

## Agreement and Consent to Receive Counseling Services

This document will serve as an agreement between us. Please read carefully as it has important information outlining my policies and procedures as well as the risks and benefits of engaging in counseling services. As you read along, please don't hesitate to ask me if you have any questions or concerns regarding the following information.

I have a Master's Degree and am a Licensed Marriage and Family Therapist in the state of California (CA License# 98993). If you have any questions regarding my training, areas of expertise or background, please feel free to inquire at any time.

### **Confidentiality:**

Confidentiality is part of what creates the foundation of trust between us. Everything that is discussed in session, as well as my documents related to our sessions, will remain confidential (what you say will be kept private) unless I am *required by law* to disclose.

- If you are a minor, please be aware that the law may provide your parents/legal guardians the right to examine your records. I typically either request that they relinquish access to your records, or I provide them only with general information about our work together, unless I feel there is a high risk of doing harm. Before giving them any verbal or written information, I will discuss the matter with you, if possible. I will do my best to collaborate on solutions to releasing the records.

### **Disclosure May Be Required by Law:**

Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to me that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

### **Emergencies:**

If there is an emergency during therapy where I am concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided as an emergency contact.

**Consultation:**

I consult regularly with other professionals regarding my clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-mails, Internet, and Computers:**

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails and important texts are part of the medical records. Therefore, while I am happy to utilize text messaging for scheduling/canceling purposes, I will not engage in text messaging regarding therapeutic issues as to maintain boundaries in our therapeutic relationship and to avoid compromising privacy and confidentiality. Additionally, my emails are not encrypted. However, my computers are equipped with a firewall, a virus protection, and a password and I also back up all confidential information from my computers on a regular basis. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as email or cell phone. If you communicate confidential or private information via email, 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 via email. Please do not use email for emergencies, as I may not respond as quickly as needed.

**Your Right to Review Records:**

The laws and standards of my profession require that I keep professional records. These are maintained, in a secure setting, for a minimum of seven years. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will either provide you with a summary or send your records to a mental health professional of your choice. I may recommend that you review them in my presence so we can talk about them. When more than one client is involved in treatment, such as in cases of couple and family therapy, I 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.

**Mediation and 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 me (Jessica Gillespie, LMFT) and the client(s). 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 Los Angeles County, California, 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 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.

**Telephone and Emergency Procedures:**

If you need to contact me between sessions, please leave a message at (626) 708-0449 and your call will be returned as soon as possible. I check my messages a few times during the daytime only, unless I am out of town or ill. As stated above, I am willing to utilize text messaging for scheduling/canceling purposes, but will not engage in text messaging regarding therapeutic issues as to maintain boundaries in the therapeutic relationship and to avoid compromising privacy and confidentiality. If a telephone conversation regarding therapeutic issues goes beyond 10 minutes, you will be charged the prorated session fee. I will do my best to remind you of this policy prior to engaging in a telephone conversation longer than 10 minutes.

If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the Los Angeles County Department of Mental Health 24-hour crisis line (800-854-7771) or the Police at 911. Please do not use email for emergencies.

**Payments and Cancellation Policy:**

Clients are expected to pay the standard fee of \$150.00 or \_\_\_\_\_ (as agreed) per 50-minute session at the beginning of each session, unless other rates or arrangements have been made. We will always discuss any possible increases or decreases in your session fee prior to the change being applied. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments.

I understand that unplanned issues can come up and you may need to cancel an appointment. If that happens, I respectfully ask for scheduled appointments to be cancelled at least 24 hours in advance. Cancellations with less than 24 hours notice are difficult to fill. By giving last minute notice or no notice at all, another interested client loses an opportunity to be scheduled into that time slot. Therefore, this policy will enable me to open otherwise unused appointments to

better serve the needs of all clients. A full session fee will be charged for no-show appointments and appointments not cancelled within 24 hours. Exceptions will be made for medical and family emergencies.

**Benefits and Risks of Psychotherapy:**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to experience change, such as a reduction of psychological symptoms or improved social/occupational functioning. I approach this process in a collaborative way, asking for your feedback throughout the process and we can adjust goals or interventions, as needed. Sometimes more than one approach can be helpful in dealing with a certain situation. During therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which may further cause you to experience uncomfortable feelings. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and can even be frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.

**Treatment Plans:**

Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives, and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**Dual Relationships:**

Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or can be exploitative in nature. It is important to realize that in some communities, multiple relationships are either

unavoidable or expected. I will never acknowledge working with anyone without his/her written permission. In addition, I will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise me if the dual or multiple relationship becomes uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**Social Networks:**

I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**Termination:**

If at any point during psychotherapy, I assesses that I am not effective in helping you reach the therapeutic goals or that you are unable or unwilling to follow treatment recommendations, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I will give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals, and, if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, I will offer to provide you with names of other qualified professionals.

I have read the above Agreement and Consent to Receive Psychological Services carefully. I understand and agree to comply with these guidelines. If I am bringing a minor for treatment, I have the legal authority to consent to the minor's treatment and hereby do so consent.

Client's Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Client's Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Parent/Legal Guardian's Name (print)

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Signature

Date

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Jessica Gillespie, LMFT CA License# 98993