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**OFFICE POLICIES AND GENERAL INFORMATION AGREEMENT**

**FOR PSYCHOLOGICAL SERVICES**

This form provides you, the patient, with important information about professional services and business practices. It also contains information about the Health Insurance Portability Act (HIPPA), as part of federal law, which provides information about Protected Health Information (PHI). As required by federal law, attached is The Notice of Privacy Practice for use and disclosure of PHI treatment, payment and health care operations. The law requires that you provide a signature verifying that you were supplied with this agreement. You may revoke this agreement at any time in writing.

**Confidentiality**

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (patient’s) written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure are described to you in the Notice of Privacy Practices attached to this form.

There are circumstances where disclosure *is required by the law.* Mandated disclosures include: (1) where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; (2) when there is communication of a serious desire or intent to harm oneself, others, or property; (3) disclosure by a close family member indicating a patient presents as a serious threat to self, others, or property; (3) an inability to meet one’s minimum and basic daily needs (gravely disabled); and (4) California Assembly Bill 1775 mandates the reporting of any disclosures made in the course of a professional, therapeutic relationship regarding the viewing, possession, distribution, or production of images involving the sexual abuse and/or exploitation of minors to appropriate Child Welfare and/or law enforcement agencies. The patient’s information may also be disclosed when utilizing third party payments (i.e. insurance) for psychological services.

Disclosure *may also be required* pursuant to a legal proceeding. 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. Meany or by her Clinical Staff. In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Dr. Meany and her Clinical Staff will use clinical judgment when revealing such information. Dr. Meany and her Clinical Staff will not release records to any outside party unless so authorized to do so by all adult family members who were part of the treatment.

*If there is an emergency* during this work together, or in the future after termination, where Dr. Meany and members of her Clinical Staff become 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 police, hospital, or the person whose name you have provided on the biographical sheet to contact in the case of an emergency.

**Health Insurance and Confidentiality of Treatment 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. Meany or her Clinical Staff only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier. Dr. Meany has no control or knowledge over 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 eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies’ computers and soon will also be reported to the Congress-approved 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 break-ins and unauthorized access. Medical data have been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position. Importantly, Dr. Meany occasionally employs a billing service to assist with billing. In this situation, your personal health information will be disclosed to the billing service. In this situation, only minimal information is disclosed for the purposes of medical billing.

**Confidentiality of e-mail, cell phone, and fax communication**

It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify Dr. Meany or your assigned therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. **Please do not use e-mail or faxes in emergency situations, for scheduling, or for sharing other time-sensitive material or information.**

**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 that 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 (client) nor your attorney, nor anyone else acting on your behalf will call on Dr. Meany or Clinical Staff to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Confidentiality and Consultation**

Dr. Meany and her Clinical Staff consult regularly with other professionals regarding clients; however, the client’s name or other identifying information is never mentioned. The client’s identity remains completely anonymous, and confidentiality is fully maintained.

Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Meany and her Clinical Staff will release information to any agency/person you specify unless Dr. Meany concludes that releasing such information might be harmful in any way.

**Supervision for Psychological Assistant(s)**

If your therapist is a registered Psychological Assistant, your therapist is being supervised by Dr. Meany for the duration of your receiving clinical services. A Psychological Assistant is an unlicensed professional, with at least a Master’s degree in the field of Psychology and is certified by the California Board of Psychology. If you have any questions or concerns you may contact Dr. Meany directly at (858) 256-6152. Due to the nature of a supervisory relationship, your personal information will be disclosed to Dr. Meany for the purpose of providing you with optimal treatment and for all billing purposes.

**Telephone and Emergency Procedures**

If you need to contact Dr. Meany or your assigned therapist between sessions, please leave a message on her voicemail at (858) 256-6152, and your call will be returned as soon as possible. Dr. Meany checks her messages during regular office hours. Please note, that Dr. Meany checks messages less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. However, if you need to talk to someone right away, you can call the 24-hour crisis line (888) 724-7240, or the Police Department 911.

**Payments and insurance reimbursement**

Patients are expected to pay the session fee per 55-minute session at the beginning of each session. Any services rendered by a Registered Psychological Assistant must be paid directly to Dr. Meany. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at the same rate, unless indicated and agreed otherwise. Please notify Dr. Meany if any problem arises during the course of therapy regarding your ability to make timely payments. Checks that are returned due to “insufficient funds” will incur a $25 fee. Patients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. If requested, Dr. Meany will provide you with a copy of your receipt on a 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 and 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 that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. Importantly, there is also a certain level of risk when paying Dr. Meany for psychological services with a credit card, via the square, check, or PayPal.

**Mediation and 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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Meany and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Fresno County, California in accordance with the rules of the American Arbitration Association, that 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. Meany 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 for attorneys’ fees. In the case of arbitration, the arbitrator will determine that sum.

**Access to Treatment Records**

You have legal rights to access your treatment and medical record with a written release. Dr. Meany and her Clinical Staff may refuse access to your treatment record if it poses a danger to your physical safety. For minors who do not legally consent to treatment on their own, Dr. Meany may deny access to records if it poses a risk to physical safety or may be detrimental to the therapeutic relationship.

**The process of Therapy/Evaluations**

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. Meany or your assigned therapist 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 your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, and so forth, or experiencing anxiety, depression, insomnia, and so forth. Dr. Meany may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that 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. Meany is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approachesinclude, but are not limited to: behavioral, cognitive-behavioral, psychodynamic, system/family, psychoeducational and/or mindfulness-based approaches.

**Discussion of treatment plan**

Within a reasonable period of time after the initiation of treatment, Dr. Meany or your assigned therapist will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and 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. Meany’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. If you could benefit from any treatment that Dr. Meany does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**Psychological Evaluations**

If you are seeking a psychological evaluation, understand that the process of conducting and completing such evaluations is complicated. By signing this consent form you are agreeing to participate in testing procedures that Dr. Meany or clinical staff deem necessary for the stated referral question. As the patient, you agree to answer questions during the clinical interview, and are aware that you have the right to refuse participation in testing procedures. However, by refusing to participate in some testing procedures, Dr. Meany or her Clinical Staff may be limiting the conclusions that may be drawn from the evaluation. Moreover, you acknowledge that Dr. Meany has made no guarantees or promises regarding the outcome of the assessment, and nothing in the assessment procedures, interview, and outcome of assessment shall be constructed as a guarantee of outcome of the assessment. If the patient needs his/her testing results released to a third-party, you as the patient are aware that you need to provide written consent to release any records. In regards to payment for psychological assessments, full payment for the evaluation is due by the time that the evaluation has been completed. If the evaluation is court-ordered, the patient understands that confidentiality is waved, and that everything stated in the testing appointment may be used in the evaluation.

**Interruptions of Care**

Occasionally treatment is interrupted due to life events such as maternity leave, vacations, or relocating. At that time, you will be notified of such leave. You will be provided with referrals to qualified professionals and emergency numbers in order to continue treatment as necessary. In the case of Dr. Meany’s death or severe injury, a professional as appointed in her “professional will,” will contact you, and you will partake in a discussion regarding your treatment and continuity of care.

**Termination**

As set forth above, after the first couple of meetings, Dr. Meany or her Clinical Staff will assess if she can be of benefit to you. Dr. Meany does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Dr. Meany assesses that she is not effective in helping you reach the therapeutic goals, she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Meany 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. Meany will assist you in finding someone qualified, and, if s/he has your written consent, s/he will 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, Dr. Meany will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual relationships**

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Meany or her Clinical Staff’s objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. Dr. Meany will assess carefully before entering into nonsexual and nonexploitative dual relationships with clients. San Diego is not a small town, however, many clients know each other and Dr. Meany from the community. Consequently, you may bump into someone you know in the waiting room or into Dr. Meany out in the community. Dr. Meany will never acknowledge working therapeutically with anyone without his/her written permission. Many clients choose Dr. Meany as their therapist because they know her before they enter into therapy with her and/or are aware of her stance on the topic. Nevertheless, Dr. Meany will discuss with you, her patient(s), the often-existing complexities, potential benefits, and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the patient’s, responsibility to communicate to Dr. Meany if the dual relationship becomes uncomfortable for you in any way. Dr. Meany will always listen carefully and respond accordingly to your feedback. Dr. Meany will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

**Cancellation**

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hour notice is required for rescheduling or canceling an appointment. The full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

**Fee/No Show Fee**

A set fee will be established with Dr. Meany. However, fees are reevaluated annually and are typically raised in reasonable increments. Fees are required at the time service is rendered. There is a full fee charge if appointments are not cancelled/rescheduled with 24 hour notice.

**I have read the above agreement and office policies and general information carefully. I understand them and agree to comply with them:**

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Client’s name (print) Date Signature

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Client name/Parent name (print) Date Signature