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AGREEMENT OF SERVICE/INFORMED CONSENT

Introduction

This Agreement is intended to provide _____ (herein “Client) with important information about the practices and policies of Samantha Dalene Garfinkel, MA, MFT (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns about the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist Background and Qualifications

Therapist has been licensed as a Marriage and Family Therapist (MFT) since 2019. Therapist’s theoretical orientation can be described as helping people examine and reinvent their patterns of interacting, which they may be unconsciously replaying from past experiences.

Risk and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss a variety of issues, experiences and memories for the purpose of creating positive change so Client can experience life more fully. It provides an opportunity to better and more deeply understand oneself and any difficulties one may be experiencing. Psychotherapy is a joint effort between Client and Therapist. Progress and success may vary depending upon the particular issues being addressed, as well as many other factors. Therapy may result in a number of benefits to Client, including but not limited to less stress/anxiety, fewer negative thoughts/behaviors, better relationships, and more self-confidence. Such benefits will require substantial effort by Client, including active participation in therapy, and honesty and openness to change feelings/thoughts/behaviors. There is no guarantee therapy will yield any or all of the benefits above. It may involve some discomfort, including recalling and discussing unpleasant feelings/experiences, and may evoke strong feelings of sadness, anger, fear, etc. At times Therapist may challenge Client’s perceptions and offer different ones. Issues Client presents may result in unintended outcomes, such as relationship change. Any decision as to personal relationships is Client’s responsibility. During the therapy process, many find that they feel worse before they feel better; this is normal. Client should discuss any concerns with Therapist.

Professional Consultation

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

Records and Record-Keeping

Therapist will produce notes/records regarding Client’s treatment. These constitute Therapist’s clinical and business records, which Therapist must maintain by law, and are the sole property of Therapist.

Client Initials: _____

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 may refuse to produce a copy of the record under certain circumstances but may, as requested, provide a copy of the record to another treating healthcare provider. Therapist will keep Client's records for seven (7) years after termination of therapy. Client's records will then be destroyed in a manner preserving 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. According to California and Oregon law, child abuse also includes a person who knowingly develops, duplicates, prints, downloads, streams, accesses through any electronic or digital media, or exchanges a film, photograph, or video in which a child is engaged in an act of obscene sexual conduct.

Client Litigation

Therapist will not voluntarily participate in any litigation or legal dispute in which Client is a party. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, or declarations to be used in Client's legal matter, and will generally not provide records or testimony unless compelled to do so. If Therapist is subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for time spent for preparation, travel, or other time in which Therapist has made herself available for such appearance at the fee agreed upon by Therapist and Client.

Psychotherapist-Client Privilege

The information disclosed by Client and any records created are subject to the psychotherapist-client privilege under the law, akin to the attorney-client or doctor-patient privilege. Typically the client is the holder of the psychotherapist-client privilege. If Therapist is subpoenaed for records or deposition or court testimony, Therapist will assert the 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 may be waiving psychotherapist-client privilege if he/she makes his/her/their mental or emotional state an issue in a legal proceeding. Client should address any concerns regarding the psychotherapist-client privilege with his/her/their attorney.

Fee and Fee Arrangements

The agreed-upon fee between Therapist and Client is \$_____ per 50-minute session. Longer sessions may be charged pro rata. Therapist reserves the right to periodically adjust this fee and will notify Client in advance of a fee adjustment. The fee may also be adjusted by contract with insurance or managed care organizations or by agreement with Therapist. Client is to pay for services at time rendered, with cash, check, or credit/debit card.

Insurance

Client Initials: _____

If Therapist is not a contracted provider with Client's insurance/managed care company and Client wishes to use his/her/their insurance, Therapist will provide Client with a statement which Client can submit to a third-party payor to seek reimbursement of fees already paid.

Cancellation Policy

Client is responsible for payment of the agreed-upon fee for missed ("no-show") session(s) or any session(s) for which Client did not give Therapist at least 24 hours' notice of cancellation on Therapist's voicemail at (541) 414-4076. Since insurance companies do not pay for missed or late-canceled sessions, if Client is using to cover any therapy costs, Client will be responsible for the full fee for such missed/late-canceled sessions, not just the co-pay amount. If Client cannot give 24 hours' cancellation notice, Client has the option to reschedule the missed session within the same week (6 days) without penalty, provided Therapist has available openings.

Therapist Availability

Therapist has a confidential voicemail system and Client may leave a message at any time. Therapist will make every effort to return calls within one business day, but cannot guarantee calls will be returned immediately. Between-session phone conversations longer than 10 minutes may be charged pro rata. Therapist is unable to provide 24-hour crisis service. If Client is feeling unsafe or needs immediate medical or psychiatric evaluation, he/she should call 911 or go to the nearest emergency room.

Communication via Technology (E-Mail/Text/Social Media, Etc.)

Client may contact Therapist by e-mail. However, all e-mail with Therapist is routed through normal nonencrypted e-mail, and Electronic Protected Health Information (EPHI) transmitted by e-mail is potentially subject to interception by unauthorized persons. Text messages, also, are not encrypted and therefore also potentially subject to interception. Therefore, if Client chooses to send and/or receive email and/or text messages from Therapist, Client understands that his/her confidentiality is not guaranteed and may potentially be breached. It is Therapist's preference that e-mails and texts be reserved for scheduling sessions only, and that clinical information not be transmitted by e-mail or text due to the above potential confidentiality breaches. In addition, Therapist will not "friend" or otherwise share information with Client on social media.

Termination of Therapy

Therapist reserves the right to terminate therapy at her discretion, for reasons including but not limited to untimely fee payment, noncompliance with treatment recommendations, conflict of interest, failure to participate in therapy, or Client needs being outside Therapist's scope of practice or competence. Client also has the right to terminate therapy at his/her/their discretion. Upon either party's decision to terminate, Therapist will usually recommend Client participate in at least one termination session to facilitate a positive termination experience and allow both parties to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client.

Notice of Privacy Practices

By signing this form, Client acknowledges that the Notice of Privacy Practices, which provides information about how Therapist may use and disclose Client's protected health information, is available to Client on Therapist's website, www.samanthagarfinkelmft.com. A paper copy is also available on request. Client is encouraged to read the Notice in full. While Therapist's Notice of Privacy Practices is

Client Initials: _____

subject 4 to change, a current copy of the Notice is always available. To request a copy of the current Notice, or if Client has any questions about the Notice, please contact Samantha Garfinkel, MFT, at P.O. Box 552, Medford, OR (541) 414-4076.

Acknowledgment

By signing below, Client acknowledges that he/she/they has reviewed and full understands the terms and conditions of this Agreement and Client has received Professional Disclosure Statement from Therapist. Client has discussed the terms and conditions with Therapist and any questions have been answered to Client’s satisfaction. Client has agreed 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. In addition, Client also acknowledges the Notice of Privacy Practices policy above.

Client Name (please print)

Signature of Client (or authorized representative)

Date

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.

Name of Responsible Party (please print)

Signature of Responsible Party

Date

Clients Initials: _____