

Brain Health Counseling & Neurofeedback AGREEMENT FOR SERVICE / INFORMED CONSENT

Introduction

This Agreement is intended to provide [name of patient] _____ (herein “Patient”) with important information regarding the practices, policies and procedures of Brain Health Counseling and Neurofeedback 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.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so Patient 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 Patient may be experiencing. Psychotherapy is a joint effort between Patient 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 Patient, 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 Patient, 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 Patient’s perceptions and assumptions, and offer different perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient. 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 and change may be easy and swift at times, but may also be slow and frustrating. Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Professional Consultation and Supervision

Professional consultation is an important component of a healthy psychotherapy practice. As such, during consultation the Therapist will only reveal information regarding Patient that is important and relevant to case conceptualization and treatment planning.

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 patient. Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient 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 Patient's records for seven years following termination of therapy. However, after seven years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Confidentiality

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, 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 him/herself or the person or property of another.

Patient Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient'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 Patient, Patient agrees to pay Therapist, in advance, for any time spent in preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary hourly rate of \$175.00.

Psychotherapist-Patient Privilege

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. 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 Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Patient's behalf until instructed, in writing, to do otherwise by Patient or Patient's representative. Patient should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Fee and Fee Arrangements

Your first (intake) session fee is **\$125.00**. This session is a higher fee due to the extensive assessment done.

The usual and customary fee for service is \$100.00 per 50-minute session. Some sessions may last longer or need more time. The fee for service per 75-minute session is \$120. Therapist reserves the right to periodically adjust these fees. 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 payers, or by agreement with Therapist. Therapist reserves the right to periodically adjust fee. Patient will be notified of any fee adjustment in advance.

From time-to-time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is 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 Patient's request and with Patient's advance written authorization. Patient 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. Therapist accepts cash, checks, and major credit cards. The Therapist reserves the right to collect balances that have been unpaid by using collection agencies if necessary. The Therapist will make several attempts to rectify a balance issue before a collection agency is considered.

Email, Text Messages, Social Media and Outside Contact

To protect your confidentiality, therapy **will not** be conducted in between sessions through email or text message. Email is meant for scheduling questions and cancellations. Please call to make a sooner appointment if you would like to discuss a matter before your next appointment time. For privacy and confidentiality reasons, the Therapist does not add Patients to social media accounts or engage with a Patient through social media as if they are a Patient. If the Therapist sees her Patient outside the office, she will only acknowledge the Patient if the Patient chooses to say hello. Conversations will not take place outside the office to protect your anonymity.

Insurance

Tori Task, LMFT takes Beacon Health insurance. Amie Escher, LMFT is an out of network provider. She I can provide you with a monthly invoice (or superbill) to send to your insurance for reimbursement. If you have out of network benefits, your insurance company might be able to reimburse you for a portion of your costs. Some PPO plans such as Aetna, Cigna, and Blue Cross Blue Shield (as well as others) have been known to provide reimbursement.

Paying Out of Pocket

If you are able to pay out of pocket, there are advantages to not using insurance. Here is some important information about insurance providers:

- 1) **You lose privacy and confidentiality when you use insurance-** the managed care providers have the ability to access your therapy records at any time to see things such as diagnosis and treatment information. Any documented mental health treatment filed through your insurance goes on your permanent medical record. Some treatment information could potentially deny you access to specific treatments, may keep you from securing other insurance coverage in the future, and may cause your insurance premium, deductible and copay to increase.
- 2) **Insurance providers determine your treatment-** they decide the length of treatment, the length of your sessions, and they will not reimburse you for services unless you have a mental health diagnosis. Oftentimes there can be surprise costs associated with using insurance despite being given an authorization to see a therapist. Unfortunately, insurance providers are mainly concerned with lowering costs instead of what your therapeutic needs are.
- 3) **It's hard to find a specialist who takes insurance-** when a therapist accepts insurance, by nature of their contract they are not supposed to specialize as these therapists are required to see who ever has that insurance. Specialists have advanced training and experience in working with your presenting problem (such as trauma, anxiety, grief, relationship stress, etc) and a specialist may be a better fit for your unique needs.

Cancellation Policy-

Patients are responsible for attending their scheduled appointment time with or without an appointment reminder. The time scheduled is reserved specifically for the Patient. The Patient is responsible for payment of any missed session(s). Patient is also responsible for payment of any session(s) for which the Patient failed to give Therapist at least a full 24 hours' notice of cancellation. Cancelling the night before a session will still result in a fee if it has not been a total of 24 hours' notice. The missed session/late cancel fee is currently \$100 or the total agreed upon cost of the full session. Therapist reserves the right to periodically adjust fee. Patient will be notified of any fee adjustment in advance. Understandably, sudden illnesses and emergencies cannot be planned ahead of time and they are always taken into account. If you are 15 minutes (or more) late to your appointment, the appointment will still end at the time it normally ends. All appointments cancelled with less than 24 hours notice will be considered a late cancel and the noted fee will be charged.

Please note that when you make an appointment it saves a spot just for you. We can not fill that spot without adequate notice.

Insurance will not cover any missed session or late cancel fees. These fees need to be paid immediately by the Patient. The credit/debit card form will need to be completed and kept on file to be charged in the instance there is a missed session or late cancel. It is mandatory to keep a card on file; however, you do not need to use that card each time if you prefer to pay cash or with a check. Cancellation notices should be left on Therapist's voice mail at 916-509-7035 or email: amiebhc@gmail.com.

Therapist Availability

Therapist's office is equipped with a confidential voice mail system that allows Patient 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 Patient 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, Patient needs are outside of Therapist's scope of competence or practice, or Patient is not making adequate progress in therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient 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 Patient.

Acknowledgement

By signing below, Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Patient's satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient 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.

Patient Name (please print)

Signature of Patient (or authorized representative)

Date

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payer.