

## **Janice Baer, M.A., PPS**

Licensed Marriage and Family Therapist #92406, Phone 760-500-3565

### **AGREEMENT FOR SERVICE / INFORMED CONSENT**

#### **Welcome**

This agreement is intended to provide you with important information regarding the practices, policies and procedures and to clarify the terms of the professional therapeutic relationship. Any questions or concerns regarding the contents of this Agreement should be discussed with prior to signing acceptance.

#### **Background and Qualifications**

I am a Licensed Marriage and Family Therapist in the State of California. After graduating with a master's degree in Counseling Psychology, I completed 3,000 hours of supervised internships and successfully completed two state licensing exams. I have training in the general practice of psychotherapy with adults, children, adolescents, couples and families.

#### **Risks and Benefits of Therapy**

Participating in therapy may result in a number of benefits, 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 a 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 or fear. The issues presented by a client may result in unintended outcomes, including changes in personal relationships. You should be aware that any decision on the status of your personal relationships is your responsibility.

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. You may (and should) address any concerns you have regarding the therapeutic process and your personal progress, within the context of the therapy sessions.

#### **Records and Record Keeping**

I may take notes during (or after) session, and will also produce other notes and records regarding your treatment. These notes and records constitute my clinical and business records, which by law, I am required to maintain. Such records are my sole property. Should you request a copy of records, such a

request must be made in writing. I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve 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. I will maintain your records for ten years following termination of therapy. However, after ten years, your records will be destroyed in a manner that preserves your confidentiality.

### **Confidentiality**

The information disclosed by you is generally confidential and will not be released to any third party without written authorization from you, 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 client makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another.

### **Electronic Communication**

While I do take reasonable precautions to protect your confidential information, it's important to understand that e-mail, texting, skype and social networking are not completely secure methods of communication. If you choose to use electronic mail or texting to initiate contact regarding my therapeutic care, I will assume implied permission to correspond via that form of electronic communication.

Within the context of the therapeutic relationship, the purpose of electronic communication is limited to scheduling appointments, sending appointment reminders, following up on homework assignments, providing follow-up care according to staff or information regarding the clients' business account.

**Electronic communication is not a way of communicating new information regarding care or of communicating emergency treatment.**

Occasionally, I conduct a Web search on clients before the beginning of therapy or during therapy. Please do direct any concerns or questions regarding this practice to so we can discuss them. In terms of social networking, I will refrain from both sending and/or accepting invitations from clients on social networking sites such as Linked In, Facebook, or Twitter.

### **Client Litigation**

I will not voluntarily participate in any litigation, or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with any client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in a client's legal matter. I will generally not provide records or testimony unless compelled to do so.

### **Psychotherapist-Client Privilege**

The information disclosed by you, as well as any records created, is subject to the Psychotherapist-Client privilege. The Psychotherapist-Client privilege results from the special relationship between Psychotherapist and Client in the eyes of the law. It is like Attorney-Client privilege or the Doctor-Patient

privilege. Typically, you are the holder of the Psychotherapist-Client privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the Psychotherapist-Client privilege on your behalf until instructed, in writing, to do otherwise by you or your representative. You should be aware that you might be waiving the Psychotherapist-Client privilege if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the Psychotherapist-Client privilege with your attorney.

### **Fee and Fee Arrangements**

Session fees are as follows: Individual counseling sessions are \$120 per hour, Couples/Family counseling sessions are \$150 per hour. Payment of this fee needs to be made at each session. Payments accepted include check, cash and/or credit cards. Checks can be made payable to 'Janice Baer.' Extended sessions and telephone conversations that exceed ten minutes will be charged a fee based on your regular session fee. I do increase my fees periodically and will provide at least two weeks notification of any future increase.

You may contact me at 760-500-3565 Monday through Friday until 5pm. I will try my best to reach you within 24 hours of your phone call. On weekends or holidays, I will only return calls in the case of emergency. Otherwise, I will return calls on Monday or the day after the holiday. Phone calls are generally limited to 10 minutes, beyond this time you will be charged at a prorated amount of my usual fee.

### **Cancellation Policy**

Cancellation notice should be made 24 hours in advance and be left on my voice mail at: **760-500-3565**. Full fee will be charged for missed appointments, unless 24-hour notice is given, and/or alternative arrangements have been mutually agreed upon.

### **Emergencies**

I 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. I am unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911, or go to the nearest emergency room. Additionally, the San Diego Access and Crisis Line is a 24-hour, seven-day a week providing telephonic crisis intervention, suicide intervention, and behavioral health access line. **The San Diego Access and Crisis Line is 1-800-479-3339.**

### **Termination of Therapy**

I reserve the right to terminate therapy at my discretion. Reasons for termination include, but are not limited to the following: failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, your needs are outside of my scope of competence or practice, or you are not making adequate progress in therapy.

You have the right to terminate therapy at your discretion. Upon either party's decision to terminate therapy, I may recommend that you participate in at least one termination session. This session is intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done.

**Acknowledgement**

By signing below, you acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement. You have discussed such terms and conditions with me, and have had any questions with regard to its terms and conditions answered to your satisfaction. You agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy. By signing below, you also acknowledge that you have read the Privacy Practices/HIPAA.

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Print Client Name

\_\_\_\_\_

Signature of Client (or authorized representative)

\_\_\_\_\_

Date

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Print Client Name

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Signature of Client (or authorized representative)

\_\_\_\_\_

Date

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Therapist, Janice Baer, M.A., LMFT #92406

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Date