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OFFICE POLICIES AND AGREEMENT FOR PSYCHOTHERAPY SERVICES

INTRODUCTION

I am honored to join with you in the process of exploring and working with the challenges that bring you into counseling and the opportunities that this presents.

My interest in psychology led me to pursue a B.A. in psychology from Yale University; Ph.D. in clinical psychology from the University of Nevada, Reno; and pre-doctoral internship at the V.A. Palo Alto Health Care System. I began my clinical career as an inpatient staff psychologist for patients with schizophrenia and bi-polar disorders at the Palo Alto V.A. I then served as an outpatient staff psychologist for patients with chemical dependency and related issues in the Psychiatry Department of Stanford University Medical Center. In 1990, I started my Palo Alto based private practice. Drawing from my own struggles with infertility and the mind-body path that led to the birth of my daughter through surrogacy, specialties emerged in the areas of mindfulness, fertility challenges, life transitions, and general life issues.

My current professional activities include working with individuals and couples in my private practice, serving as Mind-Body Program Coordinator at Palo Alto Medical Foundation Fertility Physicians of Northern California, and writing books and papers on mindfulness and infertility. For a detailed description of my educational and professional background, please see my resume at www.janettimarotta.com.

THE PROCESS OF THERAPY/EVALUATION: During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the issue that is being treated and what may best benefit you. These approaches include mindfulness, psychodynamic, cognitive-behavioral, family systems, transpersonal, developmental (adult, child, family), and psycho-educational. Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the concerns that led you to seek therapy. Working toward these benefits however, requires effort on your part, which includes your active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and request that you respond openly and honestly. Please be aware, that during evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing feelings of anger, sadness, worry, fear, anxiety, insomnia, etc. I may challenge some of your assumptions or perceptions or propose other ways of looking at, thinking about, or handling situations that may cause distressing feelings. Attempting to resolve issues that initially brought you into therapy, 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.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, I will discuss with you my 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 procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please do not hesitate to ask. You also have the right to ask about other treatments for your issue and their risks and benefits. If you could benefit from any treatment that I do not provide, I will assist you in obtaining those treatments.

Termination: As described above, after the first couple of meetings I will assess your condition so I can be of benefit to you. I do not except patients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals whom you can contact. If at any point during psychotherapy I assess that I am not effective in helping you reach the therapeutic goals, I am obliged to discuss this with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals, which may be of help to you. If you request it and authorize it in writing, I 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, I will assist you in finding someone qualified, and if I have your written consent, I will provide you with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: Psychotherapy never involves sexual or business relationships or any other dual relationship that impairs my objectivity, clinical judgment, therapeutic effectiveness or can be exploitive in nature.

TELEPHONE/EMAIL & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a voicemail message (650) 494-2347 or email janetti@janettimarotta.com and your call will be returned as soon as possible. Messages are retrieved several times each day Monday to Friday, and occasionally on weekends. I do not carry a pager. 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: The fee for a 50-minute session is \$150. Payment is due at the end of each session or at the end of each month, whichever you prefer. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. Unless you wish to have your invoice at the end of each session, I will provide it to you on a monthly basis. In order for insurance to apply, you need to have a PPO insurance (not HMO) where you can see an out-of-network provider, as I am not on any insurance panels. If you choose to use your insurance benefits, please note that it is your responsibility to bill your carrier. Attach the invoice to your insurance claim form and specify payment is to be sent to you (patient), and not to me (provider). Please note that not all issues or conditions which are the focus of psychotherapy are reimbursed by insurance companies, and that it is your responsibility to verify the specifics of your coverage.

CANCELLATION: Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or canceling an appointment. A **\$75 cancellation fee** will be charged for sessions missed without such notification. Because this fee is substantially reduced from the full fee, there are no exceptions. Most insurance companies do not reimburse for missed sessions.

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 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, dependant 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 me. 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. I will use my clinical judgment when revealing such information.

Emergencies: If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I 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, I 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 in order to process the claims. Only the minimum necessary information will be communicated to the carrier. I have no control or knowledge over what insurance companies do with the information I submit 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 nor your attorney's, nor anyone else acting on your behalf will call on me to testify in court or any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: I consult regularly with other professionals regarding my clients; however, you or other identifying information is never mentioned. Your 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 I assess that releasing such information might be harmful in any way. In such a case I 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, I will release information to an agency/person you specify unless I assess that releasing such information might be harmful in any way.

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 mutual agreement. 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, I 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.