

# Castlelight Counseling

## Anita Castle, MA, LMFT

California Licensed Marriage and Family Therapist #87920  
805.252.2509 cell

### AGREEMENT FOR SERVICE / INFORMED CONSENT

#### Introduction

This Agreement is intended to provide \_\_\_\_\_ (herein "Patient") with important information regarding the practices, policies and procedures of Anita Castle (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

#### Therapist Background and Qualifications

I have been practicing marriage and family therapy for over thirteen years, working mostly with adults and couples. I have specialized in anxiety, depression, and trauma issues. I work using a biopsychosocial approach of wellness using Rational Emotive Behavior Therapy, Solution-Focused Therapy, and Mindfulness Practices. I received a BA in Psychology from the University of California, Santa Barbara and an MA in Clinical Psychology from Antioch University, Santa Barbara.

#### Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss many issues, events, experiences and memories for the purpose of creating positive change so you can experience your life more fully. It provides an opportunity to better and more deeply understand yourself, as well as any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between you and me. 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 you 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 your part, 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. As with most things in life, you get out what you put in.

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 I will challenge your perceptions and assumptions, and offer different perspectives. The issues you present may result in unintended outcomes, including changes in personal relationships. You should be aware that any decision on the status of your personal relationships is your responsibility.

During the therapeutic process, *you may find yourself feeling worse before you 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. You should address any concerns you have regarding your progress in therapy with me.

#### Professional Consultation

During the course of your treatment, I may consult with other clinicians if I feel it would be beneficial in your treatment success. Professional consultation is an important component of a healthy psychotherapy practice. As such, I regularly participate in clinical, ethical, and legal consultation with appropriate professionals when needed. During such consultations, I will not reveal any personally identifying information regarding you. This can bring a different skill set and perspective to get you to your goals.

## Records and Record Keeping

I take notes during session and these notes constitute my clinical and business records which, by law, I am required to maintain. Such records are the sole property of the Therapist. I will not alter normal record keeping at the request of any patient. Should you request a copy of my records, such a request must be made in writing. I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve 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. I will maintain your records for seven years following termination of therapy. However, after seven years, your records will be destroyed in a manner that preserves your confidentiality.

## Confidentiality

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

## Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with your attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in your legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving you, I will be reimbursed for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate of \$110 per hour.

## Psychotherapist-Patient Privilege

The information disclosed by you, as well as any records created, are subject to the psychotherapist-patient privilege. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by you or your representative. You should be aware that *you might be waiving the psychotherapist-patient privilege* if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-patient privilege with your attorney.

## Fee and Fee Arrangements

The usual and customary fee for service is \$110 per hour for individuals and \$120 per hour for couples or families. Sessions longer than an hour are charged for the additional time pro rata.

The agreed upon fee between us is \_\_\_\_\_.  
Therapist reserves the right to periodically adjust fee. Patient 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.

I may engage in telephone contact with you for purposes other than scheduling sessions. **You (or your insurance plan) are 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, I may engage in telephone contact with third parties at your request and with your advance written authorization. You are responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. **Please initial here:** \_\_\_\_\_

Please pay ahead of time for each session, or no later than 2 hours after our session has ended. I accept payment via

PayPal at anuchie@hotmail.com or via Venmo at @Anita-Castle.

### **Insurance**

You are responsible for any and all fees not reimbursed by your insurance company, managed care organization, or any other third-party payor. You are responsible for verifying and understanding the limits of your coverage, as well as your co-payments and deductibles. I will always do my best to utilize your insurance benefits fully.

### **Cancellation Policy**

You are responsible for payment of the agreed upon fee for any missed session(s). **You are also responsible for payment of \$50 for any session(s) for which you fail to give me at least 24 hours notice of cancellation.** Cancellations can be texted, emailed or a message left on my voice mail at (805) 252-2509. **Please initial here:** \_\_\_\_\_

### **Therapist Availability**

I have a confidential voicemail that allows you to leave a message at any time; however, the best way to contact me is via text messaging as I do not always receive my voicemails in a timely manner. I will make every effort to return text messages as soon as possible, but cannot guarantee the text will be returned immediately. **I am unable to provide 24-hour crisis service.** In the event that you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911, or go to the nearest emergency room.

Please be aware that text message communication is *not* encrypted; therefore, text messaging should be used only for the purposes of scheduling, rescheduling, and cancelling appointments.

### **Termination of Therapy**

I reserve the right to terminate therapy at my 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, or Patient needs are outside of Therapist's scope of competence or practice. You also have the right to terminate therapy at your discretion. Upon either party's decision to terminate therapy, I will generally recommend that you 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. I will also attempt to ensure a smooth transition to another therapist by offering referrals to you.

### **Acknowledgement**

By signing below, you acknowledge that you have reviewed and fully understands the terms and conditions of this Agreement. You have discussed such terms and conditions with me, and have had any questions with regard to its terms and conditions answered to your satisfaction. You agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with me, Anita Castle. Moreover, you agree to hold me 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.

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.

\_\_\_\_\_  
Patient Name or Responsible Party (please print)

\_\_\_\_\_  
Signature of Patient or Responsible Party

\_\_\_\_\_  
Date