However, I am a mandated reporter and there are a few situations where I am required to disclose information to authorities. These situations are listed at the bottom of page 7.

Your signature on this agreement is written, advance consent for the following releases of information:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During consultations, I make every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. I will note all consultations in your Clinical Record.

 Check here if do NOT wish me to release any information to other mental health professionals who are currently treating you or your child.

- Your therapist may find it helpful to receive or exchange information with your primary care physician or other health and mental health professionals who are currently treating you. Your signature on this Agreement is written, advance consent for me to release information to these professionals. A record of any disclosures will be kept in your Clinical Record.

 Check here if do NOT wish me to release any information to other health professionals who are currently treating you or your child.

There are some situations where Dr. Giammattei is required to disclose information *without* your consent or authorization:

- If a client is clearly likely to seriously harm him/herself, he may be required to take action to prevent self-destruction.
- If there is a clear risk that a client plans to seriously harm another person, he may have a duty to warn the potential victim; or disclose the risk to appropriate public authorities.
- If he suspects that abuse of a child or senior citizen may have taken place, he is required to report the suspected abuse to Child or Adult Protective Services.
- If the client is a minor younger than age 13, both parents have access to the minor client's complete Clinical Record, including Psychotherapy Notes, there is a court order prohibiting one of the parents from access, or it is potentially harmful to the child for a parent to have access to the child's Clinical Record.
- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the counselor-client privilege law. He cannot provide any information without your (or your personal or legal representative's) written authorization. However, if a court **orders or subpoenas** Dr. Giammattei to disclose information, he is required by law to provide it. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a client files a complaint or lawsuit against Dr. Giammattei, he may disclose relevant information regarding that patient in order to defend himself.
- If a client files a worker's compensation claim, the client must sign an authorization so that Dr. Giammattei may release the information, records or reports relevant to the claim.
- Dr. Giammattei may present disguised case material in seminars, classes, or scientific writings. In this situation, all identifying information and Protected Health Information is removed, and client confidentiality and anonymity is maintained.

YOUR SIGNATURE BELOW 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 OF PRIVACY PRACTICES DESCRIBED ABOVE.

Client or responsible party

Date

Fees for Psychotherapy and Financial Agreement

The standard fee for psychotherapy is \$155 - \$185 per 50-minute session. However, quality healthcare should be available to everyone. In keeping with this belief, a sliding fee scale is provided for clients who may be unable to pay the full fee. Should your financial situation improve, I encourage you to remunerate the remainder of your fee. This will allow me to continue to serve everyone in the best possible way regardless of financial situations. Some proof of gross annual income may be required to be placed on the sliding fee scale.

A session is generally 50 minutes in length with 10 minutes for record keeping. Longer sessions are charged at a prorated fee.

Fee Agreement

- Fee for one session _____
- *Prepaid Package discounts are only available to clients paying full fee.*
 - Prepaid 4-Session Package - (Discount of 5%) _____
 - Prepaid 8-Session Package - (Discount of 10%) _____
- Mileage for the therapist to drive any extra miles out of his normal commute to your home or the location of the therapy is \$.75 per mile. Mileage is not charged for clients paying the full standard fee, unless said travel beyond 20 miles is required.

Any prepaid but unused sessions are refundable based on a prorated schedule. For example if a client buys 8 sessions for \$1,116 but only uses three, the fee is prorated according to the 4-session package of \$589 and the balance of \$527 is returned. In all cases of unused sessions, a minimum amount of 1 session's fee is charged.

1. FEE INCREASES

Occasionally, Dr. Giammattei may increase his standard fee. If you are in therapy when an increase is to occur, you will be notified in advance, and given an opportunity to discuss the fee increase. Any prepaid sessions will continue to be honored at the original rate until they are used.

2. PAYMENT ARRANGEMENT:

All fees are payable in full at the time of service by cash, check, money order, or credit card. Overdue accounts may be charged interest at the rate of 10% per year.

_____ STANDARD PAYMENT ARRANGEMENT: Payment in full at the time of service.

_____ ALTERNATIVE PAYMENT ARRANGEMENT:

3. COLLECTIONS PROCEDURES:

Dr. Giammattei reserves the right to collect any unpaid balance due to him. If a client is not making regular monthly payments on the account balance, Dr. Giammattei may use a collection agency or take legal action to secure payment, as authorized by state or federal law, and the collections action will become a part of your credit record. Clients will be notified in writing before Dr. Giammattei takes action to collect.

4. LIMIT ON UNPAID BALANCE: Dr. Giammattei may terminate treatment and refer the client elsewhere for continued care if any unpaid balance exceeds **the equivalent of 4 unpaid sessions.**

I have read and understood the above fee agreement, and I agree to abide by its terms.

Client or Responsible Party

Date

Client or Responsible Party

Date

Shawn V. Giammattei, Ph.D.

Date