

# **Rick Hupp, M.S., LMFT, SEP**

*Licensed Marriage and Family Therapist, MFC#78320*

22221 Kittridge Street, Woodland Hills, CA 91303 (818) 822-6644

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

Client 1 Full Name:

Client 2 Full Name:

(For couples therapy)

Collectively referred to in this Agreement as “Client(s).” Therapist: Rick Hupp, LMFT, Referred to in this Agreement as “Therapist.”

### **Introduction**

This Agreement is intended to provide Client(s) with important information regarding the practices, policies and procedures of Rick Hupp (herein “Therapist”), 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.

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

Psychotherapy is a process in which 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 integral component of maintaining a high-quality psychotherapy practice. Therapist may consult with trusted professional resources, including other therapists, to enrich treatment planning, gather resources, and support effective interventions. On occasion, select supportive tools, which may involve technologies powered by artificial intelligence, may assist in generating treatment insights,

summaries, or materials to enhance the therapeutic process. All consultations are conducted with strict adherence to confidentiality; no personally identifying information regarding Client will be shared.

### Court-related Services

Therapist is not a forensic therapist and reserves the right not to participate in legal proceedings, nor offer therapist's opinion to any court of law in the form of a letter, consultation, appearance or telephone testimony for the court. If asked to do so, therapist will consider, on a case-by-case basis, whether therapist can adequately participate in court-related services. 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 himself available for such an appearance at Therapist's usual hourly rate.

### 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 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 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. When more than one family member is being seen in therapy (i.e. in couple or family sessions) the therapist views the family as a whole as the client. Therefore, releases of information for family sessions require the written approval of each consenting member of the family who was present at any time during the treatment. (This does not apply to a 'guest' whom the client invites who is not the focus of treatment.) Additionally, the family must agree that the therapist will not collude with individual members to keep individual confidences that are harmful or destructive to other family members in treatment. Where conflicting family members' goals exist, the objective of therapy is for everyone's goals to be addressed in a manner that will preserve the integrity of the family as a whole. Differences between each family member's goals will be discussed during therapy.

### 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

Unless agreed to prior, the usual and customary fee for service is \$260 per 50-minute session. Sessions longer than 50-minutes are charged for the additional time pro rata, for example an 80-minute session would be \$390. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment in advance.

From time-to-time, Therapist may engage in telephone contact or text exchange 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 minutes, which will be discussed during the call so there are no surprises. 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 ten minutes, which will also be discussed prior to any charges made. Clients are expected to pay for services at the time services are rendered. Therapist accepts IVY Pay, Zelle, Venmo, PayPal, cash, check & credit card.

#### Insurance, Out-of-Network Services, and Reimbursement

Therapist is an out-of-network provider and is not contracted, paneled, or credentialed with any insurance company, managed care organization, Medicare, or Medicaid. Services are provided on a private-pay basis, and Client is responsible for payment at the time services are rendered.

Client is responsible for verifying and understanding the terms, limits, and requirements of their insurance coverage, including any deductible, co-payment, co-insurance, out-of-network benefits, reimbursement procedures, claim deadlines, and any restrictions or exclusions that may apply. Client is also responsible for any and all fees that are not reimbursed by an insurance company, managed care organization, or other third-party payor.

Upon request, Therapist may provide Client with a superbill or accounting statement that Client may submit directly to their insurance plan or another third-party payor for possible out-of-network reimbursement. Reimbursement is not guaranteed and is determined solely by the insurance company, managed care organization, or third-party payor. Therapist does not guarantee coverage, reimbursement, payment, or claim approval.

If Client chooses to submit a claim for reimbursement, Client understands that the insurance company or third-party payor may request additional clinical or administrative information in order to process the claim. Therapist reserves the right to refuse, limit, or carefully narrow the release of information requested by third parties, especially when Therapist determines that the requested information is unnecessary, overly broad, clinically inappropriate, or may compromise Client's privacy.

On a case-by-case basis, Therapist may respond to such requests at Therapist's discretion and will seek Client's written authorization before releasing protected health information, except where disclosure is otherwise required by law. When possible, Therapist will attempt to disclose only the minimum necessary information needed to address the request. Client understands that responding to insurance-related or third-party requests may require additional administrative and clinical time, including reviewing records, preparing documentation, communicating with insurance representatives, completing forms, writing letters, transmitting records, or otherwise responding to requests for information. Client agrees to pay Therapist's standard clinical fee-for-service rate for time spent responding to, interacting with, preparing, reviewing, or transmitting information to an insurance company, managed care organization, or other third-party payor.

### 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 Therapist at least 24 hours' notice of cancellation. Cancellation can be initiated via link found in original email confirmation or should be left on Therapist's **voice mail or via text at (818) 822-6644**.

### Therapist Availability

Therapist's uses a confidential voice mail 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.

### 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.

### Telemedicine Informed Consent

I, \_\_\_\_\_, hereby consent to engaging in telemedicine with Rick Hupp as part of my psychotherapy. I understand that "telemedicine" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telemedicine also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in California or outside of California.

I understand that I have the following rights with respect to telemedicine:

- (1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- (2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.
- (3) I understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. In addition, I understand that telemedicine based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I

would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

(4) I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.

(5) I understand that I have a right to access my medical information and copies of medical records in accordance with California law.

#### Use of Recording, Transcription, and Technology-Assisted Clinical Documentation

As part of providing thoughtful, effective, and well-organized care, I may use secure audio recording, transcription, and/or technology-assisted documentation tools in connection with our therapy sessions. These tools may be used to support clinical reflection, treatment planning, session notes, progress tracking, and supplemental follow-up materials that may help you continue processing important themes between sessions.

When recording or transcription is used, it is intended to enhance your care, not to replace the therapeutic relationship. For example, reviewing portions of a session may help us notice relational patterns, emotional responses, communication habits, moments of disconnection, or places where new choices may become possible. In some cases, I may use these tools during specific exercises or dialogues. In other cases, I may use them to assist with documentation after a session, such as creating clinical notes, treatment plans, summaries, or client-support materials.

I may also use secure artificial intelligence-assisted tools to help organize, summarize, or process session-related information. These tools may assist with tasks such as drafting session notes, identifying treatment themes, developing treatment plans, organizing clinical material, or creating supplemental follow-up reflections and exercises. Any AI-assisted output remains subject to my professional review, clinical judgment, and responsibility. AI does not make clinical decisions, diagnose independently, or replace my role as your therapist.

Your privacy is a central concern in the use of these tools. I will use methods intended to protect confidentiality and comply with applicable privacy laws, professional ethical standards, and practice policies. When third-party technology vendors are used to process protected health information, I will make reasonable efforts to use services that provide appropriate privacy and security safeguards, including encryption, HIPAA-compliant tools and business associate agreements when required or applicable. Recordings, transcripts, notes, and related materials will be stored securely, encrypted and/or password-protected when appropriate, and accessed only for legitimate clinical, administrative, consultation, supervision, documentation, quality assurance, or continuity-of-care purposes.

At times, I may consult with professional colleagues, supervisors, or consultants in order to improve the quality of your care. If recordings, transcripts, summaries, or AI-assisted materials are used for consultation, identifying information will be limited whenever clinically appropriate, and the consultation will remain subject to professional confidentiality standards. These materials will not be used for marketing, public presentation, training, publication, or any purpose outside your care without your separate written authorization.

Recordings and transcripts are retained only as long as they are clinically or administratively needed, unless a longer retention period is required by law, ethics, risk management, or practice policy. In many cases, temporary recordings or transcripts may be deleted after they have served their clinical purpose, such as after documentation has been completed. Any formal clinical records created from these materials will be maintained according to applicable recordkeeping requirements.

You are welcome to ask questions at any time about how recording, transcription, or AI-assisted documentation may be used in your care. You may also discuss any concerns or preferences with me. My goal in using these tools is to protect your confidentiality while also offering more attentive, organized, and clinically useful care, including better session continuity, clearer treatment planning, and more meaningful support between sessions.

By signing below, I acknowledge that I have been informed that secure recording, transcription, and/or AI-assisted documentation tools may be used as part of my therapy care as described above. I understand that these tools are used to support clinical care and documentation, that my therapist remains responsible for all clinical judgment, and that my information will be handled in accordance with applicable confidentiality laws, ethical standards, and practice policies.

#### Using AI as a Supportive Tool Between Sessions

Many clients are beginning to use online artificial intelligence (AI) tools to help them reflect between sessions. When used thoughtfully, these tools may help you organize your thoughts, journal about a difficult interaction, prepare questions for therapy, practice more grounded communication, or notice patterns that may be useful to explore in our work together.

I support clients using helpful tools for growth, reflection, and emotional clarity. At the same time, AI should be treated as a supportive aid, not as a therapist, crisis counselor, medical provider, or final authority about your life or relationships. AI tools do not know your full history, cannot track your nervous system or relational context the way therapy can, and may sometimes give responses that are inaccurate, overly certain, generic, or not clinically appropriate for your situation.

Please be thoughtful about privacy. Many consumer AI tools are not covered by the same confidentiality protections that apply to therapy. For that reason, I encourage you to avoid entering highly identifying or sensitive information, such as full names, contact information, addresses, medical details, legal details, sexual history, addiction history, trauma details, or information about other people who have not consented. If you use AI, consider using general or de-identified language whenever possible.

You are welcome to bring anything useful from your AI-supported reflection into session, including questions, summaries, communication drafts, or journaling prompts. We can then sort through it together and decide what seems helpful, what may need refinement, and what may not fit your actual healing process.

If you are in crisis, feel unsafe, are having thoughts of harming yourself or someone else, or are dealing with abuse, coercion, stalking, violence, or another urgent safety concern, please do not rely on AI for help. Call 911, go to the nearest emergency room, or reach out to appropriate emergency or crisis resources. By signing below, you acknowledge that AI may be a useful notebook, mirror, or brainstorming partner, but it is not a replacement for therapy, human care, or immediate safety support.

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------|------------------|
| <b>Client 1 Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Birthdate</b> | <b>Client 2 Name (for Couples Therapy)_</b>             | <b>Birthdate</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                                         |                  |
| <b>Street Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                  | <b>Street Address</b>                                   |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                                         |                  |
| <b>City, State, Zip</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  | <b>City, State, Zip</b>                                 |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                                         |                  |
| <b>Best phone to reach you</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  | <b>Best phone to reach you</b>                          |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                                         |                  |
| <b>OK to TEXT confidential messages?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  | <b>OK to TEXT confidential messages?</b>                |                  |
| <b>OK to leave confidential voice messages?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  | <b>OK to leave confidential voice messages?</b>         |                  |
| <b>Best Email to reach you</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  | <b>Best Email to reach you</b>                          |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                                                         |                  |
| <b>OK to Email confidential info?<br/>(Never spam!)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  | <b>OK to Email confidential info?<br/>(Never spam!)</b> |                  |
| <u>Acknowledgement</u><br>By signing below, Client acknowledges that they 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. |                  |                                                         |                  |
| <b>Your Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Date</b>      | <b>Your Signature</b>                                   | <b>Date</b>      |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  | X                                                       |                  |

### Referral and Emergency Contact Information

|                                              |                                              |
|----------------------------------------------|----------------------------------------------|
| <b>How did you find me?</b>                  |                                              |
|                                              |                                              |
| <b>Client 1 Emergency Contact</b>            | <b>Client 2 Emergency Contact</b>            |
|                                              |                                              |
| <b>Best phone for your emergency contact</b> | <b>Best phone for your emergency contact</b> |
|                                              |                                              |
| <b>Relation to you</b>                       | <b>Relation to you</b>                       |
|                                              |                                              |

## **CONFIDENCE POLICY** (FOR COUPLES CLIENTS ONLY)

Sometimes, in the course of couples counseling, I may choose to see one or both of you individually in order to advance your progress together in service of the relationship. In some cases, an individual might share with me a secret they do not want shared with their partner. If I am to treat you in the most effective way possible, I need you both to be transparent with me, even in the ways you are not willing or ready to be transparent with each other. If you lie or omit information from me, I will not be able to fully assist the secure functioning of your relationship and the therapy may be less effective.

It is for this reason you may opt for this confidence policy. This means if one or both of you tells me a secret, I will hold that information in confidence as privileged information from the other partner. Both parties must agree to allow me to intentionally hold that in confidence if their partner has shared with me in confidence.

If you have a secret, please be very explicit and clear with me about what you want shared or not shared. Something like, "My husband knows I have a job at the bank, but he does not know I was demoted, and I do not want him to know. Please do not share my demotion with him." **Please do not assume I have heard your request for confidentiality until I repeat your request explicitly**; something like, "I understand your husband knows about your job at the bank, but you would like me to keep your demotion a secret from him. I will hold this information in confidence."

My choice to hold confidence does not in any way mean I favor one partner over the other or have any special alliance with one partner over the other. I am in favor of transparency in a securely functioning relationship; however, I will hold confidence and work with you individually in service of moving towards secure function through eventual transparency in your relationship, and exploring what makes it difficult to share private information with your partner.

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- I have read this **Confidence Policy**, and I agree that our couple therapist Rick Hupp, LMFT may hold privileged information (secrets) in order to maintain the confidentiality of my partner.
- I understand that this does not mean my therapist has an unfair alliance with my partner.
- I understand that if he holds a privileged information from me, he is still working in service of me, my partner, and our relationship.
- I agree to tell Rick Hupp, LMFT the whole truth and be clear and explicit with him if I do not want information shared with my partner.

| Your Signature (Client 1) | Date | Your Signature (Client 2) | Date |
|---------------------------|------|---------------------------|------|
| X                         |      | X                         |      |

## ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

My [Notice of Privacy Practices](#) is available for your review on my website and may also be provided to you upon request. This notice explains how your protected health information may be used and disclosed, your rights regarding your health information, and my responsibilities for protecting your privacy. By signing this form, you acknowledge that the Notice of Privacy Practices has been made available to you and that you have had the opportunity to review it. You are encouraged to read it in full and to ask any questions you may have. You may request a paper or electronic copy at any time.

My [Notice of Privacy Practices](#) is subject to change. If I change my notice, you may obtain a copy of the revised notice from me by contacting me at (818) 822-6644 or [www.rickhupp.com](http://www.rickhupp.com)

If you have any questions about my Notice of Privacy Practices, please contact me at:  
Rick Hupp, 22221 Kittridge Street, Woodland Hills, CA 91303 (818) 822-6644 [rick@hupp.com](mailto:rick@hupp.com)

I acknowledge receipt of the [Notice of Privacy Practices](#) of Rick Hupp, LMFT.

| Your Signature (Client 1) | Date | Your Signature (Client 2) | Date |
|---------------------------|------|---------------------------|------|
| X                         |      | X                         |      |

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Wow! You did it! Thank you! Looking forward to our future conversations.