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## THERAPIST-CLIENT SERVICE AGREEMENT

WELCOME TO MY PRACTICE. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT MY PROFESSIONAL SERVICES AND BUSINESS POLICIES. IT ALSO CONTAINS SUMMARY INFORMATION ABOUT THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), A FEDERAL LAW THAT PROVIDES PRIVACY PROTECTIONS AND PATIENT RIGHTS ABOUT THE USE AND DISCLOSURE OF YOUR PROTECTED HEALTH INFORMATION (PHI) FOR THE PURPOSES OF TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS. ALTHOUGH THESE DOCUMENTS ARE LONG AND SOMETIMES COMPLEX, IT IS VERY IMPORTANT THAT YOU UNDERSTAND THEM. WHEN YOU SIGN THIS DOCUMENT, IT WILL ALSO REPRESENT AN AGREEMENT BETWEEN US. WE CAN DISCUSS ANY QUESTIONS YOU HAVE WHEN YOU SIGN THEM OR AT ANY TIME IN THE FUTURE.

### PSYCHOTHERAPY SERVICES

THERAPY IS A RELATIONSHIP BETWEEN PEOPLE THAT WORKS IN PART BECAUSE OF CLEARLY DEFINED RIGHTS AND RESPONSIBILITIES HELD BY EACH PERSON. AS A CLIENT IN PSYCHOTHERAPY, YOU HAVE CERTAIN RIGHTS AND RESPONSIBILITIES THAT ARE IMPORTANT FOR YOU TO UNDERSTAND. THERE ARE ALSO LEGAL LIMITATIONS TO THOSE RIGHTS THAT YOU SHOULD BE AWARE OF. I, AS YOUR THERAPIST, HAVE CORRESPONDING RESPONSIBILITIES TO YOU. THESE RIGHTS AND RESPONSIBILITIES ARE DESCRIBED IN THE FOLLOWING SECTIONS.

PSYCHOTHERAPY HAS BOTH BENEFITS AND RISKS. RISKS MAY INCLUDE EXPERIENCING UNCOMFORTABLE FEELINGS, SUCH AS SADNESS, GUILT, ANXIETY, ANGER, FRUSTRATION, LONELINESS AND HELPLESSNESS, BECAUSE THE PROCESS OF PSYCHOTHERAPY OFTEN REQUIRES DISCUSSING THE UNPLEASANT ASPECTS OF YOUR LIFE. HOWEVER, PSYCHOTHERAPY HAS BEEN SHOWN TO HAVE BENEFITS FOR INDIVIDUALS WHO UNDERTAKE IT. THERAPY OFTEN LEADS TO A SIGNIFICANT REDUCTION IN FEELINGS OF DISTRESS, INCREASED SATISFACTION IN INTERPERSONAL RELATIONSHIPS, GREATER PERSONAL AWARENESS AND INSIGHT, INCREASED SKILLS FOR MANAGING STRESS AND RESOLUTIONS TO SPECIFIC PROBLEMS. BUT, THERE ARE NO GUARANTEES ABOUT WHAT WILL HAPPEN. PSYCHOTHERAPY REQUIRES A VERY ACTIVE EFFORT ON YOUR PART. IN ORDER TO BE MOST SUCCESSFUL, YOU WILL HAVE TO WORK ON THINGS WE DISCUSS OUTSIDE OF SESSIONS.

THE FIRST 2-4 SESSIONS WILL INVOLVE A COMPREHENSIVE EVALUATION OF YOUR NEEDS. BY THE END OF THE EVALUATION, I WILL BE ABLE TO OFFER YOU SOME INITIAL IMPRESSIONS OF WHAT OUR WORK MIGHT INCLUDE. AT THAT POINT, WE WILL DISCUSS YOUR TREATMENT GOALS AND CREATE AN INITIAL TREATMENT PLAN. YOU SHOULD EVALUATE THIS INFORMATION AND MAKE YOUR OWN ASSESSMENT ABOUT WHETHER YOU FEEL COMFORTABLE WORKING WITH ME. IF YOU HAVE QUESTIONS ABOUT MY PROCEDURES, WE SHOULD DISCUSS THEM WHENEVER THEY

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ARISE. IF YOUR DOUBTS PERSIST, I WILL BE HAPPY TO HELP YOU SET UP A MEETING WITH ANOTHER MENTAL HEALTH PROFESSIONAL FOR A SECOND OPINION.

## APPOINTMENTS

APPOINTMENTS WILL ORDINARILY BE 45-50 MINUTES IN DURATION, ONCE PER WEEK AT A TIME WE AGREE ON, ALTHOUGH SOME SESSIONS MAY BE MORE OR LESS FREQUENT AS NEEDED. THE TIME SCHEDULED FOR YOUR APPOINTMENT IS ASSIGNED TO YOU AND YOU ALONE. IF YOU NEED TO CANCEL OR RESCHEDULE A SESSION, I ASK THAT YOU PROVIDE ME WITH 24 HOURS NOTICE. IF YOU MISS A SESSION WITHOUT CANCELING, OR CANCEL WITH LESS THAN 24 HOUR NOTICE, MY POLICY IS TO COLLECT THE AMOUNT OF YOUR CO-PAYMENT [UNLESS WE BOTH AGREE THAT YOU WERE UNABLE TO ATTEND DUE TO CIRCUMSTANCES BEYOND YOUR CONTROL]. IT IS IMPORTANT TO NOTE THAT INSURANCE COMPANIES DO NOT PROVIDE REIMBURSEMENT FOR CANCELLED SESSIONS; THUS, YOU WILL BE RESPONSIBLE FOR THE PORTION OF THE FEE AS DESCRIBED ABOVE. IF IT IS POSSIBLE, I WILL TRY TO FIND ANOTHER TIME TO RESCHEDULE THE APPOINTMENT. IN ADDITION, YOU ARE RESPONSIBLE FOR COMING TO YOUR SESSION ON TIME; IF YOU ARE LATE, YOUR APPOINTMENT WILL STILL NEED TO END ON TIME.

## PROFESSIONAL FEES

THE STANDARD FEE FOR THE INITIAL INTAKE IS \$\_\_\_\_\_ AND EACH SUBSEQUENT SESSION IS \$\_\_\_\_\_. YOU ARE RESPONSIBLE FOR PAYING AT THE TIME OF YOUR SESSION UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. PAYMENT MAY BE MADE BY CHECK, CASH OR CREDIT CARD. ANY CHECKS RETURNED TO MY OFFICE ARE SUBJECT TO AN ADDITIONAL FEE OF UP TO \$25.00 TO COVER THE BANK FEE THAT I INCUR. IF YOU REFUSE TO PAY YOUR DEBT, I RESERVE THE RIGHT TO USE AN ATTORNEY OR COLLECTION AGENCY TO SECURE PAYMENT.

IN ADDITION TO WEEKLY APPOINTMENTS, IT IS MY PRACTICE TO CHARGE THIS AMOUNT ON A PRORATED BASIS (I WILL BREAK DOWN THE HOURLY COST) FOR OTHER PROFESSIONAL SERVICES THAT YOU MAY REQUIRE SUCH AS REPORT WRITING, TELEPHONE CONVERSATIONS THAT LAST LONGER THAN 15 MINUTES, ATTENDANCE AT MEETINGS OR CONSULTATIONS WHICH YOU HAVE REQUESTED, OR THE TIME REQUIRED TO PERFORM ANY OTHER SERVICE WHICH YOU MAY REQUEST OF ME. IF YOU ANTICIPATE BECOMING INVOLVED IN A COURT CASE, I RECOMMEND THAT WE DISCUSS THIS FULLY BEFORE YOU WAIVE YOUR RIGHT TO CONFIDENTIALITY. IF YOUR CASE REQUIRES MY PARTICIPATION, YOU WILL BE EXPECTED TO PAY FOR THE PROFESSIONAL TIME REQUIRED EVEN IF ANOTHER PARTY COMPELS ME TO TESTIFY.

## PROFESSIONAL RECORDS

I AM REQUIRED TO KEEP APPROPRIATE RECORDS OF THE PSYCHOLOGICAL SERVICES THAT I PROVIDE. YOUR RECORDS ARE MAINTAINED IN A SECURE LOCATION IN THE OFFICE. I KEEP BRIEF RECORDS NOTING THAT YOU WERE HERE, YOUR REASONS FOR SEEKING THERAPY, THE GOALS AND PROGRESS WE SET FOR TREATMENT, YOUR DIAGNOSIS, TOPICS WE DISCUSSED, YOUR MEDICAL, SOCIAL, AND TREATMENT HISTORY, RECORDS I RECEIVE FROM OTHER PROVIDERS, COPIES OF RECORDS I SEND TO OTHERS, AND YOUR BILLING RECORDS. EXCEPT IN UNUSUAL CIRCUMSTANCES THAT INVOLVE DANGER TO YOURSELF, YOU HAVE THE RIGHT TO A COPY OF YOUR FILE. BECAUSE THESE ARE PROFESSIONAL RECORDS,

THEY MAY BE MISINTERPRETED AND / OR UPSETTING TO UNTRAINED READERS. FOR THIS REASON, I RECOMMEND THAT YOU INITIALLY REVIEW THEM WITH ME, OR HAVE THEM FORWARDED TO ANOTHER MENTAL HEALTH PROFESSIONAL TO DISCUSS THE CONTENTS. IF I REFUSE YOUR REQUEST FOR ACCESS TO YOUR RECORDS, YOU HAVE A RIGHT TO HAVE MY DECISION REVIEWED BY ANOTHER MENTAL HEALTH PROFESSIONAL , WHICH I WILL DISCUSS WITH YOU UPON YOUR REQUEST. YOU ALSO HAVE THE RIGHT TO REQUEST THAT A COPY OF YOUR FILE BE MADE AVAILABLE TO ANY OTHER HEALTH CARE PROVIDER AT YOUR WRITTEN REQUEST.

## CONFIDENTIALITY

MY POLICIES ABOUT CONFIDENTIALITY, AS WELL AS OTHER INFORMATION ABOUT YOUR PRIVACY RIGHTS, ARE FULLY DESCRIBED IN A SEPARATE DOCUMENT ENTITLED NOTICE OF PRIVACY PRACTICES. YOU HAVE BEEN PROVIDED WITH A COPY OF THAT DOCUMENT AND WE HAVE DISCUSSED THOSE ISSUES. PLEASE REMEMBER THAT YOU MAY REOPEN THE CONVERSATION AT ANY TIME DURING OUR WORK TOGETHER.

## PARENTS & MINORS

WHILE PRIVACY IN THERAPY IS CRUCIAL TO SUCCESSFUL PROGRESS, PARENTAL INVOLVEMENT CAN ALSO BE ESSENTIAL. IT IS MY POLICY NOT TO PROVIDE TREATMENT TO A CHILD UNDER AGE 13 UNLESS S/HE AGREES THAT I CAN SHARE WHATEVER INFORMATION I CONSIDER NECESSARY WITH A PARENT. FOR CHILDREN 14 AND OLDER, I REQUEST AN AGREEMENT BETWEEN THE CLIENT AND THE PARENTS ALLOWING ME TO SHARE GENERAL INFORMATION ABOUT TREATMENT PROGRESS AND ATTENDANCE, AS WELL AS A TREATMENT SUMMARY UPON COMPLETION OF THERAPY. ALL OTHER COMMUNICATION WILL REQUIRE THE CHILD'S AGREEMENT, UNLESS I FEEL THERE IS A SAFETY CONCERN (SEE ALSO ABOVE SECTION ON CONFIDENTIALITY FOR EXCEPTIONS), IN WHICH CASE I WILL MAKE EVERY EFFORT TO NOTIFY THE CHILD OF MY INTENTION TO DISCLOSE INFORMATION AHEAD OF TIME AND MAKE EVERY EFFORT TO HANDLE ANY OBJECTIONS THAT ARE RAISED. [SEE SAMPLE ADOLESCENT CONSENT FORM, TO BE SIGNED BY BOTH ADOLESCENT AND PARENT(S).]

## CONTACTING ME

I AM OFTEN NOT IMMEDIATELY AVAILABLE BY TELEPHONE. I DO NOT ANSWER MY PHONE WHEN I AM WITH CLIENTS OR OTHERWISE UNAVAILABLE. AT THESE TIMES, YOU MAY LEAVE A MESSAGE ON MY CONFIDENTIAL VOICE MAIL AND YOUR CALL WILL BE RETURNED AS SOON AS POSSIBLE, BUT IT MAY TAKE A DAY OR TWO FOR NON-URGENT MATTERS. IF, FOR ANY NUMBER OF UNSEEN REASONS, YOU DO NOT HEAR FROM ME OR I AM UNABLE TO REACH YOU, AND YOU FEEL YOU CANNOT WAIT FOR A RETURN CALL OR IF YOU FEEL UNABLE TO KEEP YOURSELF SAFE, 1) SUICIDE PREVENTION 24 HOUR CRISIS LINE AT 916-368-3111, 2) GO TO YOUR LOCAL HOSPITAL EMERGENCY ROOM, OR 3) CALL 911. I WILL MAKE EVERY ATTEMPT TO INFORM YOU IN ADVANCE OF PLANNED ABSENCES, AND PROVIDE YOU WITH THE NAME AND PHONE NUMBER OF THE MENTAL HEALTH PROFESSIONAL COVERING MY PRACTICE.

## OTHER RIGHTS

IF YOU ARE UNHAPPY WITH WHAT IS HAPPENING IN THERAPY, I HOPE YOU WILL WILL TALK WITH ME SO THAT I CAN RESPOND TO YOUR CONCERNS. SUCH COMMENTS WILL BE TAKEN SERIOUSLY AND HANDLED WITH CARE AND RESPECT. YOU MAY ALSO REQUEST THAT I REFER YOU TO ANOTHER THERAPIST AND ARE FREE TO END THERAPY AT ANY TIME. YOU HAVE THE RIGHT TO CONSIDERATE, SAFE AND RESPECTFUL CARE, WITHOUT DISCRIMINATION AS TO RACE, ETHNICITY, COLOR, GENDER, SEXUAL ORIENTATION, AGE, RELIGION, NATIONAL ORIGIN, OR SOURCE OF PAYMENT. YOU HAVE THE RIGHT TO ASK QUESTIONS ABOUT ANY ASPECTS OF THERAPY AND ABOUT MY SPECIFIC TRAINING AND EXPERIENCE. YOU HAVE THE RIGHT TO EXPECT THAT I WILL NOT HAVE SOCIAL OR SEXUAL RELATIONSHIPS WITH CLIENTS OR WITH FORMER CLIENTS.

## **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, LICENSED EDUCATIONAL PSYCHOLOGISTS, CLINICAL SOCIAL WORKERS, OR PROFESSIONAL CLINICAL COUNSELORS). YOU MAY CONTACT THE BOARD ONLINE AT [WWW.BBS.CA.GOV](http://WWW.BBS.CA.GOV), OR BY CALLING (916) 574-7830.**

**(AB 630, CHAPTER 229, STATUTES OF 2019.)**

## **SOMATIC EXPERIENCING® INFORMED CONSENT**

WHEN APPROPRIATE, AND ACCORDING TO MY CLINICAL JUDGMENT, I WILL USE SOMATIC EXPERIENCING (SE) IN OUR WORK TOGETHER. SE IS A SHORT-TERM NATURALISTIC APPROACH TO THE RESOLUTION AND HEALING OF TRAUMA DEVELOPED BY DR. PETER LEVINE AND IS SUPPORTED BY RESEARCH. IT IS BASED UPON THE OBSERVATION THAT WILD PREY ANIMALS, THOUGH THREATENED ROUTINELY, ARE RARELY TRAUMATIZED. ANIMALS IN THE WILD UTILIZE INNATE MECHANISMS TO REGULATE AND DISCHARGE THE HIGH LEVELS OF ENERGY AROUSAL ASSOCIATED WITH DEFENSIVE SURVIVAL BEHAVIORS. THESE MECHANISMS PROVIDE ANIMALS WITH A BUILT-IN "IMMUNITY" TO TRAUMA THAT ENABLES THEM TO RETURN TO NORMAL IN THE AFTERMATH OF HIGHLY "CHARGED" LIFE- THREATENING EXPERIENCES.

SE EMPLOYS AWARENESS OF BODY SENSATION TO HELP PEOPLE "RENEGOTIATE" AND HEAL RATHER THAN RE-LIVE OR RE-ENACT TRAUMA.

SE'S GUIDANCE OF THE BODILY "FELT SENSE," ALLOWS THE HIGHLY AROUSED SURVIVAL ENERGIES TO BE SAFELY EXPERIENCED AND GRADUALLY DISCHARGED.

SE MAY EMPLOY TOUCH IN SUPPORT OF THE RENEGOTIATION PROCESS.

SE “TITRATES” EXPERIENCE (BREAKS DOWN INTO SMALL, INCREMENTAL STEPS), RATHER THAN EVOKING CATHARSIS - WHICH CAN OVERWHELM THE REGULATORY MECHANISMS OF THE ORGANISM. \*

SE CAN RESULT IN A NUMBER OF BENEFITS TO YOU, SUCH AS RELIEF OF TRAUMATIC STRESS SYMPTOMS, INCREASED RESILIENCY, AND RESOURCEFULNESS. LIKE ANY OTHER TREATMENT IT MAY ALSO HAVE UNINTENDED NEGATIVE “SIDE EFFECTS.” IT IS IMPORTANT THAT YOU ARE AWARE THAT THERE ARE OTHER FORMS OF BODY-ORIENTED AND SOMATIC PSYCHOTHERAPY MODALITIES THAT MAY ALSO BE HELPFUL TO YOU, SUCH AS EMDR, SENSORIMOTOR PSYCHOTHERAPY, OR BODYDYNAMICS.

OBVIOUSLY, THERE ARE ALSO MANY NON-SOMATIC FOCUSED FORMS OF PSYCHOTHERAPY AND COUNSELING THAT YOU CAN CHOOSE FROM. MY OWN EDUCATION AND TRAINING IN SE INCLUDES SOMATIC EXPERIENCING PRACTITIONER TRAINING (3 YEAR TRAINING), SOMATIC EXPERIENCING TOUCH TRAINING (2 YEAR TRAINING), TRAUMA FIRST AID TRAINING. IN ADDITION I AM CURRENTLY AN ASSISTANT AT ONGOING TRAININGS IN SOMATIC EXPERIENCING AND I CONTINUE TO REFINE MY KNOWLEDGE AND SKILL BY ATTENDING ADVANCED TRAININGS OFFERED BY SENIOR SOMATIC EXPERIENCING FACULTY (E.G., HEALING ATTACHMENT WOUNDS WITH DIANE POOLE HELLER, PHD.)

IT IS YOUR RESPONSIBILITY TO TELL ME WHEN YOU ARE UNCOMFORTABLE WITH ANY PARTS OF THE TREATMENT. IF YOU HAVE ANY QUESTIONS ABOUT SE OR OTHER TREATMENTS, PLEASE ASK AND I WILL DO MY BEST TO ANSWER YOUR QUESTIONS IN FULL. YOU HAVE THE RIGHT TO REFUSE OR TERMINATE TREATMENT AT ALL TIMES, OR TO REFUSE TOUCH, SE TECHNIQUES, OR ANY OTHER INTERVENTION I MAY PROPOSE OR EMPLOY.

CONSENT TO PSYCHOTHERAPY

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND THE NOTICE OF PRIVACY PRACTICES AND AGREE TO THEIR TERMS.

\_\_\_\_\_  
SIGNATURE OF PATIENT OR PERSONAL REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF PATIENT OR PERSONAL REPRESENTATIVE

\_\_\_\_\_  
DATE \_\_\_\_\_

DESCRIPTION OF PERSONAL REPRESENTATIVE'S  
AUTHORITY: \_\_\_\_\_

\_\_\_\_\_