

Client Name: \_\_\_\_\_

Therapist Name: \_\_\_\_\_

The Soul Restoration Project (SRP) is a 501c3 non-profit organization that provides mental health counseling and training. More information about SRP and the staff can be found at [soulrestorationproject.org](http://soulrestorationproject.org).

**Please initial each topic (on the “—”) indicating that you read that section.**

— **Confidentiality**

The confidentiality of all therapy interactions is protected by law. All information disclosed within sessions and the written records pertaining to those sessions is considered privileged communication and will be held in confidence by your therapist. Your therapist will not release any information to others about you unless you give explicit, written permission to do so.

— **Exceptions to confidentiality: when disclosure is required by law**

In some instances, your confidentiality is limited. The following must be reported as mandated by law:

⇒ Reasonable suspicion of child, elder and dependent adult abuse. Abuse includes (but isn't limited to) physical, sexual and emotional abuse; neglect and abandonment; the witnessing of domestic violence by children and the exposure of children to danger; the viewing of child pornography; financial abuse in the case of elders and dependent adults.

⇒ The existence of imminent danger to self or a specific threat of hurting another person.

⇒ Medical emergencies

If there is an emergency during your therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, your therapist may also contact the police, hospital, or the person(s) whose name(s) you have provided to him/her.

⇒ A court order

⇒ Third party billing claims requirements

If you plan to use health insurance to cover your psychotherapy costs, disclosure of confidential information may be required by your health insurance carrier or other provider in order to process the claims. Your therapist has no control or knowledge over what insurance companies or other providers do with the information submitted. Submitting a mental health invoice for reimbursement carries a risk to confidentiality, privacy, or to future eligibility to obtain insurance.

- ⇒ Receipt of a properly executed consent form from client
  - Upon your request, with your written consent, your therapist will release information to any agency/person you specify unless your therapist concludes that releasing such information might be harmful in any way.
- ⇒ Where otherwise legally required

— **Recommendation to protect confidentiality and limit exposure through litigation**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that are of a confidential nature, it is highly recommended that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.) neither you nor your attorney, nor anyone else acting on your behalf call on your therapist to testify in court or at any other proceeding or to request disclosure of psychotherapy records. This recommendation is to protect your confidentiality.

If you place your emotional/psychological status at issue in litigation initiated by you, the defendant may inquire about your participation in therapy and may have the right to obtain the psychotherapy records and/or testimony of your therapist. In such as case, disclosure may be required pursuant to a legal proceeding.

The therapists at the Soul Restoration Project do not specialize in court evaluations or assessments for legal proceedings. Preparation for proceedings and time in court will be subject to the therapist's standard fee.

— **Confidentiality of couples and families**

In couples or family therapy, or when different family members are seen individually by the same therapist, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use clinical judgment when revealing such information. Your therapist will not release records to any outside party unless so authorized to do so by all members who were part of the treatment.

— **Confidentiality of minors (under age 18)**

In the treatment of minors, the child has a right to a confidential relationship with his or her therapist. The parent or guardian who authorizes the treatment of the minor has a right to general treatment updates.

— **Confidentiality of online, cell phone, text and fax communication**

Online, cell phone, text and fax communications can be relatively easily accessed by unauthorized persons, and hence, the privacy and confidentiality of such communication can be easily compromised. Please discuss with your therapist at the beginning of treatment if you want to avoid or limit in any way the use of any mode of communication. Due to issues of reliability, please do not use email or text alone in important situations.

— **Consultation**

A licensed therapist regularly consults with other professionals regarding his/her clients for

the benefit of the treatment. However, the client's name and other identifying information is disguised such that confidentiality is not compromised.

A pre-licensed therapist practices under the license of his or her supervisor and participates in group and/or individual supervision. Client cases are discussed in supervision; however, the client's name and other identifying information is disguised such that confidentiality is not compromised. If it is clinically necessary, the pre-licensed therapist may disclose a client's identity to his or her supervisor.

— **Respecting the privacy of other clients**

Please respect the privacy of other clients you see at the therapy office (in the waiting room or parking lot). Please refrain from inquiring about why they are there. Also, please do not reveal to others that you saw him/her/them at the SRP office.

— **Telephone and emergency procedures**

If you need to contact your therapist between sessions, please leave a message at the appropriate extension of your therapist at the SRP office voicemail (714-262-4445), unless your therapist specifies otherwise. Your therapist will discuss his or her policy regarding: when calls are returned, the best ways to reach you and the protocol regarding text and email communication. If an emergency situation arises, please indicate it clearly in your message. *If you need help immediately, please call 911 or go to your local hospital emergency room.*

— **When your therapist is out of the office**

Your therapist will discuss in advance when s/he plans to be out of the office and how to best manage the absence. A phone appointment or check in, or the support of an alternative therapist will be possible, as needed. When your therapist is away, s/he will not be available to return unplanned communication. Your therapist will return communication upon return to the office.

In the event your therapist is ill, s/he will contact you to cancel the session. As able and as needed, s/he will reschedule as soon as possible.

In the event that your therapist has an emergency over the course of your therapy and is not able to contact you personally due to incapacity, another therapist from SRP will be given your contact information at that time to inform you of the situation.

— **Therapy via telephone or internet**

While participating in therapy via telephone or video may enhance the availability or quality of the therapeutic experience, there are also clinical limitations that can have adverse effects on the therapeutic relationship or process. If phone or video sessions are regular, you will be asked to sign the Telemedicine Consent Form.

— **Payments and insurance reimbursement**

You are expected to pay the fee of \$\_\_\_\_\_ per \_\_\_\_\_ minute session at each session or in

advance, as agreed upon with your therapist. If the standard rate is beyond your means, you can discuss sliding scale eligibility and availability with your therapist. Telephone conversations, report writing and reading, longer sessions, travel time and so forth will be charged at the same rate, unless indicated and agreed otherwise.

All clients should expect a small annual increase in the fee.

If a check is returned for any reason, you are responsible for the original amount plus a \$25 fee.

Clients who want to utilize insurance should remember that professional services are rendered and charged to the client and not to the insurance company. Upon request, your therapist can provide you with a monthly super bill which you can then submit to your insurance company for reimbursement. Not all issues/conditions/problems that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

In the event that you have an overdue balance and there is no agreement on a payment plan, an administrator responsible for billing will contact you. Your therapist may also use other legal means (collection agency, etc.) to obtain payment.

— **Mediation and arbitration**

You agree to address grievances directly with your therapist, in a timely manner if not immediately. If you cannot settle the matter between you and your therapist, you agree to pursue a jointly agreed-upon outside mediator. If mediation does not sufficiently resolve the complaint, an arbitration process will be initiated.

“NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.”

An arbitration process will be considered a complete resolution and a legally binding decision. You agree to be responsible for any incurred costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

It is also your right to make a complaint to the therapist’s licensing board (see following).

— **Complaints**

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Marriage and Family Therapists. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov) or by calling (916) 574-7830.

— **The process of therapy**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the concerns that led you to seek therapy.

Working toward these benefits requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. Your feedback will help your therapist adjust his/her approach to meet your needs.

During therapy, remembering or talking about unpleasant events, feelings or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear and so forth, or experiencing anxiety, depression, insomnia and so forth. Your therapist may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations that can cause you to feel quite upset, angry, depressed, challenged or disappointed.

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 even frustrating.

There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your therapist is likely to draw upon various psychological approaches according to the problem that is being treated and his/her assessment of what will best benefit you. These approaches may include psychodynamic, cognitive-behavioral, family systems, developmental, existential, trauma treatment, and, if desired, an integration of spiritual practices/beliefs.

#### — **Discussion of treatment plan**

Within a reasonable period of time after the initiation of therapy, your therapist will discuss with you (the client) his/her working understanding of the problem, an initial treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment.

If you have any unanswered questions about the course of your therapy, the possible risks, your therapist's expertise in employing certain techniques or about the treatment plan, please ask your therapist until you are satisfied and understand fully. You have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your therapist does not provide, s/he has an ethical obligation to assist you in obtaining those treatments.

In the initial meetings, your therapist will assess if s/he can be of benefit to you. If s/he does not think s/he has the tools to help, s/he will give you referrals that you can contact. If, at any point during therapy, your therapist assesses that s/he is not effective in helping you

reach the therapeutic goals, s/he will discuss this with you and, if appropriate, terminate treatment. In such a case, s/he would give you referrals that may be of help to you. If you request it and authorize it in writing, your therapist 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, your therapist can assist you in finding a qualified professional. If your therapist has your written consent, s/he will provide him or her with the essential information needed.

— **Termination**

While you are free to terminate your counseling or therapy at anytime, please discuss your desire to end treatment in advance with your therapist. This allows you an important opportunity to review progress and create a plan for continued growth after treatment ends. In the event of longer term work, it is in your best interest to collaborate with your therapist to create a closure plan well in advance of termination.

— **Dual relationships**

Therapy works best when you and your therapist develop a good working relationship, based on mutual trust, honesty, and respect. Many clients choose to see a therapist because they know of him/her before entering into therapy with him/her and/or are aware of his/her experience treating relevant issues.

Part of what makes therapy particularly effective is the fact that your therapist is not involved in your social, professional or familial interactions. The existence of a "dual relationship" (through friendship, familial relationships, family members of friends, close associates in a workplace, community group or church) can be detrimental to the therapy process. Your therapist's goal is to keep the therapeutic relationship separate from other relationships.

Not all dual relationships are avoidable or unethical. Dual relationships can complicate the therapy. Sometimes a dual relationship can enhance therapeutic effectiveness and other times a dual relationship can damage the therapeutic relationship. Often it is impossible to know how the therapy will be impacted ahead of time. If there is a dual relationship, you can anticipate discussing with your therapist the complexities, potential benefits and difficulties that may be involved. Please communicate to your therapist if a dual relationship becomes uncomfortable for you in any way. Your therapist will listen carefully and respond to your feedback. If the dual relationship is interfering with the therapeutic process, you or your therapist can discontinue an avoidable dual relationship to preserve the therapeutic relationship. If the dual relationship is unavoidable, or in the interest of therapeutic growth, you or your therapist may determine that termination of therapy is most beneficial. In this case, your therapist can offer referrals to other therapists.

After the termination of therapy, it is the standard recommendation that two years pass prior engaging in any mutual friendship or relationship. Some therapists abide by the principle that once you have a long-term therapeutic relationship, it isn't wise to try to forge a different relationship. Please discuss this with your therapist if and when this is a

concern or desire.

Therapy never involves sex or any other dual relationship that impairs your therapist's objectivity, clinical judgment, therapeutic effectiveness or is exploitative in nature.

— **Social Media**

Social media and the internet present many opportunities for indirect relating and can compromise privacy. *It is the policy of SRP that therapists are not "friends" or "followers" of clients on personal social media accounts.* If a therapist has a professional social media presence, it is important to discuss how this connection could enhance or unduly complicate your personal therapy. Such discussion is also recommended for any information about your therapist available to you via the internet. It is the policy of SRP therapists to not search for information regarding clients online. What a therapist learns about the client will be in the context of the interpersonal relationship, unless the client desires to show something to the therapist.

— **Cancellation Policy**

*Since scheduling of an appointment involves the reservation of time specifically for you, a 24 OR 48 hour notice is required for rescheduling or cancelling an appointment.*

At SRP, therapists vary whether they hold a 24 or 48 hour cancellation policy.

Your therapist holds a \_\_\_\_\_ hour cancellation policy.

The full fee is charged for sessions missed without full 24 or 48 hour notification.

In the case of illness or unexpected events that arise within the 24 or 48 hours of the appointment, your therapist may be able to offer either a phone session during your scheduled time or an alternative available appointment within the week. If your therapist is not available at mutually agreeable alternative times, the fee will be charged.

Repeated rescheduling of appointments can compromise treatment. If a client repeatedly misses appointments (our norm is no more than three times per year), your therapist may reevaluate with you your commitment to treatment or may suggest termination if treatment is significantly compromised by regular absences.

I have read the above Informed Consent carefully. I understand that I can find a copy of this document on the SRP website for future reference. I understand the above outlined information and I agree to the terms of this contract.

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Client name (print)

Date

Signature

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Therapist name (print)

Date

Signature