

AGREEMENT FOR SERVICE / INFORMED CONSENT

Welcome to my psychotherapy practice. This document contains information in response to frequently asked questions by new clients. Please read it over, and feel free to raise any questions you may have.

This Agreement is intended to provide [Client Name] ____

(herein "Client" or "Patient") with important information regarding the practices, policies and procedures of Ruth Krumbhaar, MFT (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist Background and Qualifications: Therapist has been practicing as a therapist for over 15 years, working mostly with individual adults, couples, groups, and teens. Therapist is also a certified yoga instructor and coach. Therapist's theoretical orientation can be described as Cognitive Behavioral Therapy (CBT) blended with mindfulness, Internal Family Systems (IFS) and Humanistic modalities.

Confidentiality: One of the cornerstones of the therapist-client relationship is confidentiality. It is important for you to discuss whatever you want in treatment without fear that it will leak out and create problems for you in your life. However, there are certain situations in which a therapist may be compelled to break confidentiality. The following situations are examples in which a therapist would need to report to a third party information revealed:

- 1. California law requires the reporting of child and elder abuse to the proper authorities, even when it is revealed in the privacy of the therapist's office.
- 2. If the Client poses a serious danger to him/herself or others, the Therapist is required to report. If the Client is under the age of 18, their parent or guardian will be informed of the safety concerns.
- 3. The Therapist is obligated to warn a person if s/he thinks this person is likely to become a victim of violence at the hands of the Client.

Professional Consultation and Record Keeping: 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

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

Email and Electronic Messaging: It is very important to be aware that computers and unencrypted email, text, and e-fax communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on Therapist's laptop is encrypted, emails and e-faxes are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address or computer. Therapist's laptop is equipped with a firewall, virus protection, and a password, and all confidential information from this computer is regularly backed up on to an encrypted hard-drive. Please notify Therapist if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If Client communicates confidential or private information via unencrypted email, text, e-fax or via phone messages, Therapist will assume that Client has made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted; and Therapist will honor your desire to communicate in such a manner.

Patient Litigation: Therapist will not voluntarily participate in any litigation, or custody dispute in which Client 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 reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary rate of \$220 per hour.

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-patient privilege or the doctor-patient privilege. Typically, the Patient is the holder of the psychotherapist-patient privilege. If Therapist receives 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.

Therapy Sessions: I provide therapy and consultations at regularly scheduled appointments, which generally last for 50 minutes unless otherwise specified. Most sessions occur in person, via Zoom, or phone. If you request/require in person sessions, please make sure to discuss before we agree to ongoing treatment.

Telephone Calls: My office is currently open Mon.–Fri., except for holidays. I will generally return phone calls within 24 hours, or if after Friday at 5 pm, on the following business day. I do not charge for phone calls for less than ten minutes.

Fee Schedule: Each session has designated time limits, as indicated in my fee schedule. For example, a one-hour Psychotherapy appointment includes a 50-minute meeting and time for me to write up the client's case notes.

<u>Fee</u> \$220 (and sliding scale)

<u>Service</u>

- 50 minute psychotherapy session for clients who attend therapy sessions on a regular basis
 - 50 minutes psychotherapy sessions for clients who attend therapy on an infrequent basis for "tune-ups"

Written reports or phone calls to agencies, professionals, schools and insurance companies will be billed at the same hourly rate as psychotherapy. Review of documents, such as test reports or previous therapy statements, will also be billed at this rate. Telephone calls lasting longer than 10 minutes will be billed at the hourly rate.

Billing and Payment Expectations: <u>Payment is due at the time services are rendered.</u> I accept credit cards, Venmo and PayPal only. In order to make it possible to spend more time on matters directly related to client care, <u>I do not participate in healthcare</u>, <u>managed care</u>, <u>or HMO</u> <u>insurance programs</u>. You are responsible for obtaining your own reimbursement from your insurance company and I can provide documentation of services rendered as well as treatment planning.

Cancellation and Late Arrival Policy: If for any reason you are unable to meet for your appointment, you are responsible for calling, emailing or texting to cancel at least 24 "business" hours prior to your scheduled time (e.g., you must cancel a Monday appointment by 5:00 pm on the prior Friday). You will be charged for a missed appointment that is not cancelled accordingly.

The time for your sessions is reserved specifically for you. We will need to begin and end on time. I cannot extend our session beyond the agreed upon times; thus, if you are late for a scheduled appointment, that time is lost from your session. If I am late, I will either reduce your fee proportionally or make up the time when it is convenient for both of us.

How to Reach Me: My practice phone number is 415.999.7277. In the event of a medical or psychiatric emergency, please call your family physician, 911, the San Francisco Suicide prevention Hotline at 415.781.0500 or go to the nearest emergency room.

If I am on vacation or extended leave, or otherwise unavailable, I will refer you to another psychotherapist.

Risks/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 Client 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 Client, 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 Client, 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 Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client.

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. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Treatment Considerations: If at any time you have any questions about your treatment, please ask me. If you are dissatisfied with the treatment I am providing, please bring this up with me directly. I believe it is critical to good treatment for the therapist and client to have a

basic alliance and a clear vision of what they are trying to accomplish together. I look forward to our work together.

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

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

Client Name (please print)

Client Signature

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)

Signature of Responsible Party _____

Date ___/___/___