Ann Palik, MA, MFT Marriage and Family Therapist, Lic. No. 33337 3820 Del Amo Boulevard, Suite 301 Torrance, CA 90503 (310) 538-3512

AGREEMENT FOR SERVICE / INFORMED CONSENT

Introduction

This Agreement is intended to provide ______ (herein "Patient") with important information about the practices and policies of Ann Palik (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns about the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist Background and Qualifications

Therapist has been practicing as a marriage and family therapist (MFT) since 1996. Therapist's theoretical orientation can be described as helping people examine and reinvent their patterns of interacting, which they may be unconsciously replaying from past experience.

Risks and Benefits of Therapy

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

Therapy may result in a number of benefits to Patient, including but not limited to less stress/anxiety, fewer negative thoughts/behaviors, better relationships, more comfort in social/work/family settings, and more self-confidence. Such benefits may require substantial effort by Patient, including active participation in therapy, honesty, and openness to change feelings/thoughts/behaviors. There is no guarantee therapy will yield any or all of the benefits above. It may involve some discomfort, including recalling and discussing unpleasant feelings/experiences, and may evoke strong feelings of sadness, anger, fear, etc. At times Therapist may challenge Patient's perceptions and offer different perspectives. Issues Patient presents may result in unintended outcomes, such as relationship change. Any decision as to his/her personal relationships is Patient's responsibility. During the therapy process, many find that they feel worse before they feel better; this is normal. Patient should discuss any concerns with Therapist.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. Therapist regularly participates in clinical/ethical/legal consultation with appropriate professionals. In such consultations Therapist will not reveal any personally identifying information regarding Patient.

Records and Record-Keeping

Therapist will produce notes/records regarding Patient's treatment. These constitute Therapist's clinical and business records, which Therapist must maintain by law, and are the sole property of Therapist. 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 may refuse to produce a copy of the record under certain circumstances but may, as requested, provide a copy of the

record to another treating healthcare provider. Therapist will keep Patient's records for 10 years after termination of therapy. Patient's records will then be destroyed in a manner preserving 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 anyone else are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, or declarations to be used in Patient's legal matter, and will generally not provide records or testimony unless compelled to do so. If Therapist is subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for time spent for preparation, travel, or other time in which Therapist has made herself available for such appearance at the fee agreed upon by Therapist and Patient.

Psychotherapist-Patient Privilege

The information disclosed by Patient and any records created are subject to the psychotherapist-patient privilege under the law, akin to the attorney-client or doctor-patient privilege. Typically the patient is the holder of the psychotherapist-patient privilege. If Therapist is subpoenaed for records or deposition or court testimony, Therapist will assert the 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 may be waiving psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient should address any concerns regarding the psychotherapist-patient privilege with his/her attorney.

Fee and Fee Arrangements

The agreed-upon fee between Therapist and Patient is <u>per 50-minute session</u>. Longer sessions may be charged pro rata. Therapist reserves the right to periodically adjust this fee and will notify Patient in advance of a fee adjustment. The fee may also be adjusted by contract with insurance or managed care organizations or by agreement with Therapist. Patient is to pay for services at time rendered, by cash or check. Occasionally Therapist may speak by phone with Patient for purposes other than session scheduling. Patient will pay the agreed-upon fee (on a pro-rata basis) for calls longer than 10 minutes.

Insurance

Patient is responsible for all fees not reimbursed by his/her insurance or managed care company or any other third-party payor. Patient is responsible for verifying and understanding the limits of his/her coverage, as well as co-payments and deductibles. Therapist is a contracted provider with Aetna PPO and HMO, MHN, TriCare, Horizon Health, and ComPsych, and has agreed to a specified fee. If Patient wishes to use benefits of his/her health insurance, Patient agrees to inform Therapist in advance.

If a portion of Patient's therapy costs are covered by insurance, the insurance company will require, at minimum, diagnosis and dates of service, and may also require a written progress report and treatment plan. When Patient signs his/her insurance claim form, he/she waives the right to confidentiality and grants the insurance company access to his/her records. If Therapist is not a contracted provider with Patient's

insurance/managed care company and Patient wishes to use his/her insurance, Therapist will provide Patient with a statement which Patient can submit to a third-party payor to seek reimbursement of fees already paid.

Cancellation Policy

Patient is responsible for payment of the agreed-upon fee for missed ("no-show") session(s) or any session(s) for which Patient failed to give Therapist at least 24 hours' notice of cancellation. Cancellation notice should be left on Therapist's voicemail at (310) 538-3512. Insurance companies generally do not pay for missed or late-canceled sessions. Therefore, if Patient is using his/her insurance to cover any therapy costs, Patient will be responsible for the full fee for such missed or late-canceled sessions, not just the co-pay amount.

Therapist Availability

Therapist has a confidential voicemail system and Patient may leave a message at any time. Therapist will make every effort to return calls within 24 hours, but cannot guarantee calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. If Patient is feeling unsafe or needs immediate medical or psychiatric evaluation, he/she should call 911 or go to the nearest emergency room.

Termination of Therapy

Therapist reserves the right to terminate therapy at her discretion, for reasons including but not limited to untimely fee payment, noncompliance with treatment recommendations, conflict of interest, failure to participate in therapy, or Patient needs being outside Therapist's scope of practice or competence. Patient also has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate, Therapist will usually recommend Patient participate in at least one termination session to facilitate a positive termination experience and allow both parties 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.

Acknowledgment

By signing below, Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed the terms and conditions with Therapist, and any questions have been 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 payor.

Name of Responsible Party (please print)

Date