

AGREEMENT FOR SERVICE / INFORMED CONSENT

This Agreement is intended to provide _____ (herein “Client”) 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 Client. 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 Client 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 Client, 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 Client, 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 Client’s perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of the Client.

During the therapeutic process, many Clients 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. Client 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 Client.

Records and Record Keeping

Therapist may take notes during session, and will also produce other notes and records regarding Client'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 Client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Client 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 Client's records for seven years following termination of therapy. However, after seven years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, 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 Client makes a serious threat of violence towards a reasonably identifiable victim, or when a Client is dangerous to him/herself or the person or property of another.

Client Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client'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 Client, Client agrees to reimburse Therapist for any time spent for preparation at the hourly rate of \$180 per hour. Each day that Therapist is required to be available for appearance will be paid in advance at \$1600 per day.

Psychotherapist-Client Privilege

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

Fee and Fee Arrangements

The usual and customary fee for service is \$180 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 Client, these are billed at \$250 for 85 minutes or \$320 for 115 minutes. Special extended sessions beyond two hours are billed at the hourly session fee. Client 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 Client wishes to use insurance benefits, a separate insurance fee consent will outline the fees specific to the individual's plan. If Client does not wish to use insurance benefits, Client 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 Client can use for reimbursement.

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

Clients 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

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client 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.

Exceptions are made to the cancellation policy for illness or emergency, provided Therapist is notified as promptly as possible. Do not attend sessions if you are ill or if you have been exposed to individuals with coronavirus. If you are ill but still feeling well enough to attend a session, the session can be completed via telehealth.

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, Client needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Client 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 Client.

If there has been no contact from Client for 30 days and no appointments are scheduled, the Client'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 Client 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 Client 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 Client in between sessions.

Email communication and text messaging is used only with Client 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 Client chooses to communicate with Therapist by email, it should be with the understanding that all emails are retained in the logs of Client'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 Client chooses to use text messaging, it should be with the understanding that messages may be inadvertently seen by others, either by access to Client's phone or via the preview window. Emails or text messages Therapist receives from Client and any responses may become a part of Client'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 Client confidentiality as well as the therapeutic relationship.

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 Client. Potential risks include compromised confidentiality if Client participates in a telehealth session where there is the possibility of others overhearing the Client'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 Client'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, or by calling (916) 574-7830.

Good Faith Estimate

You have the right to receive a "Good Faith Estimate" explaining how much your medical and mental health care will cost. Under the law, health care providers need to give Clients who don't have insurance or who are not using insurance an estimate of the expected charges medical services, including psychotherapy services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises. Because each session is billed at the rate noted in this consent, and billed at the time of services rendered, this agreement is considered your Good Faith Estimate.

Medicare Private Pay Contract (if applicable)

Client understands that Deborah Moyer, LMFT is excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act. Because Therapist has opted out of Medicare participation, Client accepts full responsibility for payment of the charge for all services provided. Client also understands that Medicare limits do not apply to what Therapist may charge for items or services provided. Client agrees not to submit a claim to Medicare or to ask Therapist to submit a claim to Medicare. Client understands that Medicare payment will not be made for any items or services furnished by the Therapist that would have otherwise been covered by Medicare if there was no private contract

and a proper Medicare claim had been submitted. Client enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from practitioners who have not opted-out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other practitioners who have not opted-out. The Medicare opt-out date is effective 1/1/24 and will automatically renew every two years. Client understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

Acknowledgement

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client's satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Client 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.

Client Name (please print)

Signature of Client (or authorized representative)

Date

Signature of Therapist

Date