

Ψ Agreement for Psychotherapeutic Services

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License # LMFT 35490 415-827-2974 NPI: 1306223789

Patient(s) Name(s): _____ ; _____ Date: ___/___/___

This agreement is between above patient(s) and Mary Jane DeWolf-Smith, LMFT, hereinafter referred to as “therapist”.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without the patient’s written permission, except where disclosure is required by law or professional ethics. In couple and family therapy, confidentiality and privilege do not apply between the couple or among family member patients. In this case I will use my clinical judgment when sharing information to the couple or family member patients. Unless otherwise required by law (see below) I will not release records to any outside party without written authorization to do so by all adults who are part of the treatment. When consulting with other psychotherapist, regarding ways to best serve my patients, my patient’s identities remain completely anonymous, and confidentiality is fully maintained.

Health Insurance & Record Confidentiality: Disclosure of your diagnosis, name, address, phone number, times and frequencies of services may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order for you to request reimbursement. The information I will provide you to submit to your insurance carrier will only be the minimum necessary information the insurance carrier requires. However, it is important to know that none of us have control over what insurance companies do with the information submitted and that therefore, mental health statements for reimbursement carries a certain amount of risk to confidentiality and privacy. Mental health information is likely to be entered into insurance companies’ computers and reported to the National Medical Data Bank. Accessibility to companies’ computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to unauthorized access. In addition, medical data has been reported to be legally accessed, by enforcement and other agencies.

When Disclosure Is Required By Law: Some circumstances where disclosure is required by the law are: when there is a reasonable suspicion of child, dependent or elder abuse or neglect and/or when a patient is gravely disabled and/or presents a danger to self, to others, and/or to property. Disclosure may 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 psychotherapy records and/or my testimony.

Records and Your Right to Review Them: The law and standards of my profession require that I keep appropriate treatment records. As a patient, you have the right to review or receive a summary of your records, except in certain legal or emergency circumstances or if releasing such written information might be harmful to you in any way. In such a case I will provide the records to an appropriate mental health professional.

Emergencies: If there is a mental health emergency during our work together, or in the future after termination when I become 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 to contact in case of emergency.

Telephone & Emergency Procedures: If you need to contact me between sessions, please leave a brief text message at (415) 827-2974 with no confidential information. I will contact you as soon as possible. I check my messages during daytime hours. If you need to make a same day appointment indicate this clearly in your text. However, for immediate assistance, call Psychiatric Emergency Services’, 24-hour crisis line at (415) 499-6666; or call the **Emergency Response Team at 9-1-1.**

Digital Communication and Cell Phones: My Telehealth services take place via a secure website. Documents can be securely transmitted through this site. Be aware that other digital and cell phone communication can be accessed by unauthorized people and can compromise your privacy and confidentiality. Communication via unsecure devices should be brief and limited to non-confidential information.

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The Process of Therapy: 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 achieve your goals. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy. During therapy, remembering or talking about unpleasant events, feelings or thoughts can result in experiencing considerable discomfort or strong feelings such as anger, sadness, worry, fear, anxiety, depression, and insomnia, among others. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This may result in uncomfortable feelings or thoughts. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes or decisions that were not anticipated such as employment, substance use, schooling, housing or relationships. Sometimes, another family member may view decisions negatively that you may see as positive. Change will sometimes be easy and swift, but more often the therapeutic pace is unpredictable, even slower than anticipated. There is no guarantee that psychotherapy will yield intended results.

Scope of Practice: During the course of therapy and therapeutic consultations, I will draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited to behavioral, cognitive-behavioral, psychodynamic, system/family, mindfulness, psycho-educational, somatic-experiential or holistic approaches. Our bodies are a great resource to us. When we listen to sensations and emotions that are experienced in the body, we can derive valuable information that may not otherwise be consciously available to us. This type of psychotherapy recognizes the relationship and interconnectedness between what goes on in our minds with what goes on in our bodies, posture, movements, gestures and energy fields. As I am also a licensed registered nurse my patients may, from time to time, wish to benefit from my knowledge of wellness practices, which enhance their mental/emotional/physical state. I do not provide custody evaluations, medication prescriptions, or legal advice, as these activities do not fall within my scope of practice.

Dual Relationships: Dual relationships are those in which the therapist may interact with the patient in a setting outside the therapeutic relationship. In general dual relationships can be confusing to the patient-therapist relationship. Therapy never involves a romantic, sexual or any other dual relationship, which could be exploitive in nature or impair the therapist's objectivity, clinical judgment or the therapeutic effectiveness. At the same time, Marin County is a small county and you may know a patient in the waiting room or happen to see me when I am out in the community. Because I will never acknowledge my therapeutic relationships without a patient's written permission, if I were to see you in public I would not acknowledge that we know one another. It will be your choice if you wish to do so.

Payment and Fees: Patient(s) shall pay at the completion of each session the fee of \$200. per 50 minutes of psychotherapy services or \$ _____ as negotiated. Such fee shall be pro-rated amount for assessments, document printing and review, consultation with other professionals or other psychotherapy services not included in sessions. Patient shall pay a fee of \$250 per 50 minutes for mediation, consultation/services provided on your behalf with legal professionals including depositions. If problems arise during the course of therapy regarding the ability to make timely payments, patient agrees to notify therapist immediately. If your account is overdue (unpaid) and there is no written agreement between patient and clinician on a payment plan, I may use legal or other means (E.g. courts, collection agencies) to obtain payment.

Insurance Reimbursement: For patient's with out-of-network insurance coverage, upon request, I will provide you with an appropriate document for you to submit to your insurance company in order for them to reimburse you. It is your responsibility to verify specifics of your coverage. Insurance companies may not reimburse their patients for all issues, conditions, and/or problems dealt with in psychotherapy.

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Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither the patient(s) or your attorney, nor anyone else acting on your behalf, will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise mutually agreed upon by therapist and patient or ordered by the court.

Mediation & 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 between myself, and the patient(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 shall be submitted to and settled by binding arbitration in Marin 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 the patient’s 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 proceeding shall be entitled to recover a reasonable sum as and for attorneys’ fees. In the case of arbitration the arbitrator will determine that sum.

Termination: As set forth above, after the first several meetings I will assess if I can be of benefit to you. I do not accept patients who, in my opinion, I cannot help. In such a case I will give you a number of referrals, for you to contact. If at any point during psychotherapy I assess that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate our treatment. In such a case I will provide a number of referrals that may be of help to you. If psychotherapeutically beneficial, 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 in finding someone qualified, and if s/he has your written consent, s/he will provide me with the essential information needed. You have the right to terminate therapy at any time and I will provide you with names of other qualified professionals.

Cancellation: Because scheduling of an appointment requires reservation of time for a specific patient(s) a minimum of 48 hours notice is required to re-schedule or cancel an appointment. Patients shall be responsible to pay therapist’s full fee of \$200 per 50 minutes of the session’s time missed due to insufficient notification.

Agreement: I/we have read carefully and understand this *Agreement for Psychotherapeutic Services*.

I/we agree to comply with the agreement as set forth above:

Patient’s name (print) Signature Date

Patient’s name (print) Signature Date

Therapist: **Mary Jane DeWolf-Smith, LMFT** _____
Signature Date