

**Heather Martarella, Psy.D.**

*Licensed Clinical Psychologist*

*License # PSY21758*

*(925) 465-1008*

*www.drmartarella.com*

## **Informed Consent & Notice of Privacy Practices**

Welcome to my private psychotherapy practice. This document contains important information about my professional services and business policies. Please read it carefully and ask any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular issues you bring forward. There are many different methods we may use to treat the issues that you present. Psychotherapy calls for a very active effort on your part both during our sessions and on your own.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits. Therapy often leads to better relationships, solutions to specific issues, and significant reductions in feelings of distress. But there are no guarantees about what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation I will offer some first impressions about what our work may include, with a treatment plan to follow, if you decide to continue with therapy. It is best to discuss any questions you have about my procedures as they arise. If either of us have doubts that persist about our ability to work together effectively, I will provide you with referrals to other mental health professionals.

### **MEETINGS**

I generally conduct an evaluation that will last from 2 to 4 sessions. During this time we can both decide if we can work together to meet your treatment goals. When therapy begins, I will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be more or less frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation or we both agree that you were unable to attend due to circumstances beyond your control.

### **PROFESSIONAL FEES**

My hourly fee is \$170. In addition to scheduled appointments, I charge this amount for other professional psychological services you may need. I may break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, and the time spent performing any other service I may provide. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called

to testify by another party. Due to the difficulty of legal involvement, I charge \$350 per hour for preparation and attendance at any legal proceeding.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree to another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I will release regarding a client is contact information, the nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

I do not accept insurance payments. However, I am willing to provide a “Super Bill,” a specific receipt which some insurance companies may accept in order to reimburse a portion of your fee to you. If you have a health insurance policy, it may provide some coverage for mental health treatment. It is important that you find out exactly what mental health services your insurance policy covers for “out-of-network providers.”

## **CONTACTING ME**

I am often not immediately available by phone. I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 hours from when you leave a message, with the exception of weekends, holidays and vacations. If you are difficult to contact, please inform me of times when you will be available. If you are unable to contact me, and feel that you can't wait for me to return your call, go to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **EMERGENCY INFORMATION**

If you are experiencing a medical or psychological emergency, call 911 or go to the nearest hospital emergency room.

Suicide Crisis Line at Contra Costa Crisis Center: 1-800-833-2900  
(1-925-938-0725 for TTD/TTY)  
(24 hours a day / 7 days a week)

USA National Suicide Hotline: 1-800-SUICIDE (1-800-784-2433)  
(24 hours a day / 7 days a week)

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or be upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

## **COMPLAINTS**

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your protected health information, you are entitled to file a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201. If you file a complaint against me, I will not take retaliatory action against you but will defend myself using information you have provided during the course of treatment.

## **MINORS**

If you are under eighteen years of age, please be aware that the law provides your parents or legal guardians the right to examine your treatment records. It is my policy to require an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will kill or seriously harm yourself or someone else. In this case, I will notify them of my concern and take any other necessary action. Before giving them any information I will discuss the matter with you, if possible, and do my best to handle any objections you have about what I intend to discuss. If parents do not agree to give up access to the minor's records and treatment content, I will provide a referral to another therapist who may be willing to work with the client and their family without this requirement.

## **CONFIDENTIALITY**

In general, communication between a client and a psychologist is protected by law, and I can only release information about our work to others with your written permission. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may ask me to share information with whomever you chose, and you can change your mind and revoke that permission at any time.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). There are exceptions to confidentiality and privilege; some of these are listed below. There are some situations in which I am legally required to take action to protect you or others from harm, even if I have to reveal information about a client's treatment.

*For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate agency.*

*If I believe that a client is threatening serious bodily harm or death to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.*

*If the client threatens to harm herself/himself, I may be obligated to seek hospitalization for her/him or to contact family members or others who can help provide protection.*

*A client's medical emergency may require that I provide confidential information to the medical staff.*

*In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings, a judge may order my testimony if she/he determines that the issues demand it.*

I may occasionally find it helpful to consult with other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential.

If you choose to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of internet service providers. While under normal circumstances no one looks at these logs, they are available to be read by the system administrator of the internet service provider. All email messages will be kept in your treatment record.

While this summary of exceptions to confidentiality should prove helpful in informing you about potential issues, it is important that we discuss any questions or concerns that you may have. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

*I agree to pay the fee of \$170.00 per session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Heather Martarella, Psy.D. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Martarella. I am eighteen years of age or older.*

**Date:** \_\_\_\_\_

**Client Printed Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Legal Guardian Printed Name & Signature:**

(print) \_\_\_\_\_ (signature) \_\_\_\_\_  
*(if client is a minor)*

**Minor Client's signature of assent:**

\_\_\_\_\_