

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

This Agreement is intended to provide you with important information regarding the practices, policies, and procedures of this office and to clarify the terms of the professional therapeutic relationship. If you have any questions or concerns regarding the contents of this Agreement, please speak with Brian Whitley prior to signing this Agreement.

### **LICENSURE:**

Brian Whitley is self-employed and operates a private practice. He is licensed by the California Board of Behavioral Sciences as a Marriage and Family Therapist (MFC 48949).

### **COUNSELING SESSIONS:**

Counseling sessions are 50 minutes for individual, couples, or family sessions and 45 minutes for sessions with children. The fee for each session is \$125. Cost of living increases may occur on an annual basis.

### **CONFIDENTIALITY:**

Information disclosed is strictly confidential and will not be released to any third party without written authorization, 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. It is important to note that domestic violence that occurs in the presence of a child is considered child abuse.

Brian Whitley uses cellular phones, cordless phones, and e-mails to communicate with his clients. These electronic communication methods can be accessed by unauthorized people, which limits the privacy and confidentiality of such communication.

Brian Whitley maintains client confidentiality by not greeting clients in public unless they first acknowledge him, and by not connecting with past or present clients in social networking sites.

### **CONFIDENTIALITY WITH CHILDREN:**

If your child is the client, your child has confidentiality. For psychotherapy with your child to be successful, there must be a trusting and confidential relationship between Brian Whitley and your child. You may be generally advised about your child's therapy, but you will not be privy to detailed discussions between your child and Brian Whitley. However, you can expect to be contacted in the event of any serious concerns the therapist may have regarding the safety of your child, including suicidality.

### **PSYCHOTHERAPIST-CLIENT PRIVILEGE:**

Information disclosed during the counseling process, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege

results from the special relationship between the therapist and the client in the eyes of the law. It is similar to the attorney-client or doctor-patient privilege. Typically, the client is the holder of the psychotherapist-client privilege. If Brian Whitley receives a subpoena for records, deposition testimony, or testimony in a court of law, Brian Whitley will assert the psychotherapist-client privilege on your behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on your behalf. If the client is your child, the holder of the psychotherapist-client privilege is your child, a court-appointed guardian, or your child's counsel. Parents do not typically have the authority to waive the psychotherapist-client privilege for their minor child, unless given such authority by a court of law. Any concerns regarding the psychotherapist-client privilege, should be discussed with your attorney.

#### CONSENT FOR TREATMENT OF A CHILD:

A therapist is generally required to have the consent of both parents prior to providing any services to a minor child. If any question exists regarding your authority to give consent for psychotherapy, you may be required to submit supporting legal documentation, such as a custody order, prior to the commencement of services.

Brian Whitley will not voluntarily participate in any litigation or custody dispute involving you or your child as parties and will not make any recommendation as to custody or visitation regarding your child.

#### RECORDS AND RECORDKEEPING:

Brian Whitley may take notes during your sessions, and will also produce other notes and records regarding your treatment. These notes constitute the therapist's clinical and business records, which by law, the therapist is required to maintain. Such records are the sole property of the therapist. Should you request a copy of these records, you must make this request in writing. Brian Whitley reserves the right, under California law, to provide a treatment summary in lieu of actual records. Brian Whitley 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 healthcare provider. Brian Whitley will maintain your records for a minimum of 10 years following termination of therapy. However, after 10 years, your records may be destroyed in a manner that preserves your confidentiality. A minor's records will be maintained for a minimum of 10 years or until the minor turns 18 whichever is longer.

#### RISKS AND BENEFITS OF THERAPY:

Psychotherapy is a process in which you and Brian Whitley will discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change, so you can experience life more fully. It may result in a number of benefits, including but not limited to, reduced stress and anxiety, 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 a substantial effort on your part, 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.

Participation in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences, and evoke strong feelings of sadness, anger, fear, etc. There may be times that the therapist will challenge your perceptions and assumptions, and other different perspectives. The issues that you present in therapy may result in unintended outcomes, including changes in personal relationships. Any decision on the status of your personal relationships is your responsibility.

During the therapeutic process, you may feel worse before you feel better, which 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 should address any concerns regarding the therapy process with Brian Whitley.

#### VOICEMAIL AND EMERGENCIES:

You may leave a voicemail message for Brian Whitley at any time, and he will make every effort to return your call by the next business day. For maximum therapeutic effectiveness and to ensure confidentiality, telephone contacts are for arranging appointment times and for emergencies only. In case of an emergency, in which you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911 or go to the nearest emergency room.

#### CONSULTATION WITH OTHER PROFESSIONALS:

Brian Whitley may seek assistance from professional colleagues regarding your treatment, by speaking to them about your therapy sessions. When this occurs, Brian Whitley will ensure that your identifying information is thoroughly disguised.

#### PAYMENT, FEES, AND CANCELLATION POLICY:

Payment is due when the service is rendered. Fees for additional services such as extended phone conversations, consultations with others (physicians, teachers, etc), inpatient hospital visits, psychological testing, etc., will be based on the nature and extent of the service in accordance with the session rate. This will be discussed with you prior to the service. NOTE: There is a \$7.00 charge for any returned check.

Your appointment time has been reserved for you. **Therefore, you are responsible for payment for any sessions that you are unable to give at least 24 hours notice of cancellation, or any session that you miss.** You can leave a cancellation message on Brian Whitley's voicemail at any time, day or night, and it will record the date and time of your call.

#### TERMINATION OF THERAPY:

You have the right to terminate therapy at any time. Brian Whitley reserves the right to terminate therapy at his discretion. Reasons for termination may include, but are not limited to, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, your needs are outside of the therapist's scope of competence or

practice, you are not making sufficient progress in therapy, or untimely payment of fees. If either you or Brian Whitley decides to terminate therapy, you may be asked to participate in at least one, or possibly more, termination sessions in order to facilitate a positive termination experience and provide an opportunity to reflect on the work that has been done. Brian Whitley will attempt to ensure a smooth transition to another therapist by offering referrals.

ACKNOWLEDGEMENT:

By my signature below, I certify that I have reviewed the information and have been given the opportunity to ask questions and have them answered. I fully understand the information contained in this document. I agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy. Moreover, I agree to hold Brian Whitley 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. I have been given a copy of this document for my own records.

Date\_\_\_\_\_

Client Name (Please Print)\_\_\_\_\_

Client Signature\_\_\_\_\_

Client Name (Please Print)\_\_\_\_\_

Client Signature\_\_\_\_\_

Parent Name (Please Print)\_\_\_\_\_

Parent Signature\_\_\_\_\_

Parent Name (Please Print)\_\_\_\_\_

Parent Signature\_\_\_\_\_

Therapist Signature\_\_\_\_\_