**Lisa Gulino, M.A., LMFT**

**Licensed Marriage and Family Therapist #98859**

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**AGREEMENT FOR SERVICE / INFORMED CONSENT**

**Risks and Benefits of Therapy**

Psychotherapy is a process in which you (the client) discuss a myriad of issues, experiences and memories for the purpose of creating positive change so you can experience your life more fully. It provides an opportunity to better understand yourself, as well as, any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between you and Lisa Gulino, LMFT (the 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 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.

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 that 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, 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. I encourage you to address any concerns you have regarding your progress in therapy with me.

**HIPPA**

I often maintain contact with my clients via text, e-mail, or other electronic means. Although I cannot be certain that this information will not be intercepted, I will do my part to protect your confidentiality.

\_\_\_\_\_\_\_\_\_\_Please initial here if you understand the risks of communicating with me by electronic means and still wish to do so. Your initials indicate that you understand the risk and consent to the communication with me electronically. If you communicate confidential or private information via e-mail, texts or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**Records and Your Right to Review Them**

Both the law and the standards of my profession require that I keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, I, Lisa Gulino, LMFT retain clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify. When more than one client is involved in treatment, such as in cases of couple and family therapy, I, Lisa Gulino, LMFT will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**Telephone & Emergency Procedures**

Telephone consultations between office visits are welcome. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed within regularly scheduled sessions. You may leave a message for me at any time on my confidential voicemail. If you wish a return call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. **Nonurgent phone calls** are returned during normal workdays (Monday through Friday) within 24-48 hours. I am not available to return calls on Saturdays or Sundays or after 8 pm. If you have an urgent need to speak with me, please indicate that fact in your message and follow any instructions that are provided in my voicemail. In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance. If such is the case and an emergency situation arises, indicate it clearly in your message and whether you feel you need to talk to someone right away. If so, please call from this list of Emergency Services for support:

Mental Health Crisis Center: (916) 732-3637

Minor Emergency Response Team (MERT): (916) 875-1113

Domestic Violence Help: (916) 728-5613

Sacramento County Mental Health Treatment Center: (916) 732-3737

Suicide Prevention Crisis Line: (916) 368- 3111

**If it is an immediate psychiatric emergency call 911**

Please do not use email or faxes for emergencies.

**Social Networking and Internet Searches**

The basis for this policy is to truly protect our relationship and your confidentiality in session. You are the person that can decide what you want to keep confidential. I must keep my relationship with you completely confidential except in cases of where you might harm yourself or others (see Confidentiality below). Thus, if you post on my page, you are opening up the possibility of people inferring about our relationship or asking you about your connection to me. You get to decide what you tell people. You have a choice as to what you reveal about yourself online, however I will not reveal my connection to you.

At times, I may conduct a web search on clients before the beginning of therapy or during therapy.

If you have concerns or questions regarding this practice, please discuss them with me. By policy, I do not accept friend requests from current or former clients on social networking sites, such as Facebook, Twitter, LinkedIn, Instagram, Pinterest, etc. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise privacy and confidentiality. For this same reason, I request that clients do not communicate with me through any interactive or social networking web sites. \*Sometimes clients text me to request an appointment time or to let me know if they are running late to an appointment. Just know, text isn’t always secure. I am fine with brief texts related to your appointment only.

**Confidentiality**

The information you disclose 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 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.

**Fee and Fee Arrangements**

The usual and customary fee for service is $ 140.00 per 50-minute session. Sessions longer than 50-minutes are charged for the additional time pro rata. I reserve the right to increase my fee each calendar year in line with rising costs common to the first of the year expenses. Furthermore, all clients will be notified of any fee adjustment in advance and are expected to pay for services at the time services are rendered. If we have worked together previously and a minimum period of 6 months or more has passed since our last session, I will charge my current rate at the time of our newly scheduled session. If insurance billing is involved, I will collect the co-pay and bill your insurance accordingly. All co-payments, deductibles, and payments for services not covered by health plan are the client’s responsibility, including any services not covered or denied by the insurance company. I accept cash, checks (made out to Lisa Gulino, LMFT), MasterCard, American Express, and Visa credit/debit cards. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**Cancellation Policy**

By policy, you (the client) are responsible for full payment of the agreed upon fee of $\_\_\_\_\_\_\_\_\_ for any missed session(s). You will also be responsible for full payment of the agreed upon fee for any session(s) upon failure to give me at least **24-hours notice** of cancellation. \*\*Cancellation of a “Monday session” requires notice by the prior Friday. Cancellation notice should be left on my voice mail (or via text) at (916) 312-3533. Please initial here to \_\_\_\_\_\_\_\_\_\_\_ indicate that you read and understand the cancellation policy.

**Additional Services for Lisa Gulino, LMFT**

There are times in which I must charge for additional services. While I understand this is not always convenient for you, the time it takes for me to prepare a letter, (re)submit insurance paperwork or make a court appearance, is time for which I would otherwise not be reimbursed. Telephone and text conversations, site visits, release of information, longer sessions, travel time, etc. will be charged at the same hourly rate as session times, unless indicated and agreed upon otherwise \_\_\_\_\_\_\_\_\_ Please initial here.

**Litigation Limitation**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Lisa Gulino, LMFT to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. Reimbursement for services will be “self-pay” and are payable to Lisa Gulino, LMFT. Payment in advance is required for testimony, the specifics of which will be discussed on an individual basis.

If I agree to testify, I will appear at the appointed time, whether or not I have received a subpoena; however, I, Lisa Gulino, LMFT ask that the party requesting my appearance issue a subpoena. **The approximate anticipated fee or $1,000.00, whichever is greater, is due at least ten days prior to testimony.** If the request for my appearance is cancelled with at least one calendar week’s notice, the entire advance payment will be returned (less any amount that would be applied to other charges that remain unpaid); if cancelled with only four business days notice, half the amount will be returned; if cancelled with less than 48 hours notice, the entire amount will be retained as compensation for my schedule and preparing to appear. If the subpoena is issued with less than a week’s notice, a verbal agreement may be made regarding needed notification and cancellation agreements.

**Mediation & Arbitration**

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of the client(s) and myself. The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Sacramento, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I, Lisa Gulino, LMFT can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**Termination of Therapy**

As the Therapist, I, Lisa Gulino, LMFT 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, the Client(s) needs are outside of my scope of competence or practice, or the Client(s) is not making adequate progress in therapy. Additionally, You, the Client, have the right to terminate therapy at your discretion. Upon either your or my decision to terminate therapy, I will generally recommend that you participate in at least one termination session to facilitate a positive termination experience and give both of us 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 (the Client) acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement, that you have discussed such terms and conditions with me (the Therapist), and have had any questions with regard to its terms and conditions answered to your satisfaction. Additionally, you agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with me. 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.

Client Name (please print)

Signature of Client (or Authorized Representative) and Date: