



## Adult Agreement for Services / Informed Consent

### Introduction

This agreement is intended to provide \_\_\_\_\_ (herein “client”) with important information regarding the practices, policies and procedures of doing business with Anna Stewart, LMFT (herein “psychotherapist”) and to clarify the terms of the professional therapeutic relationship between psychotherapist and client. Any questions or concerns regarding the contents of this Agreement should be discussed prior to signing it.

### Psychotherapist Background and Qualifications

Your psychotherapist identifies as a Licensed Marriage and Family Therapist (LMFT) who is registered with the California Board of Behavioral Sciences with License LMFT #84609.

### Process of Therapy

Psychotherapists use a variety of techniques, invitations, and interventions including, dialogue, homework, expressive arts, imagery, along with other experiential modalities that invite clients to communicate, solve problems, and learn to maintain positive interactions by discovering the unproductive interactions that get them stuck and hopefully support connecting with oneself and then with others. We support clients to transcend, heal, and get beyond old and possibly ineffective patterns of interaction that interfere with fulfilling relationships. We invite clients to go beyond just the story and join issues that arise in the moment, keeping the focus on self and taking responsibility for what they can change. Clients can at any time accept or refuse an invitation.

### Risks and Benefits of Therapy

Psychotherapy is a process in which we discuss a variety of issues, events, experiences, and memories for the purpose of creating positive change so clients can experience life more fully. It provides an opportunity to better and more deeply understand oneself, as well as any problems or difficulties clients may be experiencing. Psychotherapy is a joint effort between client and psychotherapist. 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, 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 the 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 a client’s perceptions and assumptions are challenged, and different perspectives offered. The issues presented by clients may result in unintended outcomes,



including changes in personal relationships. Clients should be aware that any decision on the status of his/her personal relationships is his/her responsibility.

During the therapeutic process, some 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 psychotherapist.

### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. Regular participation in clinical, ethical, and legal consultation with appropriate professionals is done on a regular basis. During such consultations, personal identifying information concerning clients will not be shared.

### **Records and Record Keeping**

Psychotherapist may take notes during session and will produce other notes and records regarding treatment. These notes constitute psychotherapist's clinical and business records, which by law your psychotherapist is required to maintain. Such records are the sole property of the psychotherapist. Psychotherapist will not alter his/her normal record keeping process at the request of any client or representative. Should client or representative request a copy of psychotherapist's records, such a request must be made in writing.

Psychotherapist reserves the right, under California law, to provide client, or representative, with a treatment summary in lieu of actual records. Psychotherapist 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. Representative will generally have the right to access the records regarding client. However, this right is subject to certain exceptions set forth in California law. Should representative request access to psychotherapist's records, such a request will be responded to in accordance with California law. Psychotherapist will maintain client's records, once therapy is terminated, for seven years. Client's records will then be destroyed in a manner that preserves client's confidentiality.

### **Psychotherapist-Client Privilege**

The information disclosed by a client, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between psychotherapist and client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. If a subpoena is received for records, deposition testimony, or testimony in a court of law, the clinician 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.



### **Client Litigation**

Psychotherapist will not voluntarily participate in any litigation, or custody dispute in which client, or representative, and another individual, or entity, are parties. Psychotherapist has a policy of not communicating with representative's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in client's, or representative's, legal matter. Psychotherapist will generally not provide records or testimony unless compelled to do so. Should the psychotherapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving client, representative agrees to reimburse psychotherapist for any time spent for preparation, travel, or other time in which psychotherapist has made him/herself available for such an appearance at psychotherapist's usual and customary hourly rate. In addition, psychotherapist will not make any recommendation as to custody or visitation.

### **Confidentiality**

The information disclosed by a 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.

### **Email**

Clients are welcome to leave email messages at any time by sending a message directly to their psychotherapist. If the email requires a response, psychotherapist will make every effort to respond promptly, but be advised that it may take up to 24 hours to respond. If client emails during the evening, on a weekend, or over a holiday, psychotherapist may be unable to respond until the next business day.

While client is welcome to send psychotherapist multiple messages, email communication is not meant to take the place of an office visit or psychotherapy session. If client requests that psychotherapist read and respond to every email message sent between sessions, psychotherapist may need to bill client for that time at the same hourly rate that was agreed upon for office visits.

In case of an emergency, DO NOT use email, but immediately call 911 for emergency response. After that, please leave a phone message for your psychotherapist at (916) 612-4610, if you're able to do so.

Client should be aware that although psychotherapist takes every precaution to ensure the confidentiality of email messages, there is the possibility that email communications can be intercepted. Thus, client should consider carefully whether or not client would like to communicate via email.

Any email psychotherapist receives from client and any response psychotherapist sends to client (excluding appointment reminders or clarifications) will be kept in client's treatment record.

### **Insurance**

Please inform psychotherapist if you wish to utilize health insurance to pay for services. If psychotherapist is a contracted provider for your insurance company, psychotherapist will discuss the



procedure for billing your insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions and often do not cover relational counseling (couples/marriage/family counseling). You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Your psychotherapist is happy to assist your efforts to seek insurance reimbursement, although she is unable to guarantee whether your insurance will provide payment for the services provided to you.

If you are using an Employment Assistance Program (EAP), the number of sessions is determined by your EAP. Your psychotherapist can discuss options for continuation of treatment, if desired, after your session allowance is reached. If for some reason you find that you are unable to continue paying for your therapy, you should inform your psychotherapist. Your psychotherapist will help you to consider any options that may be available to you at that time.

It may necessary for your psychotherapist to disclose certain information to your insurance company. This information may include, but is not limited to: dates of service, diagnoses, and recommendations for future care. Please discuss any questions or concerns regarding insurance and/or EAP with your psychotherapist.

\_\_\_\_\_ ***Please initial you understand you're responsible to understand your insurance coverage***

**Fee, Fee Arrangements, and Good Faith Estimate**

Along with typical fees, your psychotherapist can utilize a sliding scale. This is discussed before or during the first session.

The agreed upon fee between psychotherapist and client is \$\_\_\_\_\_. At an average attendance rate of one session per week, client is estimated to pay \$\_\_\_\_\_ per year (52 weeks). Client and psychotherapist may determine a higher or lower frequency of attendance as clinically appropriate and the estimated yearly fee would adjust accordingly. A full Good Faith Estimate is available upon request. Psychotherapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance. Clients are expected to pay for services at the time services are rendered. Cash and/or checks (made out to Aspen Counseling) and credit cards are accepted. In the event of a returned check, client is responsible for any bank charges occurred.

From time to time, a psychotherapist 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 ten (10) minutes. In addition, from time to time, a psychotherapist 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 ten minutes.

\_\_\_\_\_ ***Please initial here that you agree to the Fee and Fee Arrangements***



**Cancellation Policy**

Client is responsible for payment of the agreed upon fee 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 at least 24 hours notice of cancellation. Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required to re-schedule or cancel an appointment. Clients are requested to provide a credit card number that can be used for billing in the event of a late cancellation or no show. The *full* session fee will be charged to the credit card number provided for appointments missed without notice or canceled with less than 24 hours notice.

\_\_\_\_\_ ***Please initial here that you understand & agree to the Cancellation Policy***

**Credit Card Authorizations**

**Payments:** Sessions are payable via cash, check or credit card (Visa, MasterCard, or Discover). Clients are expected to pay their session fee at the start of each session. Telephone conversations, site visits, report writing and reading, consultation with other professionals, releases of information, reading records, longer sessions, travel time, etc. will be charged at the same rate unless otherwise indicated and agreed upon. Credit card information will be kept private other than by electronic means for billing.

\_\_\_\_\_ ***Please initial here that you understand & agree to the Credit Card Authorizations***

**Psychotherapist Availability**

The office is equipped with a confidential voice mail system that allows a client to leave a message at any time. Psychotherapist 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. This psychotherapist does not provide 24-hour crisis service. In the event that client is feeling unsafe or requires immediate medical or psychiatric assistance, the client should call 911, or go to the nearest emergency room.

**Termination of Therapy**

Psychotherapist reserves the right to terminate therapy at 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 psychotherapist's scope of competence or practice, or client is not making adequate progress in therapy. Client has the right to terminate therapy at client's discretion. Upon either party's decision to terminate therapy, psychotherapist 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. We will attempt to ensure a smooth transition to another psychotherapist by offering referrals to client.

**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. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.



Anna Stewart, MA, LMFT  
Licensed Marriage & Family Therapist #84609  
(916) 612-4610 • anna@aspencounselingca.com

**Acknowledgment**

By signing, client acknowledges that client has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with psychotherapist 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 psychotherapist. **Client acknowledges having received a copy of the Privacy Policy.**

\_\_\_\_\_ ***Please initial acknowledging you have received a copy of the Privacy Policy.***

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\_\_\_\_\_  
Print Client Name (or authorized representative)

\_\_\_\_\_  
Print Additional Client Name (or authorized rep)

\_\_\_\_\_  
Signature of Client  
(or authorized representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Additional Client  
(or authorized representative)

\_\_\_\_\_  
Date

**\*\*\* Please ensure you have initialed five (5) boxes found on pages 4, & 5. Thanks \*\*\***