

CURT WIDHALM & ASSOCIATES

COUNSELING AND THERAPY

AGREEMENT FOR SERVICE/INFORMED CONSENT

Introduction

This agreement is intended to provide _____ (herein "Patients") with important information regarding the practices, policies, and procedures of Curt Widhalm, MA Marriage and Family Therapist MFC #47333 (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patients. Any questions or concerns regarding the contents of this agreement should be discussed with the Therapist prior to signing it.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patients discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change so Patients can experience his/her life more fully. It provides an opportunity to better and more deeply understand the interactions of the Patients, as well as any problems or difficulties Patients may be experiencing. Psychotherapy is a joint effort between Patients and Therapist. Progress and success may vary depending on the particular problems or issues being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to the Patients, 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, school, and family settings, and increased self-confidence. Such benefits may also require substantial effort on the part of Patients, as well as his/her caregivers and/or family members, 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. This discomfort may also extend to other family members, as they may be asked to address difficult issues and family dynamics. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge the perceptions and assumptions of the Patients or other family members, and offer different perspectives. The issues presented by Patients may result in unintended outcomes, including changes in personal relationships.

During the therapeutic process, many Patients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth may be easy and swift at times, but may also be slow and frustrating. Patients should address any concerns he/she has regarding progress with Therapist.

Voice: (818) 826-3557 Fax: (310) 606-3890

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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 Patients or Patient's family or caregivers.

Records and Record Keeping

Therapist may take notes during session, and will also produce other notes and records regarding Patient'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 Patients. Should Patients request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patients, 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 Patients' records for seven years following termination of therapy. However, after seven years, Patients' records will be destroyed in a manner that preserves Patients' confidentiality.

Confidentiality

The information disclosed by Patients is generally confidential and will not be released to any third party without written authorization from Patients, except where permitted by law. Exceptions to confidentiality include, but are not limited to: reporting child, elder, and dependent adult abuse; when a Patients makes a serious threat of violence towards a reasonably identifiable victim, when a Patients is dangerous to him/herself or the person or property of another, or when a Patients is court-mandated or otherwise obligated to receive therapy. Therapist also holds a strict "No Secrets" policy when working with couples or families. This means that the content of any communications with Therapist by any Patients between sessions will be shared with all other Patients during the next session either by the reporting Patients or by the Therapist.

Patients Litigation

Therapist will not voluntarily participate in any litigation or custody dispute in which Patients and another individual or entity, are parties. Therapist has a policy of not communicating with Patients' attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used Patients' 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 Patients, Patients agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself/themselves available for such an appearance at Therapist's usual and customary hourly rate of \$225.00.

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Should Therapist be required for appearance, a minimum of 4 hours will be set aside for the appearance whether or not Therapist is called to testify in addition to preparation and travel time.

Psychotherapist-Patients Privilege

The information disclosed by Patients, as well as an records created, is subject to the psychotherapist-Patients privilege. The psychotherapist-Patients privilege results from the special relationship formed between the Therapist and Patients in the eyes of the law. It is akin to the attorney-client privilege or the doctor-Patients privilege. Typically, the Patients is the holder of the privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-Patients privilege on Patients' behalf until instructed in writing to do otherwise by a person with the authority to waive the privilege on Patients' behalf. When a Patient is a minor child, the hold of the psychotherapist-Patients privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the psychotherapist-Patients privilege for their minor children, unless given such authority by a court of law. Patient is encouraged to discuss any concerns regarding the psychotherapist-Patients privilege with his/her attorney. In instances that Patients are court-mandated to receive therapy, the Court holds the privilege, not the Patients.

Patients should be aware that he/she/they might be waiving the psychotherapist-Patients privilege if he/she/they makes his/her mental or emotional state an issue in a legal proceeding.

Social Media Policy

Clients are free to follow and like any of my social media profiles that are publicly available, but are under no obligation to do so. I will NEVER interact with your social media in any way that indicates that you are a client. Any social media requests that require a two-way approval process (for example, Facebook friends, requests to follow private accounts, etc.) will be ignored. Therapist's role is to provide confidentiality of client's choice to pursue psychotherapy, and this is a way to help you pursue those services in a publicly anonymous way.

Online Reviews

Clients are free to write online reviews of their experience with therapist, but do so at the risk of breaking their own confidentiality. Therapist will never respond directly to client reviews to preserve client confidentiality. If you are ever unhappy with therapist services, I do encourage you to directly approach those concerns with me prior to posting any reviews so that I can best work with you to address your concerns.

Client Substance Use Policies

If clients attend sessions under the influence of drugs and/or alcohol, therapist reserves the right to terminate the session at the cost of the full session. Psychotherapy is best conducted when clients are not limited in their abilities to address their emotions and logic. Repeated violations of this policy are grounds for termination of the therapeutic relationship.

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Fee and Fee Arrangements

The usual and customary fee for service is \$225.00 per 50-minute sessions. Sessions longer than 50-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee.

From time-to-time, Therapist may engage in telephone contact with Patients for purposes other than scheduling sessions. Patients 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, Therapist may engage in telephone contact with third parties at the request of Patients. Patients is responsible for payment of the agreed-upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Patients are expected to pay for services at the time services are rendered unless otherwise arranged with Therapist. Patients' credit card number is to be kept on file in the event that Patients misses sessions or carries a balance beyond two sessions.

Cancellation Policy

Patients are responsible for payment of the agreed upon fee for any missed sessions. Patients is also responsible for payment of the agreed upon fee for any sessions for which Patients failed to give Therapist at least 24 hours-notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (818) 826-3557.

Therapist Availability

Therapist's voice mail is confidential and Patients may 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 that calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Patients is feeling unsafe or requires immediate medical or psychiatric assistance, Patients should call 911 or go to the nearest emergency room. Although Therapist accepts text messages from clients, this is only to schedule appointments or phone calls and is not a replacement for phone calls for any other reason.

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, Patients needs are outside the Therapist's scope of practice or competence, or Patients is not making adequate progress in therapy. Patients have the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patients participate in one or 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.

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Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals when appropriate.

Acknowledgement

By signing below, Patients acknowledges that he/she has reviewed and fully understands the terms and conditions of this agreement. Patients have discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Patients' satisfaction. Patients agree to abide by the terms and conditions of this agreement and consent to participate in psychotherapy with Therapist. Moreover, Patients agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from injury or complications whatsoever, save negligence, that may result from such treatment.

Patient's Name

Signature of Patient

Date

Patient's Name

Signature of Patient

Date

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