#### Miranda J. Gabriel, Psy.D.

**1350 Dell Avenue, Suite #103**

**Campbell, CA 95008**

 **(510) 459-1302**

### **Office Policies and General Information**

**CONFIDENTIALITY:** All information disclosed by you during the course of psychotherapy and the written records pertaining to those sessions will be kept completely confidential and will not be revealed to any agency or other person without your written permission, except where disclosure is required by law.

Disclosure is required or may be required by law in these following circumstances: when there is a reasonable suspicion of child, dependent, or elder abuse or neglect; when a client presents a danger to self, to others, to property, or is gravely disabled; when a client’s family members communicate to Miranda J. Gabriel, Psy.D. that the client presents a danger to others. Disclosure may also be required pursuant to certain legal proceedings by or against you. If you place your mental status at issue in litigated initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Miranda J. Gabriel, Psy.D. In family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege does not apply among the family members, unless otherwise agreed upon. Miranda J. Gabriel, Psy.D. will use her clinical judgment when revealing such information. Miranda J. Gabriel, Psy.D. will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy or other treatment that involved more than one adult client.

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, you agree 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 Miranda J. Gabriel, Psy.D. to testify in court or at any other legal proceedings, nor will you request a disclosure of the psychotherapy records.

**THE PSYCHOTHERAPY PROCESS 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. Psychotherapy requires your active effort and 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 and its progress.

In addition there may be certain risks involved. For example, the therapy process can be challenging, and sometimes may involve experiencing some uncomfortable feelings, or engaging in difficult interactions, or facing difficult aspects of your life. At times relationships with others may change in ways that were not originally intended. Change will sometimes be easy and swift, but more often it will be gradual and even frustrating. Nevertheless, most people find the benefits outweigh any such risks. Sometimes there can be more risks associated with not participating in psychotherapy.

There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Miranda J. Gabriel, Psy.D. 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, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Miranda J. Gabriel, Psy.D. does not provide custody evaluation recommendations or medication or prescription recommendation or legal advice, as these activities do not fall within her scope of practice.

**TERMINATION**: As set forth above, after the first couple of meetings, Miranda J. Gabriel, Psy.D. will assess if she can be of benefit to you. Miranda J. Gabriel, Psy.D. does not work with clients, who, in her opinion, she cannot help. In such cases, if appropriate, she will give you referrals for you to contact. If at any point during therapy, Miranda J. Gabriel Psy.D. either assesses that she is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling.  In such cases, if appropriate and/or necessary, she will give you a couple of referrals that may be of help to you.  If you request it and authorize it in writing, Miranda J. Gabriel, Psy.D. 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, Miranda J. Gabriel, Psy.D. will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide the consulting therapist with the essential information needed. You have the right to terminate therapy at any time.  If you choose to do so, upon your request and if appropriate and possible, Miranda J. Gabriel, Psy.D. will provide you with names of other qualified professionals whose services you might prefer.

If you threaten, harass, or commit violence, either verbally or physically against me, my family, or my office, I reserve the right to terminate your treatment unilaterally and immediately. Failure or refusal to pay for services after a reasonable time is another condition for termination of services.

**EMERGENCY:** If there is an emergency during therapy or after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving 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 appropriate medical care.

It is not a regular part of my practice to search for clients on Google or Facebook or any other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

**Telephone & Emergency Procedures:** Confidential telephone messages may be left on my answering machine at (510) 459-1302, 24 hours a day and your call will be returned as soon as possible. I check my messages several times a day, unless I am out of town. If an emergency arises, please indicate it clearly in your message. If you need to talk to someone right away, you can go to your nearest hospital or call the Police at 911. Please do not use email, texts, or faxes for emergencies. I do not always check my email or faxes every day.

**Payment & Insurance Reimbursement**: Patients are expected to pay the standard fee of $225 per 50-minute session at the end of each session unless other arrangements have been made. Telephone conversations over 10-minutes in duration, site visits, reading and writing of reports, consultation with other professionals, release of information, 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 the course of therapy regarding your ability to make timely payments.

Patients who plan to use health insurance should note that insurance companies often have limitations on the nature, frequency, and amount of mental health and psychotherapy coverage provided. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Insurance companies do not reimburse for all conditions that may be a focus of treatment. 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, Miranda J. Gabriel, Psy.D. can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**CANCELLATION:** Missed and cancelled session pose some issues for both of us. First, the work involved in psychotherapy is sometimes challenging and when we hit a difficult place together, it can feel easier to want to avoid coming in for treatment. I would prefer that we talk about this intentionally rather than you cancelling sessions. Also, I hold your scheduled appointment time specifically for you and only you. I see a limited number of patients so that I can give you the focus and attention you deserve. It is extremely difficult for me to fill your cancelled session on short notice. Therefore, a minimum of one week’s notice is required to cancel a scheduled appointment. Unless a missed or late cancellation session can be filled or re-scheduled, the full fee will be charged for missed sessions without such notification. Insurance companies do not reimburse for missed sessions.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or managed care organization in order to process the claims. Only the minimal necessary information will be communicated to the insurance carrier, including diagnosis, the date and length of our appointment, and what services were provided. I have no control over the information once it leaves my office. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance.

**CONSULTATION:** I regularly consult with other professionals regarding my clients in order to provide you with the best possible service. Names or other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained. If, for some reason, I believe it is important to consult with another professional in-depth, and I believe identifying information about you may be shared, I will have you sign a release of information allowing me to share this information. Without such a release, I may still seek consultation with another professional, but I will not disclose any confidential information that may lead another person to be able to identify you.

**E–MAILS, VOICEMAIL, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication.  While data on Miranda J. Gabriel’s computers are encrypted, e-mails and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers.

If you choose to communicate with me by email, be aware that all emails are retained in the logs of both of our Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record. Please notify me if you decide to avoid or limit, in any way, the use of any of these communication devices.

If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, 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.   Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**TELEPSYCHOLOGICAL SERVICES:** There are potential benefits and risks of video-conferencing (e.g. limits to patient confidentiality) that differ from in-person therapy sessions. Confidentiality still applies for telepsychological services and no one will record the therapy sessions without the permission from the other person(s). We agree to use the video-conferencing platform selected for our virtual sessions, and Dr. Gabriel will explain how to use it. You will need a webcam or a smartphone during the session. It is important to be in a quiet, private space that is free of distractions, including cell phone or other devices during the virtual session. It is important to use a secure internet connection rather than public or free Wi-Fi. It is important to be on time. If you need to cancel or change your virtual session, you must notify Dr. Gabriel in advance by phone or email. As a reminder, a minimum of one week’s notice is required to cancel a scheduled appointment. Additionally, a back-up plan (e.g. phone number where you can be reached) is needed to restart the session or to reschedule it, in the event of technical problems. A safety plan that includes at least one emergency contact and the closest emergency room to your home is needed in the event of a crisis situation. If you are not an adult, the permission of your parent or legal guardian (and their contact information) is needed for you to participate in telepsychological services. As your treating psychologist, Dr. Gabriel may determine that due to certain circumstances, telepsychological services is not or no longer appropriate and in-person sessions may need to started or resumed.

**DUAL RELATIONSHIPS:** Therapy never involves sexual, business, or any other dual relationship that could impair Miranda J. Gabriel's objectivity, clinical judgment, therapeutic effectiveness, or could be exploitative in nature. Miranda J. Gabriel will carefully assess before entering into non-sexual and non-exploitative dual relationships with clients. It is possible that during the course of your treatment, I may become aware of other pre-existing relationships that may affect our work together. I will do my best to resolve these situations ethically, but this may entail our needing to stop working together, depending on the type of conflict. It is your responsibility to advise me if a dual or multiple relationship becomes uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find that it is interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:**  Miranda J. Gabriel, Psy.D. retains clinical records only as long as is mandated by California law. As a client, 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 to you. If I reach that conclusion, I will explain the reason for denying your request.

**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 Miranda J. Gabriel, Psy.D. and the 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 Santa Clara County, California in accordance with the rules 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, Miranda J. Gabriel, Psy.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 as well as attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**COMPLAINTS:** If you have a concern or complaint about your treatment, please talk with me about it. I will take your criticism seriously and respond with care and respect. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can contact the Board of Behavioral Science Examiners which oversees licensing, and they will review the services I have provided.

#### Board of Psychology

 **1625 North Market Street, Suite N-215**

 **Sacramento, CA 95834**

 **1-866-503-3221**

**bopmail@dca.ca.gov**

You are also free to discuss your complaints about me with anyone you wish and you do not have any responsibility to maintain confidentiality about what I do that you don’t like since you are the person who has the right to decide what you want kept confidential. Please let me know if you have any questions or concerns about these policies and procedures for working together in psychotherapy.

I have read and understand these Office Policies. I agree to comply with them. I have received a copy of these Office Policies.

**Client's Name (print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**