

**Richmond St. Counseling Center**  
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**DATE:** \_\_\_\_\_

## **DISCLOSURE STATEMENT & AGREEMENT FOR SERVICES**

**Introduction:** This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask your therapist any questions that you may have regarding its contents.

**Information About Your Therapist:** Your therapist, Wendy Vitalich, is a licensed Marriage & Family Therapist in the State of California. Her license number is MFC 92134.

**The Therapy Process:** It is your therapist's intention to provide services that will assist you in reaching your goals. Based upon the information that you provide to your therapist and the specifics of your situation, your therapist will provide recommendations to you regarding your treatment. We believe that therapists and patients are partners in the therapeutic process. You have the right to agree or disagree with your therapist's recommendations. Your therapist will also periodically provide feedback to you regarding your progress and will invite your participation in the discussion.

Participating in therapy can result in a number of benefits to you, including a better understanding of your personal goals and values, improved interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part and may result in your experiencing considerable discomfort. Change will sometimes be easy and swift, but more often it will be slow and frustrating. Remembering and resolving significant life events in therapy can bring on strong feelings of anger, depression, fear, etc. Attempting to resolve issues between marital partners, family members, and other individuals can also lead to discomfort and may result in changes that were not originally intended.

Due to the varying nature and severity of problems and the individuality of each patient, your therapist is unable to predict the length of your therapy or to guarantee a specific outcome or result.

**Treatment Philosophy:** During the initial evaluation period, you and your provider will clarify together the nature of the problems for which you are seeking treatment, define some reasonable treatment goals, and develop a treatment plan that will help you achieve those goals. You are expected to be compliant with the agreed upon treatment plan between sessions and keep your appointments. Research has shown that, often times, brief, time limited therapy focusing on specific goals results in more rapid reduction of symptoms and improvement in patient functioning. The treatment plan may include attending support groups, reading selected materials, and/or completing specific written or verbal assignments.

### **Client's Rights**

**Confidentiality:** You have the right to a confidential relationship with your therapist. Within certain legal limits (see #3 below), information revealed by you during the course of therapy will be kept completely confidential and will not be revealed to any person without your written permission. If you participate in marital or family therapy, your 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. *As well, it is important that you know that your therapist utilizes a "confidentiality" policy when conducting marital/couples therapy.* This means that if you participate in marital/couples therapy, your therapist will not use information obtained in an individual

session that you have had with her, when working with the couple. Both partners must agree before setting up an individual session that confidential information would be withheld. If both partners can not agree on this condition, no individual sessions will be conducted.

1. You have the right to know the content of your records at any time and I have the right to provide you with the complete records or a summary of their content;
2. If you ask me, I can release any part of your records on file to any person you specify. I will tell you when you make your request whether or not I think releasing that information to that agency or person might be harmful to you.
3. Under certain legally defined situations, I have the duty to reveal information you tell me during the course of therapy to other persons without your written consent. I am not required to inform you of my actions if this occurs. These legally defined situations include:
  - Revealing to me active child abuse or neglect. If an alleged perpetrator is in contact with minors and there is a *reasonable suspicion* that he/she may still be abusing minors. Active physical, sexual or financial abuse of a dependent adult or an elder is taking place.
  - If you seriously threaten harm or death to another person, I am required to warn the intended victim and notify the appropriate law enforcement agencies.
  - If you are in therapy or are being tested by order of the court, the results of the treatment or tests ordered must be revealed to that court.
  - If a court of law issues a legitimate subpoena, I am required by law to provide the information specifically described in that subpoena.
  - If you are in a lawsuit claiming emotional harm, the opposing side may subpoena your therapy records.
  - Federal law (known as The Patriot Act of 2001) requires therapists (and others) in certain circumstances to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act.
4. You have the right to ask questions about any of the procedures used in the course of your therapy.
5. Should you choose not to enter therapy with me, I will provide you with names of other qualified professionals whose services you might prefer.
6. You have the right to terminate therapy with me at any time without any financial, legal or moral obligations other than those you've already incurred. I have the right to terminate therapy with you under the following conditions:
  - When I believe that therapy is no longer beneficial to you
  - When I believe that another professional will better serve you
  - When you have not paid for the last two sessions unless special arrangements have been made with me.

- When you have failed to show up for your last two therapy sessions without a 24-hour notice
- If I determine during the first three sessions that I cannot help you, I will assist you in finding someone qualified. If I have written consent, I will provide that professional with information they request.
- When you fail to cooperate with the proposed treatment or fail to take your medications as directed by your physician

If any of these situations apply, I will send you a certified letter to your address of record to inform you of my decision and I will give you the names of several therapists for your future counseling needs.

As life can bring unexpected circumstances, should I be unable to continue your therapy, my trusted colleague Rebecca Kahane, MFT will contact you to discuss what would be best for you at that time.

**Minors and Confidentiality:** Communications between therapists and patients 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, your therapist, in the exercise of her professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

## **Office Policies**

**Fees and Insurance:** Prior to scheduling your session, you were quoted a fee for either an individual or a conjoint session. Individual sessions and conjoint (couples') sessions are 50 minutes in length. Fees are payable at the time that services are rendered. Please ask your therapist if you wish to discuss a written agreement that specifies an alternative payment procedure.

Since your therapist is not a contracted provider for any insurance companies, your agreement with your therapist is to pay for the session rate at the time of services. Please inform your therapist if you wish to utilize your health insurance for reimbursement directly from the insurance company. Your therapist will provide you with a Super-bill in order to receive the reimbursement. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Although your therapist is happy to assist your efforts to seek insurance reimbursement, we are unable to guarantee whether your insurance will provide payment for the services provided to you. Please discuss any concerns that you may have about this with your therapist.

If for some reason you find that you are unable to continue paying for your therapy, you should inform your therapist. Your therapist will help you to consider any options that may be available to you at that time.

**Appointment Scheduling and Cancellation Policies:** Sessions are typically scheduled to occur one time per week at the same time and day if possible. Your therapist may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. In order to cancel or reschedule an appointment, you are expected to notify your therapist at least 24 hours in advance of your appointment. If you do not provide your therapist with at least 24 hours' notice in advance, you are responsible for payment for the missed session. Please understand that your insurance company will not pay for missed or cancelled sessions.

**Additional Charges:** Client hereby understands that your therapist is not agreeable to appearing in court or providing testimony by way of deposition or declaration. Specifically, your therapist is client's treating mental health care professional and will not testify in an expert capacity or as an advocate in any legal proceeding client may be or become involved in. However, in the event your therapist is compelled or ordered by the court to provide records or testimony client hereby agrees to pay your therapist for the following:

If copies of any of your records must be made, pursuant to your authorization or order of the court, such copies shall be made at the cost of \$.25 per page and preparation of said copies will be billed at \$125.00 per hour. In the event your therapist is subpoenaed to testify in court or deposition or requested to produce records or provide a summary of treatment, your therapist will be paid \$225.00 per hour for her preparation time, travel time from portal to portal, wait time, time spent providing testimony as well as time spent reviewing the deposition transcript. If these fees are not paid by the attorneys involved in your case, the client, will be responsible to pay the fees within 90 days of the provided invoice. If these fees have not been collected within 90 days, your therapist retains the right to collect these fees in Small Claims Court.

**Sessions Greater Than 50 Minutes:** Sessions that go beyond the fifty minutes will be prorated to the nearest quarter hour, unless you have made prior arrangements with your therapist.

**Therapist Availability/Emergencies:** Telephone consultations between office visits are welcome. However, your therapist will attempt to keep those contacts brief due to our belief that important issues are better addressed within regularly scheduled sessions.

You may leave a message for your therapist at any time on her confidential **voicemail** at **310.344.8182**. If you wish your therapist to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. You are also welcome to **text** your therapist at that same telephone number or **email** her at **wvitalich@gmail.com**; however, texting and emailing are not guaranteed to be confidential. Please make your choice accordingly.

You should be aware that your therapist is generally available to return phone calls within 24 hours. Your therapist is not able to return phone calls after 9:00 p.m. Your therapist is not available to return phone calls on Saturdays or Sundays, unless there is a clinical emergency. Please indicate such an emergency in the message you leave and, if provided, follow any instructions that are provided by your therapist's voicemail message. ***In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.***

**Telephone Time:** Should you need to contact your therapist between sessions, you can do so by calling the telephone number listed above and leaving a message. She will return your call as soon as she is able. Please note that calls which last longer than ten minutes will be charged at your regular fee

**Therapist Communications:** Your therapist may need to communicate with you by telephone, mail or other means. Please indicate your preference by so indicating on the New Client Form you have filled out. Please be sure to inform your therapist if you do not wish to be contacted at a particular time or place, or by a particular means.

**Grievances:** You have the right to submit a grievance to your provider at any time to register a complaint about your care. Such a grievance shall be sent to your provider at the address at the top of this form.

**Your therapist has provided you with an Acknowledgement to sign, indicating that you have read this document for services carefully and understand its contents. Please ask your therapist to address any questions or concerns that you have about this information.**