

Nicolle Gottfried Zapien Psychotherapy

Consent to Treatment and Office Policies

I. The Process of Evaluation and Treatment

Participation in psychotherapy can result in a number of benefits to you, including improved interpersonal relationships, more comfort with yourself and your emotional life, and the resolution of the specific concerns that led you to seek psychotherapy. From the very first conversation we have, I will aim to develop our therapeutic relationship, a unique kind of relationship, and one of the major “tools” that psychotherapy uses to facilitate development in patients. I will also be working to evaluate your concerns in order to determine if psychotherapy, and in particular, if psychotherapy with me, is likely to be of benefit to you.

In most cases psychotherapy can be conducted effectively in weekly 50-minute sessions. It can also be structured in more frequent meetings (e.g. 2 – 5x week) for more in-depth work, during a crisis or for psychoanalysis. I will make a recommendation within the first meetings about the frequency of meetings based on my clinical experience, your desires and my assessment of your particular situation.

Psychotherapy can be thought of as a confidential space to explore yourself and your concerns through developmental conversations. The dialogue between therapist and patient and the structure of therapy, while designed specifically to help you, can be evocative and can unearth, at times, unexpected ideas, difficult feelings and memories. Successful therapy usually requires self-awareness and reflectiveness, openness, and a willingness to explore your inner life, as well as regular attendance. Changes made in therapy may sometimes be easy and swift and satisfying and other times may be slow or even frustrating. It is difficult to predict at the outset how long a therapy will take to address your goals. If at any time Dr. Zapien feels she cannot help you, she will either recommend changes to the approach or will provide referrals to other professionals who can help you.

II. Scope of Practice/Limits of Service

Dr. Nicolle Zapien is a licensed marriage and family therapist and a certified sex therapist. She is also a candidate at the Psychanalytic Institute of Northern California, training in psychoanalysis. This means she is qualified to treat a wide range of mental health concerns, sexual issues, relationship difficulties and developmental problems for adults, couples, families, children and elders. There may be cases where she believes that she cannot help you because your concerns are outside of the scope of her core competencies or your concerns would be better suited to another clinician. In these cases, she is ethically bound to either refer you to someone who can better address your needs or to recommend that you add

additional services to your psychotherapy with Dr. Zapien to enhance or support results.

Dr. Zapien provides psychotherapy, sex therapy and psychoanalysis. Dr. Zapien does not prescribe medications. During psychotherapy, psychoanalysis and sex therapy, which is a form of psychotherapy that addresses the psychological and relational aspects of sexuality, Dr. Zapien does not touch patients.

Should you have concerns about your work with Dr. Zapien, the Board of Behavioral Sciences in California or the American Association of Certified Sex Counselors and Therapists are the agencies to whom to complain.

III. Confidentiality

All information disclosed within sessions and the written records pertaining to sessions are confidential and may not be revealed to anyone, except where disclosure is required by law. Some of the circumstances where disclosure is required by law are: When there is reasonable suspicion of child, dependent or elder abuse or neglect; and, where a patient presents an imminent danger to self or others or is gravely disabled. If you have questions about privacy or confidentiality, please ask.

Disclosure may also be required pursuant to a legal proceeding. If you place your mental status at issue in any litigation initiated by you, the defendant may have rights to obtain the psychotherapy records and/or testimony by Dr. Zapien. In couples or family therapy, confidentiality and privilege do not apply between the couple or among family members. Dr. Zapien will not release records or even acknowledge that you are/were a patient to any third party unless authorized in writing to do so by all who are/were part of the treatment.

Dr. Zapien consults with other licensed professionals about her patients, as is ethical practice and required by the profession. In these cases, she may discuss some details of your clinical material in an anonymized fashion and with the utmost consideration to protecting your identity. These other licensed clinicians are bound by the same laws and ethics described above and will not know your name, or any identifying information about you.

Dr. Zapien uses hushmail and Zoom (HIPAA compliant versions which are end to end encrypted and open source) and a cell phone to communicate with prospective patients and patients. While she aims to provide confidentiality, and minimizes the use of any identifying information on these platforms, the use of any technology carries some risk to privacy and confidentiality. If you are concerned about the use of technology in communicating with Dr. Zapien, let's discuss your concerns and see what can be done to mitigate them satisfactorily.

IV. Termination/Ending Psychotherapy

You have the right to terminate or end therapy at any time. If you choose to do so, Dr. Zapien will invite you to engage in a termination process, designed to reflect upon the treatment and deepen any learnings that may have arisen and identify any concerns that remain. This process includes considering the impact of not being in psychotherapy after ending this particular relationship. Dr. Zapien will also provide referrals, at any time, if you wish to have referrals to another provider. You are also welcome to return to psychotherapy at a future date.

V. Payments and Insurance Reimbursement

You and Dr. Zapien will agree upon a fee for your sessions that will either be the full fee for Dr. Zapien's services or a sliding scale fee based upon a discussion about your financial situation and needs and in consideration of the availability of sliding scale time slots in Dr. Zapien's schedule. Each year fees are reviewed and potentially revised in January. If something changes in your financial circumstances at any time during treatment, your fees may be adjusted.

Dr. Zapien is not currently part of any insurance panels and does not accept insurance as a form of payment at this time. Acceptable forms of payment include: Cash, check, debit card, credit card with the exception of American Express, HSA card and PayPal. Payments are due at the time of service or in the case of psychoanalysis via monthly invoice. Regardless of how you pay, Dr. Zapien will provide you with a superbill if you wish, that you can use for insurance reimbursement purposes. Please check with your insurance provider or HR department about reimbursements.

According to the No Surprises Act, you have the right to request a good faith estimate of how long your treatment may last and approximately how much it will cost each year. Dr. Zapien can provide this to you after the initial assessment period by written request. Because new circumstances may arise in your life during treatment that may impact the length and therefore the estimated cost of your treatment, this is only an estimate and is subject to change.

VI. Cancellation Policies and Scheduling

Dr. Zapien reserves a particular time or times for you each week for your sessions. You are responsible for payment for these sessions at the agreed upon rate. In the event you cannot attend a session, please call or email to try to reschedule your sessions for another time that week. In every case, Dr. Zapien will try to find an alternative time. If an alternative time cannot be found for that week, you will be responsible for the session fee. Dr. Zapien allows up to 4 weeks of missed sessions, for which you are not responsible for payment, per year as there is significant evidence that regular attendance is important to treatment outcomes. Dr. Zapien does not charge for missed session when she takes vacation or is sick.

VII. Contact Policies

a. Telephone and Email

Dr. Zapien can be reached via voicemail (415) 835-2195 or via HIPAA compliant email drzapien@nicollegottfriedzapien.com. If you leave a voicemail, please speak slowly and clearly. Please leave your phone number even if you think I already have it. You can expect to receive a response within 48 hours unless Dr. Zapien is on vacation, in which case a contact number for a licensed colleague will be provided. If you do not receive a call back, please call again in case your phone number was not clear or your message was not received.

b. Emergencies

In the event you experience a psychiatric emergency or crisis, or an urgent concern arises, please leave a voicemail for Dr. Zapien and then call the 24-hour suicide and crisis hotline at (415) 781-0500 and/or 911.

VIII. Mediation and 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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Zapien and patient(s). The cost of mediation is to be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to binding arbitration in Alameda county in accordance with the rules of the American Arbitration Association, that are in effect at the time the demand for arbitration is filed.

I have received the consent to treatment and office policies documents and review them with Dr. Zapien.

Printed Name(s)

Signature

Date

Emergency Contact Name and Phone number