



**Charles R. Freeman, Ph.D.; PSY #25414: Sleep, Pain, and Behavioral Medicine
Psychologist**

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OFFICE POLICIES & AGREEMENT FOR PSYCHOTHERAPY SERVICES

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions is confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Most of the provisions explained when the law requires disclosure are described in the *Notice of Privacy Practices* that you received with this form.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also *Notice of Privacy Practices* form).

When Disclosure May Be Required: Disclosure may 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 the therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use his/her clinical judgment when revealing such information. We will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he/she will do whatever he/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, he/she may also contact the person whose name you have provided on the biographical sheet.

Health Insurance and Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or PPO/MCO/EAP in order to process the

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claims. If you so instruct the staff of Charles R. Freeman, Ph.D. 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. Charles R. Freeman, Ph.D. has no control or knowledge over what insurance companies do with the information they submit 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 has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position. Please see page 3, "*Payments and Insurance Reimbursement*" regarding Dr. Freeman's insurance company policies.

Confidentiality of E-mail, Cell Phone and Fax Communications: It is very important to be aware that e-mail and cell phone communication can be relatively easily 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 easily be sent mistakenly to the wrong address. Please notify us 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 for mental health emergencies.

I maintain a professional and personal online presence via various social media or networking platforms. My policy is to deny any personal connection requests by clients, although you are welcome to follow any professional pages or blogs. Also, please note that connecting over the internet makes confidentiality vulnerable. Although I will never address you online, it does not protect you from others inferring you are in treatment.

24 hours is required for cancellation (or one business day). Cancellations are not acceptable by text message or email communication, rather, contact me via telephone call. If it is the weekend and you have a Monday appointment, and you need to cancel for any reason, please call my business line and state the reason.

Consultation: Dr. Freeman consults 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 the above exclusions, if it is still appropriate, upon your request, your therapist will release information to any agency/person you specify unless he/she

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concludes that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message with the voice mail at (619) 405-7663 and your call will be returned as soon as possible. I check my messages a couple of times a day, unless I am out of town. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the 24-hour crisis line (800) 479-3339 or the Police at 911.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the agreed upon fee per 50-minute session at the time of each session or before, unless other arrangements have been made. In some instances, telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc., is required and will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify us if any problem arises during the course of therapy regarding your ability to make timely payments. Charles R. Freeman, Ph.D. does not accept insurance; however, we can provide you with a statement if you would like to file your own claims. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. 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 the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

MEDIATION & ARBITRATION, re: Payment: 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 Charles R. Freeman, Ph.D. and 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 San Diego 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, Charles R. Freeman, Ph.D. 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.

THE PROCESS OF THERAPY / EVALUATION: Participation in therapy can result in a

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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. Your 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, etc. or experiencing anxiety, depression, insomnia, etc., 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, your therapist 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 approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/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, your therapist'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 your therapist does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, your therapist will assess if he/she can be of benefit to you. Charles R. Freeman, Ph.D. does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a number of referrals that you can contact. If at any point during psychotherapy, your therapist assesses that he/she is not effective in helping you reach the therapeutic goals, he/she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, he/she would give you a number of referrals that may be of help to you if you make the request,

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