

**Rachel Finch Sulka, M.S. MFT**  
Licensed Marriage and Family Therapist #51499  
(805) 364-4427

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

### **Introduction**

This Agreement is intended to provide \_\_\_\_\_ with important information regarding the practices, policies and procedures of Rachel Finch Sulka, M.S., MFT, 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.

### **Therapist Background and Qualifications**

Rachel has extensive experience working with individuals, families, and groups who are affected by eating disorders. Rachel served four years as the Program Director of La Ventana Eating Disorder Programs in Santa Barbara. She developed and ran the outpatient and residential treatment programs. Prior to her work with La Ventana, she also served as Clinical Director of Recovery Road Eating Disorder Programs where she developed and ran the program. Rachel works with the full spectrum of Eating Disorder diagnoses including Anorexia Nervosa, Bulimia Nervosa, Exercise Addiction, Obsessive Compulsive Disorder as it relates to eating disorders, and Binge Eating Disorder. She has experience working at all levels of care, from inpatient to residential to outpatient care.

Rachel earned a Bachelor's of Science in Kinesiology from Westmont College, and her Master's degree in Marital and Family Therapy from Fuller Theological Seminary. She has served as a board member of the Central Coast Chapter of the International Association of Eating Disorder Professionals (IAEDP). She regularly presents ED educational material within a variety of Santa Barbara community venues. Rachel's mission is to help those with eating disorders find a joyous and fulfilled life through recovery, as they discover how to live as their best and most authentic selves.

Rachel also has much experience working with those who suffer from anxiety, depression, challenges associated with life transition, and identity formation.

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

Psychotherapy is a process in which the therapist and client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so client can experience his/her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties client may be experiencing. Psychotherapy is a joint effort between client and therapist. 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 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 is allowed to charge \$0.25 per copied page and \$24.00 per administrative hour it takes to produce copies. If a summary is created, therapist will charge her normal session rate. Therapist will maintain client's records for ten years following termination of therapy. However, after ten 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, or if using third party payer, i.e. providing the insurance company with the super bill that included confidential client information.

### **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, travel, or other time in which therapist has made him/herself available for such an appearance at therapist's usual and customary hourly rate of 150 dollars per 50 minutes.

### **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. It is akin to the attorney-client privilege or the doctor-client privilege.

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 150 dollars per 50-minute session; sliding scale available for low income, students, or single parents per availability. Sessions longer than 50-minutes are charged for the additional time pro rated. Therapist reserves the right to periodically adjust this 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 payers, or by agreement with Therapist.

The agreed upon fee between therapist and client is \_\_\_\_\_. Therapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance.

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 15 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 15 minutes.

Clients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks and electronic transfer.

### **Insurance**

Client is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payer. Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Therapist will not negotiate with insurance to change or alter rates. Client is responsible for fees not covered by insurance company or managed care organization.

### **Cancellation Policy**

Client is responsible for payment of the agreed upon session fee, but no less than \$100, 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 48 hours notice of cancellation. Cancellation notice should be left on Therapist's voicemail at (805) 364-4427.

### **Therapist Availability**

Therapist's office is equipped with a confidential voicemail system 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 go to the nearest emergency room. 211 is another resource for client for mental health assistance if the therapist should not be available.

**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 and give both parties an opportunity 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 if needed.

**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.

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Client Name (please print)

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Signature of Client (or authorized representative)

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Date

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

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Name of Responsible Party (Please print)

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Signature of Responsible Party      Date