

**OFFICE POLICIES & GENERAL INFORMATION**  
**AGREEMENT TO PROVIDE PSYCHOTHERAPY SERVICES**

**Janetti Marotta, Ph.D.**

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**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 (client's) written permission, except where disclosure is required by law

**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: where a client presents a danger to self, to others, to property, or is gravely disabled.

**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 Dr. Marotta. 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. Dr. Marotta will use her clinical judgment when revealing such information.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where Dr. Marotta becomes 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 person whose name you have provided on the biographical sheet.

**Health Insurance:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Only the minimum necessary information will be communicated to the carrier. Dr. Marotta has no control or knowledge over what insurance companies do with the information she submits or who has access to this 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 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 (client's) nor your attorney's, nor anyone else acting on your behalf will call on Dr. Marotta to testify in court or any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Dr. Marotta consults regularly with other professionals regarding her 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.

**Your Right To Review Records:** As a client, you have the right to review or receive a summary of your records at any time except in the limited, legal or emergency circumstances or when Dr. Marotta assesses that releasing such information might be harmful in any way. In such a case Dr. Marotta 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, upon your request, Dr. Marotta will release information to an agency/person you specify unless Dr. Marotta assesses that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Marotta between sessions, please leave a message on the voicemail service (650) 494-2347 and your call will be returned as soon as possible. Please call from 8:00 a.m. to 5:00 p.m. M-F for non-emergency calls. Call between 5:00 p.m. and 8:00 a.m. only if it is urgent. Dr. Marotta picks up her messages a few times a day, M-F, occasionally on weekends. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, call the 24 hour crisis line (650) 494-8420, the Police (911), or go to your nearest emergency room.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$190 per 50-minute session at the end of each session unless other arrangements have been made. Please notify Dr. Marotta if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance company. Unless agreed upon differently, Dr. Marotta 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. 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:** 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 Dr. Marotta 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 shall be submitted to and settled by binding arbitration in Santa Clara 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. Marotta can use legal means (court, collection agency, etc...) to obtain payment. The prevailing party in arbitration, or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys fees. In the case of arbitration, that sum will be determined by the arbitrator.

**THE PROCESS OF THERAPY/EVALUATION:** 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. Marotta 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. 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. Marotta may challenge some of your assumptions or perceptions or propose other ways of looking at, thinking about, or handling situations that cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you into 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 abuse, 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. Marotta is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, psychodynamic, transpersonal, system/family, developmental (adult, child, family), mindfulness, or psycho-educational.

**Discussion Of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Dr. Marotta will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any procedures used in the course of your therapy, their possible risks, Dr. Marotta'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. Marotta does not provide, she has the ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings Dr. Marotta will assess so she can be of benefit to you. Dr. Marotta does not except clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals whom you can contact. If at any point during psychotherapy Dr. Marotta 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, which may be of help to you. If you request it and authorize it in writing, Dr. Marotta 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. Marotta will assist you in finding someone qualified, and if she has your written consent, she 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. Marotta will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual Relationships:** Therapy never involves sexual or business relationships or any other dual relationship that impairs Dr. Marotta's objectivity, clinical judgment, and therapeutic effectiveness or can be exploitive in nature.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day M-F) notice is required for rescheduling or canceling an appointment. A **\$100 cancellation fee** will be charged for sessions missed without such notification. Because this fee is substantially reduced from the full fee, there are absolutely no exceptions. Most insurance companies do

