

## **AGREEMENT FOR SERVICE / INFORMED CONSENT**

This Agreement is intended to provide \_\_\_\_\_ (herein "Patient") with important information regarding the practices, policies and procedures of Deborah Moyer, LMFT (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

### **Risks and Benefits of Therapy**

Psychotherapy is a process in which Therapist and Patient discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to Patient, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of Patient, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Patient's perceptions and assumptions, and offer different perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient.

During the therapeutic process, many patients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist.

### **Professional Consultation**

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

### **Records and Record Keeping**

Therapist may take notes during session, and will also produce other notes and records regarding Patient's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any patient. Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient with a treatment summary in lieu of actual records. Therapist also reserves 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. Therapist will maintain Patient's records for seven years following termination of therapy. However, after seven years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

### **Confidentiality**

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a patient makes a serious threat of violence towards a reasonably identifiable victim, or when a patient is dangerous to him/herself or the person or property of another.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for any time spent for preparation at the hourly rate of \$160 per hour. Each day that Therapist is required to be available for appearance will be paid in advance at \$1500 per day.

### **Psychotherapist-Patient Privilege**

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Patient's behalf until instructed, in writing, to do otherwise by Patient or Patient's representative. Patient should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Fee and Fee Arrangements**

The usual and customary fee for service is \$165 per 55-minute session. This fee is increased by \$5 on the first of each year. At times, Therapist may suggest sessions of other lengths, and if accepted by Patient, these are billed at \$225 for 85 minutes or \$285 for 115 minutes. Special extended sessions beyond two hours are billed at the hourly session fee. Patient will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist. If Patient wishes to use insurance benefits, a separate insurance fee consent will outline the fees specific to the individual's plan. If Patient does not wish to use insurance benefits, Patient may choose to begin using benefits, if available, at any time in the future. Benefits utilization will begin at the time Therapist is provided policy information; no back-billing will be done. Therapist will bill primary insurance when the therapist is contracted with the insurance panel. For out of network and secondary insurance benefits, Therapist will provide a superbill that Patient can use for reimbursement.

From time-to-time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Patient's request and with Patient's advance written authorization. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Patients are expected to pay for services at the time services are rendered. Therapist accepts all major credit cards, checks, and cash (exact change only). There is a \$35 returned check fee.

### **Cancellation Policy**

Patient is responsible for payment of the agreed upon fee for any missed session(s). Patient is also responsible for payment of the agreed upon fee for any session(s) for which Patient failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at 858-731-6013.

### **Termination of Therapy**

Therapist reserves the right to terminate therapy at his/her 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 are outside of Therapist's scope of competence or practice, or Patient is not making adequate progress in therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Patient.

If there has been no contact from Patient for 30 days and no appointments are scheduled, the Patient's file will be closed. The file can be reopened at any time given adequate notice and Therapist availability.

### **Therapist Availability**

Therapist has confidential voice mail that allows Patient to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911 or the county crisis line at 888-724-7240, or go to the nearest emergency room.

### **Therapist Communications and Social Media**

Therapist may need to communicate with Patient in between sessions. Please review the following considerations, and indicate contact preferences below.

Email communication and text messaging is used only with Patient permission and only for administrative purposes. That means that email exchanges and text messages should be limited to things such as setting and changing appointments, billing matters and other related issues. If Patient chooses to communicate with Therapist by email, it should be with the understanding that all emails are retained in the logs of Patient's and Therapist's 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. If Patient chooses to use text messaging, it should be with the understanding that messages may be inadvertently seen by others, either by access to Patient's phone or via the preview window. Emails or text messages Therapist receives from Patient and any responses may become a part of Patient's therapy record.

Therapist does not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). In addition, if it is discovered that an online relationship has inadvertently been established, that relationship will be cancelled. This is because these types of casual social contacts can jeopardize Patient confidentiality as well as the therapeutic relationship.

### Contact preferences

Phone: \_\_\_\_\_  
 Do not Use     OK to Use     Preferred  
 OK to leave voicemail

Email: \_\_\_\_\_  
 Do not Use     OK to Use     Preferred

Text messaging: \_\_\_\_\_  
 Do not Use     OK to Use     Preferred

### Telehealth Sessions

From time to time it may be appropriate to shift from in-person to telehealth sessions. There are potential risks and benefits unique to telehealth sessions. Potential benefits include easier access to therapy, continuity of care and a location that may be more convenient for Patient. Potential risks include compromised confidentiality if Patient participates in a telehealth session where there is the possibility of others overhearing the Patient's conversation. There are also potential risks related to the technology itself. There is a risk that there will be unauthorized access to the session, which will be mitigated by using a HIPAA-compliant platform whenever possible. If there is an interrupted transmission, the session will be completed via telephone. It is generally accepted that telehealth has similar efficacy as an in-person session, but there may be some limits to understanding of Patient's non-verbal communication. There are also challenges to addressing crises that arise during a session, which will be discussed on a case by case basis.

### Notice to Clients

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Marriage and Family Therapists. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

**Acknowledgement**

By signing below, Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Patient's satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

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Patient Name (please print)

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Signature of Patient (or authorized representative)

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Date

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Signature of Therapist

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Date