

# Raymond Buscemi, Psy.D.

Licensed Psychologist (PSY 22036)

[www.raymondbuscemi.com](http://www.raymondbuscemi.com)

582 Market Street, Suite 704

San Francisco, California 94104

Voicemail: 415.435.7541

Direct: 415.307.1500

[rsbuscemi@hushmail.com](mailto:rsbuscemi@hushmail.com)

## PRACTICE POLICIES AND INFORMED CONSENT

*This document contains information regarding the business policies and confidentiality of my practice. If you have any questions or concerns regarding these policies, please feel free to discuss them with me. This document can be accessed online at: [www.raymondbuscemi.com](http://www.raymondbuscemi.com)*

### Services

I offer psychotherapy for individuals and couples and clinical consultation for behavioral and medical healthcare providers.

Our first few sessions will involve an evaluation of your reasons for coming to treatment and what form of psychotherapy might be helpful for you. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include or I will offer some feedback with ideas about what type(s) of treatment I believe might be more helpful for your situation.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant or problematic aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Participating in therapy may involve discomfort, including remembering and discussing unpleasant events, feelings, and experiences.

During the therapeutic process, patients sometimes find that they feel worse before they feel better. This course of events is generally normal. Personal growth and change may be easy and swift at times, but also may be slow and frustrating at other times. Therapy may lead to better relationships, may provide solutions to specific problems, and significantly reduce feelings of distress. There are no guarantees, of course, about what you will experience.

You are welcome to raise any questions or concerns regarding treatment progress with me.

### Appointments

I offer regularly scheduled 45-minute psychotherapy sessions. Once a session time is agreed to it will be set aside for you and will not be offered to another patient. There will be no charge for cancelled appointments if a notice of cancellation is received at least 48 hours (two days) prior to the scheduled session. You may also choose to reschedule your session in advance, if a mutually agreeable time is available

### Fees and Billing

Initial Consultation: \$300

Individual Psychotherapy: \$200 per 45-minute session

Couples Therapy: \$225 per session

Clinical Consultation: \$200 per 45-minute session

There will be a charge for missed sessions and appointments cancelled with less than 48 hours notice. For those using insurance, you will be charged the negotiated fee (the amount insurance pays plus your standard co pay).

Fee adjustments can be discussed during the initial assessment period. Fees are payable in full at each visit unless prior payment arrangements have been agreed to. Payment can be made with cash, check, or debit/credit card. I will provide you with a receipt for cash payments.

### Insurance/EAP/Out-of-Network reimbursement

It is very important that you find out exactly what mental health coverage your insurance policy provides. It is also important for you to determine if coverage is being provided for the services rendered. I cannot promise coverage for the services rendered. Please note that some individuals prefer to not use their insurance coverage even though they may be eligible so that a diagnosis does not become part of their medical insurance records. If I am not affiliated with the insurance company that provides your coverage, I will provide you with a detailed statement that you can submit for reimbursement.

If you are seeing me as an in-network provider I will submit the appropriate insurance claims to the appropriate carrier. Please be aware that if you have a deductible on your policy, the insurance company will not reimburse for services until the deductible is met. You will then need to pay my fee yourself until the deductible level is met. Should you have any questions or concerns regarding this process, feel free to discuss them with me.

### Contacting me

I have a confidential voice mailbox that can be reached at 415.435.7541; I check messages several times each day. I will make every effort to return your call on the same day I receive the message, with the exception of weekends and holidays. For scheduling issues you are welcome to email me at: [rsbuscemi@hushmail.com](mailto:rsbuscemi@hushmail.com). This is a confidential email service. Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me.

### Professional Records

I may take notes during sessions and also generate other notes and records regarding the treatment. These notes constitute *my* clinical and business records, which by law are my sole property. I will not alter my normal record keeping process at the request of any patient. The laws and standards of my profession require that I keep treatment session records. You are entitled to receive a copy of treatment session records, or I can choose to prepare a summary instead. If treatment records are requested, I recommend that you review them in my presence so that we can discuss the contents together. You will be charged an appropriate fee for any professional time spent in responding to information requests. Should you request access to my records regarding treatment, I will respond to the request in accordance with California law. I maintain records in accordance with California law following the end of treatment.

### Confidentiality

The privacy of communication between Patient and Psychologist is protected under Federal and State law. There are specific exceptions to this confidentiality:

In most legal proceedings, you have the right to maintain the confidentiality of your treatment. However, in some proceedings involving child custody or when an emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues require.

Some situations legally require me to take action to protect others from harm, even if I have to reveal information about a patient's treatment. For example, if I have reason to be concerned that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

If a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient. If the patient threatens harm to himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If such a situation should occur, I will make every effort to fully discuss it with you before taking any action.

To maintain a high standard of practice, I find it helpful to consult other professionals about my clinical work. During a consultation, I do not use names and make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential.

While this written summary of exceptions to confidentiality should prove helpful in informing about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues but I will not provide any legal opinions regarding your situation.

You will also be provided with a California Notice Form detailing policies and procedures to protect the privacy of your health information.

### Psychologist-Patient Privilege

The information disclosed by a patient, as well as any records created, are subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special legal relationship between the patient and therapist. It is similar to the attorney-client privilege or the doctor-patient privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on your behalf. You are encouraged to discuss any concerns regarding the psychotherapist-patient privilege with your attorney. You should be aware that you *might* be waiving the psychotherapist-patient privilege if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns or questions you might have regarding the psychotherapist-patient privilege with your attorney.

### Termination of Therapy

I reserve the right to terminate therapy at my discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, patient needs that are outside the scope of my competence or practice, or the patient not making adequate progress in therapy. Patients also have the right to terminate therapy at his/her discretion.

Upon either party's decision to terminate therapy, I generally recommend that you participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. I will also attempt to ensure a smooth transition to another therapist, if necessary, by offering referrals to you.

### Litigation

I maintain a policy of not communicating with your attorney and generally I will not write or sign letters, reports, declarations, or affidavits to be used in legal matters. Generally, I will not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the patient, I require to be reimbursed for all time spent for preparation, travel, or other time in which I have made myself available to appear. Please let me know before we begin treatment if litigation is pending (or anticipated) that might require testimony or other input from the treating therapist. If legal proceedings develop during the course of treatment that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. I will not make any recommendation as to custody or visitation regarding minor patients. I will make every effort to be *uninvolved* in any custody dispute between the minor patient's parents.

I charge \$500 per hour for preparation and \$600 per hour for attendance at any legal proceeding, including deposition or other discovery. If I am required to hire an attorney to protect the confidentiality of your records, I will discuss this matter with you.

## Telehealth

I offer telehealth services to patients who reside in California.

This Consent is specific to those who will be receiving telehealth:

I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.

(4) I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.

(5) I understand that I have a right to access my medical information and copies of medical records in accordance with California law. I have read and understand the information provided above. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.

Once we have reviewed and discussed these policies and addressed any questions or concerns that you might have I will ask you to sign the Acknowledgment of Notifications and Consent for Treatment.