

Andrew Lawrence Lande, M.A.

Licensed Marriage and Family Therapist

AGREEMENT FOR SERVICES / INFORMED CONSENT

Introduction

This agreement is intended to provide important information to you (Client) regarding the practices, policies, and procedures of Andrew Lawrence Lande, LMFT, License No. LMFT106800, (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Please read the entire document carefully and ask any questions that you may have with Therapist prior to signing it.

Fees

The agreed upon fee between Therapist and Client is \$ _____ per individual 50-minute therapy session and is payable at the time services are provided. Therapist reserves the right to periodically adjust this fee, but Client will be notified of any fee adjustment in advance. Occasionally, Therapist may engage in telephone contact with Client, or with a third party on his/her behalf with Client's advance written authorization, for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls, either with Client or on his/her behalf, longer than fifteen minutes.

Insurance

Therapist is not a contracted provider with any insurance company or managed care organization. Should Client choose to use his/her insurance, at client's request Therapist will provide Client with a statement which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid. However, it is important to note that insurance plans generally limit coverage to certain diagnosable mental conditions, that any diagnosis made will become part of your permanent insurance records, and that Client is responsible for verifying and understanding the limits of his/her coverage. Therapist is unable to guarantee whether Client's insurance will provide payment for the services provided to you.

Appointment Scheduling

Sessions are typically scheduled to occur one time per week at the same time and day if possible. Therapist may suggest a different amount of therapy depending on the nature and severity of Clients concerns. Clients consistent attendance greatly contributes to a successful outcome in the therapeutic process. In order to cancel or reschedule an appointment, you are expected to notify your therapist at least 24 hours in advance of your appointment.

Cancellation Policy

Client is responsible for payment of the agreed upon fee for any session(s) for which Client did not provide at least 24-hour notice. Cancellations should be left on Therapist's voicemail or communicated by email at the email address provided to Client by Therapist. Insurance companies do not pay for missed or cancelled appointments.

Therapist Availability/Emergencies

Client may leave a voicemail message for Therapist 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 Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss a wide variety of issues, events, experiences and memories with the goal of creating positive change for Client. It provides an opportunity

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for Client to gain insight into him/herself and his/her problems and challenges. It is a collaborative effort between Client and Therapist operating in a spirit of acceptance with respect for cultural differences. Because progress and success are dependent upon a variety of factors, it is not possible to predict the length of the process or to guarantee a specific outcome or result. However, 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-defeating behaviors, improved interpersonal relationships, increased comfort in a variety of settings, increased capacity for intimacy, and increased self-confidence. On the other hand, participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The issues presented by Client may also 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 the Client. It is not uncommon for clients to find they feel worse before they feel better, but this is generally a normal course of events. Personal growth and change might at times be easy and swift but can also be slow and frustrating. It is expected that Client will address any concerns regarding his/her progress in therapy with Therapist.

Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting suspected child, elder and dependent adult abuse, prenatal exposure to controlled substances that could be harmful to the mother or the child, and when Client makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or to the person or property of another.

Minors and Confidentiality

Communications between Therapist and Clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, Therapist, in the exercise of his professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with Therapist.

"No Secrets" Policy

If Client participates in marital or family therapy, Therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. **However, it is important that you know that Therapist utilizes a "no-secrets" policy when conducting family or marital/couples therapy.** This means that if you participate in family, and/or marital/couples therapy, Therapist is permitted to use information obtained in an individual session that you may have had with him, when working with other members of your family. Please feel free to ask Therapist about how his "no secrets" policy may apply to you.

Psychotherapist-Client Privilege

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

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Records and Record Keeping

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 that Therapist is required by law to maintain. These records are the sole property of Therapist. 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 a minimum of seven years following termination of therapy. However, after a minimum of seven years, client's records will be destroyed in a manner that preserves Client's confidentiality.

Client 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 Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matters. 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 Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made herself available for such an appearance at Therapist's usual and customary hourly rate which may be more than Client's agreed to fee per session. Currently, that fee is \$150.00 per hour.

Termination

Therapist reserves the right to terminate therapy at his discretion. Reasons for termination include, but are not limited to, untimely payment of fees, conflicts of interest, failure to participate, Client's needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress. Client has right to terminate therapy at his/her discretion.

Acknowledgement

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. 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 for any injury or complications whatsoever, save negligence, that may result from treatment.

Client Name (please print)

Client Signature

Date