

AGREEMENT FOR SERVICE / INFORMED CONSENT

Introduction

This Agreement is intended to provide _____ (herein “Patient”) with important information regarding the practices, policies and procedures of **Rainer Geissler, MA, LMFT**, (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. 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 licensed marriage and family therapist (LMFT) for 10 years, working with substance abuse issues, dual diagnosis, co-occurring and other mental health disorders, gay and lesbian concerns, problems around HIV+ and/or AIDS, communication issues, and difficult family situations. Therapist’s theoretical orientation is based on holistic principles with a primary foundation in gestalt therapy, influenced by psychodynamic and psychoanalytic theory. Other approaches include existential/humanistic, narrative, relational and family systems.

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

During the therapeutic process, many patients 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. Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Professional Consultation

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 Patient. A consultant is also legally bound to keep the information discussed confidential. Therapist will not inform Patient of these consultations unless Therapist feels that it is important to the work being done together. If Patient objects to not being told about consultation, please let Therapist know and a discussion can be held.

Records and Record Keeping

The Therapist may take notes during session, and will also produce other notes and records regarding Patient's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. These notes are generally, but not always, quite brief and typically include the issues and goals discussed, meeting dates, topics covered, and any special issues which may arise. Therapist may also keep a record of phone conversations and payments made. Such records are the sole property of Therapist. **Therapist will not alter his normal record keeping process at the request of any patient.** Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient 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 Patient's records for ten years following termination of therapy. However, after ten years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Confidentiality

The information disclosed by Patient is generally confidential and will not be released to any third party without **written** authorization from Patient, 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 patient makes a serious threat of violence towards a reasonably identifiable victim, or when a patient is dangerous to him/herself or the person or property of another. Session notes and records are just as confidential as the issues discussed in therapy.

Exceptions to Confidentiality

There are a few exceptions to confidentiality that every Patient should know about. These exceptions are rare and may not happen in the course of treatment, but in case they do, they are important to understand.

- If Therapist suspects that any child, elderly individual, or dependent adult is being abused or neglected, Therapist is bound by law to report this suspected abuse to the appropriate county agency, such as Child Protective Services (CPS) or Adult Protective Services (APS). These laws are meant to protect children, elders, and dependent adults from being hurt and are taken seriously.
- If Patient threatens to cause severe or life threatening harm to self, and Therapist feels the threat is serious, Therapist is ethically required to protect Patient to the best of Therapist's ability. This may include talking to Patient about voluntarily entering a hospital, talking with Patient's friends or family members who may provide protection, or having Patient placed in a hospital without Patient's permission.
- If Therapist receives information from either you or a friend or family member that leads Therapist to believe Patient poses a risk of grave bodily injury to another person, Therapist is required by law to take steps to protect the person(s) that is in danger. These steps always include contacting the person(s)

who are being threatened and notifying the police, and may also include arranging appropriate hospitalization for Patient.

- If Therapist receives a subpoena or a court order asking for Patient records, Therapist may be required to give the court the specific information it requires. If subpoenaed, Therapist's first action will be to call Patient to discuss the situation.
- If Patient is or becomes involved in any kind of lawsuit or legal proceeding, and Patient or Patient's attorney wish Therapist to testify as to Patient's emotional or mental health, Patient may not be able to keep records or therapy confidential in court. Also, if Patient brings legal action against their Therapist, Patient will not be able to keep records or therapy private in court. Patient may wish to discuss these matters with their attorney.
- In couples or group therapy all participants in the therapy are asked to keep whatever happens in the therapy completely confidential. This means that each person involved in the therapy should not discuss what is said or done in therapy with anyone who is not part of the treatment, and discussions with others who are in therapy should not be done in public spaces. Please note that there is no guarantee that couples/group members will keep this promise.

Release of Information

If Patient or Therapist decide that it is in the best interest of treatment that Therapist provides or receives information concerning Patient's case with another treatment professional or other relevant individuals (i.e., teachers, relatives, etc.), Therapist requires that Patient sign a written authorization for this exchange of information. Patient and Therapist will discuss this process before the signing of a consent form.

Couples with Children

Couples therapy can be very effective in resolving conflicts and differences between partners. Sometimes, however, a couple may decide to separate or divorce during or after therapy. In order to make therapy safer and provide the best chance of success, Therapist asks both Patients to agree not to use anything said in the therapy, any session notes, or the Therapist in any possible custody related or divorce related legal proceeding. By signing this consent, both Patients agree to this condition.

Patient Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient 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 hourly rate of _____.

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-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist received 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.

Fee and Fee Arrangements

The usual and customary fee for service is _____ per 50-minute session. Sessions longer than 50-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with other third-party payors, or by agreement with Therapist.

The agreed upon fee between Therapist and Patient is _____. **Therapist reserves the right to periodically adjust fee. Patient will be notified of any fee adjustment in advance.**

A Patient's appointment is reserved exclusively for the Patient. **Patient will be charged the full fee per session for any missed or cancelled appointments unless Patient provides Rainer Geissler, MA, LMFT, with at least 48 hours notice.**

Unless you have made special arrangements with Therapist, if Patient misses two or more appointments in a row Therapist may not be able to hold the appointment time and Patient may lose their time slot.

From time-to-time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Patient's request and with Patient's advance written authorization. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

All past due accounts which have not had payment activity for 30 days or more will be reviewed and may be referred to a collection agency. Collection fees may be added to these accounts. The Patient, or responsible party, agrees to pay Rainer Geissler, MA, LMFT, any reasonable costs of collection, plus attorney fees and court costs in the event that legal action is required for collection of fees.

Like many other mental health providers, Therapist has formal relationships only with some managed health care providers. These are Blue Shield of California, Cigna, Health Net, Magellan Behavioral Health, and Managed Health Network. Therapist does accept referrals only from these managed health care providers and will otherwise only be accepting private pay clients. The reasons for this include the overwhelming administrative time spent in dealing with insurance companies and financial concerns. This means private pay clients are expected to pay full fee at the time services are rendered while managed health care clients are expected to pay their co-pay. A private pay client may wish to submit statements to their insurance companies, since some will provide limited reimbursement for "off-plan providers." If Patient submits a bill for reimbursement, Patient needs to make it clear that the Patient/Member is to be reimbursed, **not** the provider.

Again, Patients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and select credit cards.

Insurance

Therapist is a contracted provider with Blue Shield of California, Cigna, Health Net, Magellan Behavioral Health, and Managed Health Network (MHN) only but no other insurance company/managed care organization. Should

a private pay client choose to use his/her insurance other than indicated, Therapist will provide Patient with a statement, which Patient can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

Cancellation Policy

Patient is responsible for payment of the agreed upon fee for any missed session(s). Patient is also responsible for payment of the agreed upon fee for any cancelled session(s) for which Patient failed to give Therapist at least **48 hours notice of cancellation. Cancellation notice should be left on Therapist's confidential voice mail at (415) 999-1049.**

Therapist Availability

Therapist is equipped with a confidential voice mail system that allows Patient to leave a message 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 that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room. The 24 Hour Suicide Crisis Line number is: (415) 781-0500.

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

Acknowledgement

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

Patient Name (please print)

Signature of Patient (or authorized representative)

San Francisco, _____
Date

2nd Patient Name (please print)

Signature of 2nd Patient (or authorized representative)

San Francisco, _____
Date

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by any other third-party payor.

Name of Financial Responsible Party (please print)

Signature of Financial Responsible Party

Date