



Amita Schmidt, LCSW  
411 Huku Li'i Place  
Suite 302  
Kihei, HI 96753  
808.633.1884  
mauipsychotherapy.com

## OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

*This form provides you (patient) with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA pre-emptive analysis.*

**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. We are strongly committed to maintaining and protecting confidentiality within the legal and ethical limits of the mental health field. Under Hawaii law, communications between a client and a licensed psychotherapist are privileged (confidential) and may not be disclosed without authorization of the client, except under specific, limited circumstances.

**Exceptions to Confidentiality; Reporting Requirements:** We are required by law to breach confidentiality under one of the following circumstances:

1. Any form of abuse or neglect of minors, elderly or handicapped individuals must be reported to the proper authorities. As a "mandated reporter" under state law, mental health practitioners must report to the Hawaii Department of Children, Youth and Families or Adult Protective Services any suspicion of neglect or abuse of a minor, the elderly, or persons with physical or mental limitations.
2. When a client is a potential danger to him/herself, the therapist must take action to prevent harm to the client. Appropriate action may include involuntary hospitalization or informing the police and/or family members of the situation.
3. Hawaii statute requires licensed psychotherapists to warn the police or likely victims of a client's serious threat of violence against a clearly identified or reasonably identifiable victim or property.
4. Disclosure of confidential information can be required by court order in the form of subpoena of therapist's records or therapist's testimony.

No actions in the above circumstances will be taken without first informing or attempting to inform the client involved.

**Confidentiality in Couples and Family Therapy:** Information from couples or family therapy can only be released to third parties by written waiver from each legally competent person involved in the therapy. Clients who participate in couples therapy, family therapy, or other relationship counseling involving more than one person, consent to and explicitly give their permission that the counselor can communicate any information received to all participants of therapy. Based on this permission, the therapist will assume that any information given to him/her by one person can be shared with all other couple or family members who take part in couple or family therapy. If you wish to keep certain information from your partner or other family members, you have the option of not communicating this information to the therapist.

**Communication of Client Information for Administrative Purposes and for Coordination & Quality of Care:** Our staff may internally share certain client information for administrative purposes, such as forwarding of client messages and client correspondence, billing, processing of payments and insurance claims, filing, or other clerical tasks. Our clinical staff may also share client information for the purposes of vacation, weekend or emergency coverage, as well as for internal referral and for coordination of care.

**AVAILABILITY AND EMERGENCIES:** You can contact Amita Schmidt, LCSW by phone by calling our office number at (808) 633-1884. We may not always answer your call in person, but you can leave a confidential message on our voice mail system at this number 24 hours a day, 7 days a week. We will make every attempt to return your call as soon as possible - in most cases within a few hours or the same day, except on weekends and holidays. If you are someone who will require regular contact over the phone in addition to the scheduled therapy time in the office, we are not the appropriate mental health provider for you. We can assist you with a referral to a



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counseling agency that is better equipped for offering clients more intensive levels of care. If you feel your situation is an emergency, please clearly indicate so when leaving a message. When you experience an emergency and you have been unable to reach your therapist in person, or we have not been able to get back to you in a timely fashion, we encourage you to call the Maui Mental Health Crisis Center 800 753 6879, or to go to the nearest Hospital Emergency Room or call the local police by dialing 911. **Please do not use e-mail or faxes for emergencies. Amita Schmidt, LCSW does not always check her e-mail or faxes daily.** If there is an emergency during our work together, or in the future after termination where Amita Schmidt, LCSW 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 & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Amita Schmidt, LCSW, only the minimum necessary information will be communicated to the carrier. Amita Schmidt, LCSW has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must 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. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break ins and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

**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) nor your attorney(ies), nor anyone else acting on your behalf will call on Amita Schmidt, LCSW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**CONSULTATION:** Amita Schmidt, LCSW consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

**E-MAILS, CELL PHONE, SMS (TEXTS), COMPUTERS AND FAXES:** It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. Additionally, Amita Schmidt, LCSW's e-mails are not encrypted. Amita Schmidt, LCSW's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers on a regular basis. Please notify Amita Schmidt, LCSW if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone, sms (texts) or faxes. If you communicate confidential or private information via e-mail, Amita Schmidt, LCSW 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 she will honor your desire to communicate on such matters via e-mail or sms (text). Please do not use e-mail, sms (text) or faxes for emergencies.



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**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Amita Schmidt, LCSW's profession require that she keeps treatment records for at least five years. Unless otherwise agreed to necessary Amita Schmidt, LCSW retains clinical records only as long as is mandated by Hawai'i state law. If you have concerns regarding the treatment records please discuss them with Amita Schmidt, LCSW. 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 Amita Schmidt, LCSW assesses that releasing such information might be harmful in any way. In such a case Amita Schmidt, LCSW 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, Amita Schmidt, LCSW will release information to any agency/person you specify unless Amita Schmidt, LCSW assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Amita Schmidt, LCSW 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.

**VACATION PLANS OR OTHER ABSENCES:** Amita Schmidt, LCSW will give you reasonable notice of vacation plans or other absences. You will have coverage by another mental health practitioner available to you when Amita Schmidt, LCSW is on vacation or absent.

**FEEES AND FINANCIAL POLICIES:**

**Cost of Counseling Services:** Payment for counseling services (including insurance co-payments) is expected at time of service. If needed, please make alternate arrangements prior to your session. Assistance is available for private-pay clients who are experiencing financial hardship.

**Cost of Additional Professional Services:** Services that a) do not involve client contact, b) are non-clinical, which means something other than therapy, or c) require travel or time outside our office, are billed at a hourly rate of \$ 95.00. Additional professional services need to be pre-paid, unless different arrangements have been made in advance. Examples of additional professional services include, but are not limited to the following: writing of reports or verification letters or contacts with other professionals. By signing our service contract you specifically agree to pay us for all additional professional time spent on your behalf, including preparation and travel time.

**Payment Policies:** You are expected to pay the standard fee at each session unless other arrangements have been made in advance. Insurance co-payments are due at the time of the visit. We accept cash and checks for payment. Checks should be made out to Amita Schmidt. There is a \$ 25.00 charge for returned checks. Failure to make two payments in a row will result in suspension of services until the balance is paid in full. We also reserve the right to collect outstanding balances by using various collection procedures.

**Cancellation Policy & Missed Appointments:** Our services are by appointment only. Please inform Maui Psychotherapy as soon as possible if you are unable to keep an appointment. You can leave cancellation messages on my business voicemail 24 hours a day. We require an advance notice of at least 24 hours for cancellations or changes of scheduled appointments. A cancellation/no-show fee of \$ 50.00 is charged for missed appointments and for cancellations with less than 24 hours notice. Insurance companies do not pay for missed appointments. At your counselor's discretion, we might not charge for cancellations with less than 24 hours notice due to unusual circumstances, such as sudden illness or severe weather.

**Late Arrivals:** Should you arrive late for your appointment, your scheduled visit will be shortened by the amount of time you came in late. We reserve the right to leave the office when a client has not arrived within 15 minutes of the appointment time.

**Copy of Client Record:** Requests for copies of the client record need to be pre-paid and made in writing. Our fee for providing a copy of the record is \$ 50.00. It may be higher for very extensive records. This fee covers the cost for our administrative time and copying.

### **THE THERAPY SESSION:**

**Mental Health Diagnosis:** Hawai'i law requires that all consumers of mental health services provided by a licensed psychotherapist shall receive a mental health diagnosis, specified in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. We invite you to review your mental health diagnosis with your therapist. You are entitled to know and understand your mental health diagnosis. Amita Schmidt, LCSW provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

**Treatment Plans:** Within a reasonable period of time after the initiation of treatment, Amita Schmidt, LCSW 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 of the procedures used in the course of your therapy, their possible risks, Amita Schmidt, LCSW'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.

### **Benefits and Limitations of Therapy:**

Many people find that counseling has helped them improve the quality of their lives and their relationships. Therapy can help individuals change self-defeating behaviors, build self-confidence, or develop solutions to various life challenges. Many clients benefit from counseling by finding relief from distressing thoughts and feelings or from anxiety and depression. Many couples resolve conflicts and improve trust and communication. But shaking old personal habits and relationship patterns is also hard and difficult. Desired changes may not always be possible, and not all situations can be resolved successfully in counseling. The likelihood of successful counseling results varies with each unique situation and should be discussed with the counselor. It is impossible, however, to guarantee any particular therapy outcome. Research has shown that a solid therapeutic relationship, strong client motivation and active client participation are the most important factors for achieving positive results in counseling.

**Length and Frequency of Visits:** The standard length of a session is 45-50 minutes. Longer or shorter meetings can be scheduled by request. Couples and families may prefer to have longer sessions to allow for more time to fully address complex couple or family concerns. Frequency of sessions is arranged in a flexible fashion according to the needs and the unique situation of each client. We generally suggest starting counseling with regular weekly appointments. Once some progress has been made, visits tend to be less frequent and spaced out over a longer period of time. We are committed to providing quality, cost-effective services to our clients. We will make every attempt to assist you in resolving your concerns within a reasonable time frame.

**Maintaining Safety:** Sessions will only be held when there is no violence, no threat of violence and when nobody is under the influence of substances. Weapons of any kind are not allowed in our office. Any physical violence, any threat of violence, any intimidation, any presence of weapons, or any client intoxication will result in immediate termination of the therapy session.

**Client Discomfort or Dissatisfaction:** At times clients may feel uncomfortable in therapy. This experience is not uncommon and can occur for a number of different reasons. We encourage you to openly share feelings of discomfort with your therapist, so that they can be addressed in a constructive fashion and do not become obstacles to your success in therapy.

**Ending Therapy:** Therapy may end for a number of reasons. Typically, a client has improved and/or goals have been met, or a client wishes to take a break for personal or financial reasons. Discontinuing therapy can sometimes be a temporary step that may be reconsidered later on an as-needed basis. Clients have the right to discontinue counseling at any time. We prefer to talk with clients about their decision to end therapy and to clarify their reasons for doing so. As set forth above, after the first couple of meetings, Amita Schmidt, LCSW will assess if she can be of benefit to you. Amita Schmidt, LCSW does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals who you can contact. If at any point during psychotherapy Amita Schmidt, LCSW assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Amita Schmidt, LCSW 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, Amita Schmidt, LCSW will assist

you with referrals, 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, if appropriate, Amita Schmidt, LCSW will offer to provide you with names of other qualified professionals.

**LEGAL NEEDS OF CLIENTS:** Please be advised that we will not be available to assist our clients in any court or legal proceedings under any circumstances. We request that you do not engage our services if you are considering a therapist's involvement with the legal system on your behalf. By contracting for our services, you explicitly consent to a contractual agreement between you and Amita Schmidt, LCSW to never involve us for your own legal purposes or legal proceedings against a third party.

**CLIENT RIGHTS:** All clients have the right:

- To confidentiality, respectful treatment and a safe counseling environment.
- To services that are beneficial to the client and within the therapist's range of professional competence.
- To question and/or to refuse suggested therapeutic procedures or methods.
- To request whatever information or reasonable explanation they wish about their counseling.
- To discontinue treatment without harassment.
- To not be recorded (audio and/or videotaping) or observed by third parties without their written permission, which can be declined.

**PROFESSIONAL ETHICS AND BOUNDARIES:**

**Professional Misconduct:** The therapeutic relationship must be without exploitation, harassment or undue pressure, and free from any sexual, physical or emotional abuse. Psychotherapists are obligated and responsible for maintaining appropriate professional boundaries with present and past clients. Do not hesitate to raise any question you may have regarding professional boundaries or professional misconduct with your therapist. If you have concerns about your counselor's professional conduct, we encourage you to immediately raise your concerns with your therapist. Reports of a licensed psychotherapist's misconduct and other complaints can also be directed the Hawaii State Licensing board.

**Contact With the Therapist Outside of the Office:** As we are located on a small island, it is not unlikely that at some point you and your therapist will encounter each other outside the office. In order to honor your privacy, your therapist will not initiate any social contact with you in those situations. Please do not interpret this behavior by your counselor as aloof, disinterested or disrespectful, but as an effort to ensure complete confidentiality for you. This leaves you with the choice of whether or not you want to initiate contact with your therapist outside the counseling room, depending on the circumstances. Your counselor will respond according to your choice. We encourage you to talk with your therapist about any concerns and questions regarding a potential encounter in social situations.

**Dual Relationships:** Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Amita Schmidt, LCSW's objectivity, clinical judgment or can be exploitative in nature. Amita Schmidt, LCSW will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Maui is a small community and many clients know each other and Amita Schmidt, LCSW from the community. Consequently you may bump into someone you know in the waiting room or into Amita Schmidt, LCSW out in the community. Amita Schmidt, LCSW will never acknowledge working with anyone without his/her written permission. Many clients choose Amita Schmidt, LCSW as their therapist because they know him before they enter into therapy with him and/or are personal aware of her professional work and achievements. Nevertheless, Amita Schmidt, LCSW will discuss with you, her client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's responsibility to communicate to Amita Schmidt, LCSW if the dual or multiple relationship become uncomfortable for you in any way. Amita Schmidt, LCSW will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.



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**Social Networking:** I do not accept friend requests from current or former clients on social networking site, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise your privacy and confidentiality. For the same reason, I am requesting that clients do not communicate with me via any interactive or social networking web sites.

**Ethical Codes:** Amita Schmidt, LCSW will provide you with a copy of her "Professional Disclosure Statement" (below) that identifies her mental health profession and the ethical code she practices under.

### **Professional Disclosure Statement**

Amita Schmidt, LCSW provides counseling and psychotherapy services for adults, children and adolescents. She is a Licensed Clinical Social Worker (LCSW) in the State of Hawaii with experience in the mental health field since 1984.

Amita has worked in both hospital and outpatient practice settings where she gained experience with behavioral health programs and mental health services.

Amita helps clients with depression and anxiety, eating disorders and addiction, and grief and loss issues. She also helps clients deepen spiritually and live life with more joy and ease. Amita utilizes a combination of mindfulness based psychotherapy with cognitive behavioral methods. She is also familiar with recovery and the 12-step recovery process.

Amita holds a Masters in Social Work from the University of Washington in Seattle, Washington with a Bachelor's Degree from Grinnell College in Grinnell, Iowa. She has worked in the mental health field since 1984 as well as being a mindfulness teacher and workshop leader since 1997. She has been practicing insight meditation for thirty years and teaches retreats on healing depression and mindfulness throughout the USA.

Her professional practice follows the National Association of Social Worker's Code of Ethics.