

AGREEMENT FOR SERVICE / INFORMED CONSENT

Therapy is an alliance, a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety for you to take risks and the support to become empowered to change. As a client(s) in treatment, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission.

Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency.

I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

Some of the exceptions to confidentiality include, but are not limited to the following. I would inform you of any time when I think I will have to put these into effect.

If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else that is doing this, I must inform Child Protective Services and/or Adult Protective Services immediately.

If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

In couples and family therapy, or when different family members are seen individually, I will not release records to any outside party unless I am authorized to do so by **all** adult family members who were part of the treatment.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of only if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of the *couples* therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. If you wish to tell me something that you do not wish your partner to know, it may become clear that therapy cannot progress without this information being revealed. In such a case, I will offer the choice of revealing this information or stopping therapy.

Professional consultation is an important component of a healthy psychotherapy practice. As such, I regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, I will not reveal any of your personally identifying information.

E-mail: You are welcome to leave email messages for me at any time by sending your message directly to **srfamilytherapy@gmail.com**

- If your email requires a response, I will respond to you as soon as I am able to do so. I will try to respond to you promptly, but be advised that it may take up to 24 hours before I can return your message. If you email during the evening, on a weekend, or over a holiday, I may be unable to respond until the next business day.

- While you are welcome to send me as many messages as you like, email communication is not meant to take the place of an office visit or psychotherapy session. I value the communication with my patients and am receptive to this need. I do however need to keep track of my time and charge for frequent or long email communications.

- In case of an emergency, **DO NOT** use email, but immediately call **911** for emergency response, and after that please leave a phone message for me at **415-295 2812** if you are able to do so.

- You should be aware that although I take every precaution to ensure the confidentiality of your email messages, there is the possibility that email communications can be intercepted. For this reason, please consider carefully whether or not you would like to communicate via email.

- *Please do not use text, e-mail, or faxes for emergencies.*

II. Record-keeping

I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. I will maintain your records for ten years following termination of therapy. However, after ten years, your records will be destroyed in a manner that preserves confidentiality.

III. Diagnosis

Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-V*; I have a copy in my office and will be glad to let you look at it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by an insurance company, there may be further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms

may require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules.

VI. Telephone and emergency procedures

You are welcome to leave confidential messages for me at any time by calling **415-295 2812**. If you need to speak with me, I will be happy to return your call and speak with you for a few minutes. To ease the process of returning calls, please always leave your phone number and some good times to reach you directly.

- Telephone calls are not meant to take the place of an office visit. Should you require extended time on the phone, and after an initial 15 minutes gratis once weekly, I bill in increments of 15 minutes at the rate of **\$40.00 per 15 minutes**.

- In special circumstances, I am agreeable to providing treatment over the phone at the same hourly rate as we agreed upon for your office visits.

- I will make every effort to return calls as soon as possible, at the very least within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately.

- If you call in the evening, on a weekend, or over a holiday, I may be unable to call back until the next business day. I will make every effort to tell you in advance of any absences, and give you the name and phone number of the therapist who will be covering my practice during my absence.

EMERGENCY/CRISIS PROCEDURES

I do not provide crisis response. If you are thinking about harming yourself or attempting suicide, thinking about harming someone else, experiencing severe emotional or behavioral distress, feeling out of touch with reality or disoriented, feeling out of control, or experiencing an inability to care for yourself, seek help right away. Family members may reach out to any of these resources as well.

- *Suicide & Crisis Services:*

- a. Call your medical doctor or go to the nearest emergency room

- b. Call 911 for emergency services and ask for a Crisis Intervention Trained (CIT) Officer

- c. Call or go to County of Marin's Crisis Stabilization Unit (CSU), available 24 hours

a day, 7 days a week, and can be reached at 415-473-6666.

d. Call the County of Marin's Mobile Crisis Response Team between 1-9pm, 7 days a week, and can be reached at 415-473-6392. This is not a replacement for calling 911.

e. Call the toll-free, 24-hour hotline of the National Suicide Prevention Lifeline at 1-800-273-TALK (1-800-273-8255) to be connected to a trained counselor.

If you believe that you cannot keep yourself or your minor child safe, please **call 911**, or go to the **nearest hospital emergency room** for assistance. Leave a message on my voicemail **415-295-2812** after the emergency has been stabilized, so that I can respond effectively.

VII. Psychotherapist-Patient Privilege

The information disclosed by you, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between you and I (therapist and client) in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-patient privilege. If I received 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 you or your representative. 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 you might have regarding the psychotherapist-patient privilege with your attorney.

VIII. Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with your attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in your legal matters. I will generally 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 you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate of **\$150.00 per hour**.

Risks and Benefits of Therapy

Psychotherapy is a process where a myriad of issues, events, experiences and memories can be discussed for the purpose of creating positive change, so that you can experience your life more authentically. It provides an opportunity to understand yourself more deeply, as well as any struggle you may be experiencing. I use a variety of techniques in therapy, trying to find what will work best for you.

You can expect that I will share...

- a) My understanding of the problems you've brought to my attention;
- b) My approach to those problems;
- c) Other approaches I am aware of;
- d) What research says about the advantages/disadvantages of each; e) My best guess about what might happen without treatment.

Psychotherapy is a joint effort between the client and the therapist. Progress and success require consistent effort on your part including regular attendance and an active participation during sessions. Your input and feedback is an important part of this process. Therapy can significantly reduce feelings of distress, improve interpersonal relationships and/or resolve specific issues. It is my goal to assist you in effectively addressing issues of concerns. However due to the varying nature and severity of challenges and the individuality of each client, I am unable to predict the length of therapy or to guarantee any outcome.

Therapy also has potential risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. Many clients find that they feel worse before they feel better. This is generally a normal course of events. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

My commitment and goal is to keep you safe from harm, to help you attain your goals, and to be present to witness your growth. In this regard, we will establish a treatment with your goals together, as well as plan and evaluate your progress on a regular basis

You have the right to ask questions about anything that happens in therapy.

I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

Your Responsibilities as a Therapy Client

I. Scheduling and cancellation of appointments

When we schedule an appointment I make the commitment to you that I will be in my office or at the agreed upon location ready to see you at that time. If you need to cancel an appointment, your cancellation notice should be left on my voicemail at **415-295-2812**. This time has been specifically reserved for you. If you are late, we will meet for whatever amount of your time remains. You will be required to pay for the full session even if you arrive late.

A minimum of 24 hours notice is required for rescheduling or cancellation of an appointment. A fee equal to your regular session fee will be charged for missed sessions without such notification. Because insurance companies cannot be billed for missed sessions, please note that if you are using insurance coverage you will still be personally responsible for paying the charges for late cancellations and missed sessions. I will make every effort to reschedule a suitable time for you to maintain the consistency of our sessions and your treatment. In the event of emergencies or other extenuating circumstances, please call my voicemail **415-367-5639** to let me know that you will be unable to keep our appointment. We can always discuss the exception.

II. Payment and fee arrangements

You will be expected to pay for services at each session unless other arrangements have been made. My fees for a 60- minute session range **\$120-150 for payment by check, electronic payment with Ivy Pay or cash.** I reserve the right to raise standard fees on an annual basis. If a fee raise is approaching I will remind you of this at least 4 weeks in advance. If we decide to meet for a longer session, I will bill you pro-rated on the hourly fee.

However I always reserve at least 3-5 slots weekly for low fee services. In this case your fee will be the one agreed upon prior to our first session.

Payment of fees is expected at time of your session unless differing prior arrangements have been made. I usually collect the fee at the **end of the session.** Should any financial difficulties arise, please let me know so that we can deal with the situation.

I accept cash, checks and electronic payments. **If you pay by a check that is returned to me for insufficient funds, I will ask you to issue a new check in addition to a \$30 fee for the returned check.**

I am not willing to have clients run a bill with me nor do I accept barter for therapy. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, or it has been more than 120 days without payment of your account, I reserve the right to seek legal recourse and recoup any unpaid balance. In pursuing these measures, I will only disclose biographical information and the amount owed in order to ensure confidentiality.

Insurance reimbursement

Please check with your insurance company to see what they provide for out of network benefits. I am happy to provide a super bill to present for reimbursement. Please be advised that your provider will require a diagnosis and may want to see my medical records in order for you to be paid.

As a client, it is important that you understand that you are financially responsible to Therapist for all charges, including unpaid charges by your insurance company or any third-party payer.

III. Termination of therapy

In a private practice, such as this, treatment is entirely voluntary, and you have the right to terminate treatment at your discretion. Additionally, 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, client needs outside my scope of competence or practice, or if you are not making adequate progress in therapy.

Additionally, If you act in a violent manner towards me, and threaten, verbally or physically, or harass me, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Upon either party's decision to terminate therapy, I will 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 by offering you referrals.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect.

Client Consent to Psychotherapy

I have read this statement and policies within, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to in order to understand it, and am in agreement. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.

I agree to undertake therapy with **Adelaide Fulconis**. I know I can terminate therapy at any time I wish, and that I can refuse any requests or suggestions made by **Adelaide Fulconis**. I am over the age of eighteen. I have received a copy for my personal records.

_____ *Client name (please print) Client Signature Date*

_____ *Client name (please print) Client Signature Date*

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