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Office Policies and General Information

CONFIDENTIALITY: All information disclosed within sessions and the written records about 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 OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by the law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a patient presents a danger to self, to others, to property, or is gravely disabled or when patient's family members communicate to me that the patient presents a danger to others. Disclosure may also be required according to a legal proceeding by or against you. 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 testimony by me. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by **all** adult parties who were part of the family therapy, couple therapy, or other treatment that involved more than one adult patient.

EMERGENCY: If there is an emergency during our work together 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 ensuring 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.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure concerning 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, nor anyone else acting on your behalf, will call me to testify in court or at any other proceeding, nor will disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: I regularly consult with other professionals regarding my patients; however, patients remain entirely anonymous, and confidentiality is fully maintained. In some cases, it is helpful for a consultant to review patient records. If this occurs, all information is kept anonymous and confidential.

EMAIL, CELL PHONE, COMPUTERS, AND FAXES: It is important to be aware that computers and e-mail communication can be easily accessed by unauthorized people and can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access because internet servers have unlimited and direct access to all e-mails that go through them. Additionally, my emails are not encrypted. My computers are equipped with a firewall, virus protection, and a password and I also back up all confidential information from my computers regularly. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone, or fax. If you communicate confidential or private information via e-mail, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and my profession's standards require that I keep treatment records for at least seven years. Unless otherwise agreed to be necessary, I retain clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with me.

As a patient, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful. In such a case, I will provide the records to your choice's appropriate and legitimate mental health professional. Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful. When more than one patient is

involved in treatment, such as in couples and family therapy cases, I will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message on the answering machine at 415-922-1122, and your call will be returned as soon as possible.

I check my messages several times during the daytime only, unless I am out of town. If an emergency arises, indicate it clearly in your message and if you need to talk to someone right away, call 911. Evenings and weekends, in emergency situations, you can reach me at 415-641-8359. Please do not use e-mail or fax for emergencies.

PAYMENTS & INSURANCE REIMBURSEMENT: Patients are expected to pay the standard fee of \$250.00 per 50-minute session at the end of each session or the end of the month unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, reading records, longer sessions, travel time, etc., will be charged at the same rate, unless indicated and agreed upon otherwise.

Please notify me if any problems arise during therapy regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and not to the insurance companies. Unless agreed upon differently, I will provide you with a copy of your receipt every month, which you can then submit to your insurance company for reimbursement if you so choose.

You should be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Insurance companies reimburse not all issues/conditions/problems which are dealt with in psychotherapy. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I can use legal or other means (courts, collection agencies, etc.) to obtain payment.

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 arbitration initiation. The mediator shall be a neutral third party chosen by agreement of me and the patient(s). The cost of such mediation, if any, shall be split equally unless otherwise agreed upon. If mediation is unsuccessful, any unresolved controversy related to this agreement should be

submitted to and settled by binding arbitration in San Francisco, CA following the American Arbitration Association rules, which are in effect at the time the demand for arbitration is filed. Notwithstanding the preceding, 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 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 AND SCOPE OF PRACTICE: 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.

I will ask for your feedback and views on your therapy, your 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 an 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.

I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which 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. I provide neither custody evaluation recommendations nor medication or prescription recommendations nor legal advice, as these activities do not fall within my scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, I will discuss with you (patient) my working understanding of the problem, treatment plan, therapeutic objectives and my 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, my expertise in employing them, or about the treatment plan, please ask and you will be answered thoroughly. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept patients who, in my opinion, I cannot help. In such a case, I will give you several referrals for you to contact.

Suppose at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals or that you are non-compliant. In that case, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I will give you a number of referrals that may help you.

If you request it and authorize it in writing, I will talk to the psychotherapist of your choice to help with the transition. Suppose you want another professional's opinion or wish to consult with another therapist. In that case, I will assist you with referrals, and if I have your written consent, I 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, I will offer to provide you with names of other qualified professionals if appropriate.

CANCELLATION POLICY: Once we have agreed to work together, I will set up a time, or times, to meet each week. This time is yours, and you are responsible for it even if you do not make use of it. Accordingly, the full fee will be charged for missed sessions. However, if it is possible to reschedule a missed session within a week, I will not charge you.

If I can schedule another patient during the time you missed, you will not be charged for that session. Most insurance companies do not reimburse for missed sessions.