

## **CONTRACT FOR THERAPEUTIC SERVICES**

I would like to welcome you and inform you of some of the important policies and procedures of my therapy practice. Please read this over carefully so that you can make an informed decision regarding your treatment. If you have any questions I will be happy to answer them.

### **I. The Therapeutic Process:**

Counseling is a complex process that has both potential benefits and risks. Although no guarantees can be made, therapy can lead to a reduction in feelings of distress, a better understanding of yourself, improved relationships with others, and resolution to specific concerns that led you to seek counseling. Working towards these benefits can, at times, result in experiencing uncomfortable feelings like sadness, anxiety, frustration, etc. Therapy can result in changes that were not originally intended, and may indirectly affect your family members and other individuals and relationships. The therapy process can be slow and deliberate, and requires an active effort on your part- both during and between sessions.

It is important that we (therapist and client) work cooperatively in establishing goals, evaluating progress and working through problems. You are encouraged to ask questions and address any concerns you may have.

### **II. Confidentiality**

Professional ethics and California State Law specify that communication to therapists (Psychologists, Psychiatrists, Marriage and Family Therapists, etc.) are privileged and confidential, and cannot be released or shared without written permission of the patient.

There are, however, a few situations where the law requires that therapists report certain information. In situations where abuse of a minor child or an elderly person is suspected or may have occurred, the therapist is required to notify the local law enforcement agency and/or county protective services. This includes reasonable suspicion that a child has witnessed domestic violence. Therapists are also required by law to warn an individual and the police of seriously threatened harm to others that is disclosed during the course of therapy. Confidentiality may be broken if information is revealed that indicates that a client may cause harm to him/herself.

In addition, therapists may break confidentiality in situations where:

1. There is a court order from a judge to release records.
2. The client is in a legal proceeding to establish competency, or in a lawsuit where emotional harm is being claimed.
3. You are in therapy due to a court order (the fact of treatment and the results must be communicated to the court).
4. Other situations dictated by State or Federal law and current ethical professional standards.

It is the policy of this practice to require clients referred by children's service bureau and/or the court to consent to unrestricted communication with the referring agency (e.g. Department of Social Services, "CPS", social worker, etc.) as it pertains to the case. During your treatment, if you should decide to revoke this consent, it will be necessary to terminate treatment. Referrals to other providers will be given.

If you wish to utilize insurance (you private insurance, "county funds", Victims of Crime, "managed care", etc) you will need to authorize communication to your insurance company as required to receive benefits. It is the policy of this practice that information shared in counseling by minors (under the age of 18) will be held in confidence, and only limited information will be shared with the minors parents/guardian without the minors consent (e.g. if the minor is attending treatment, general progress, etc.). Mental health professionals are permitted to inform parents/guardians when a minor is a danger to self or others. We are not permitted to inform parents without consent if a minor reports pregnancy. In any legal matters, privilege will be claimed on behalf of the minor (i.e. no information will be disclosed unless ordered by a Court or Judge).

To safeguard confidentiality, professional standards of conduct require that if we should by chance meet in a public place, I will not greet or acknowledge you unless you first to speak to or acknowledge me. Any decision you make regarding this will be respected.

Because privacy and trust are central to the therapeutic relationship, you are encouraged to discuss any questions or concerns that may arise regarding confidentiality.

### **III. General office policies**

Standard sessions are 50 minutes in length and are scheduled on a weekly basis unless otherwise indicated.

- Fees for services are due at the time they are rendered unless prior arrangements have been made.
- Fees are based on usual and customary rates for similar services in the San Diego area. The rates are \$140.00 (individual session)/per hour and \$150.00 (initial assessment, couples, family)/per hour and may be periodically adjusted. In some cases, fees may be discounted based on your particular circumstances. We will discuss your fee at the onset of treatment. In the event you cannot afford the fee, you will be provided with 3 referrals to other providers when appropriate.
- **Missed appointments or late cancellations** are costly to the therapist and deny other individuals the opportunity to use that time. Unless a true emergency exists, I require that **all cancellations be made at least 48 hours in advance**. If you miss an appointment, or cancellations are not made in advance, you will be charged for the full fee of that session. **Insurance companies do not pay for missed sessions .... You will be completely responsible for that charge.** If an emergency arises and I need to cancel your appointment, there will be no charge to you.
- Consultations to schools, physicians, other professionals, etc., will be billed at the usual hourly rate, and may include travel time. Writing of reports, letters, etc.,

- will be billed at the usual hourly rate. Court testimony/ deposition will be billed at a minimum of \$200.00/hour.
- Telephone consultations that are brief and that are used to transmit information, schedule appointments, etc., are not subject to charge. More lengthy conversations where advice is sought or therapeutic issues are discussed may be billed at a percentage of the usual fee, based on the amount of time needed. Please note that insurance companies do not pay for telephone consultations and you will be responsible for any charges not covered.
  - If you utilize insurance it is important to understand that all financial agreements are between you and your therapist, not between the therapist and the insurance company. You are ultimately responsible for your bill. I will work with you to correctly utilize your insurance, and will ask for your assistance as needed. Please notify me of any changes that occur in your insurance coverage or financial situation.
  - Professional ethics prohibit “barter” (i.e. trading of services or goods) as payment of fees.

#### **IV. Emergency Procedures**

I do accept calls between scheduled sessions and during non-business hours. However, it is important to understand that there may be up to 24 hours when I am not available to answer or return phone calls. In the event you experience a situation that requires immediate attention, you are urged to contact San Diego Access Line at 1-800-479-3339, or your physician or local emergency room. For potentially life threatening situations call 911. Other crisis intervention plans can be developed with me.

#### **V. Treatment of Minors**

It is the general policy of this practice that minors will only be treated on both parents/guardians consent to the minor’s treatment. In a situation where there is joint custody and/or other confounding variables, court document of custody arrangements will be required.

In situations where parents share joint custody, information that is allowed to be shared with a parent/guardian will be shared with both parents.

There are certain exceptions in the law that allows the minors to be treated without parental consent. These exceptions will be made on a case by case basis. Privilege will be claimed on behalf of the minor.

**Limitations:** It is the policy of this practice that a minor’s participation in treatment is for psychotherapeutic purposes only and is not to provide an evaluation or assessment of visitation or custody issues. Should any legal issues or disputes arise, privilege on behalf of the minor will be claimed and direction will only be taken from the child’s appointed attorney or the court.

#### **VI. Client Rights**

As a client, you have the right at any time to refuse treatment, ask for clarification of and/or challenge treatment procedures, understand the goals of therapy, seek a second opinion, and/or terminate treatment.

The therapist may terminate treatment when it appears that:

1. Therapy is no longer benefiting you.
2. It appears that you would be better served by another professional (recommendations will be provided).
3. You have not paid for your last session, or failed to show up for two sessions without 48 hours notice.

As a client, you have the right to know contents of your record, and may be provided with a copy of your record or a summary of their contents. On your request, I can release any portion of the record to any person or agency you specify. If I determine that releasing such information may be harmful to you, I will discuss this with you. If I believe that seeing specific information in your record will emotionally harm you, I will only release your file to another mental health professional of your choice.

As a matter of policy, I do not release session case notes to any outside party except by court order.

When an insurance claim is filed, diagnostic information is submitted, and the insurance company has the right to request access to your medical records.

## **VII. Consent for Treatment**

I, \_\_\_\_\_ authorize and request that Kelly Ann Riley, MA, MFT, RPT-S, carry out treatment and/or diagnostic procedures which now, or during the course of my (or my child's) care as a patient, are advisable. I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I have read and fully understand the policies and procedures described above, and agree to the terms herein.

\_\_\_\_\_  
Signature of Client of Parent/ Guardian

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Date

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Signature of Client of Parent/ Guardian

\_\_\_\_\_  
Date