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INFORMED CONSENT, CLIENT INFORMATION STATEMENT and AGREEMENT

Introduction

This Agreement is intended to provide important information regarding the practices, policies and procedures of Cheryl Heinla, LMFT, (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing the agreement.

Therapist Background and Qualifications

Therapist has been practicing as a Licensed Marriage and Family Therapist (LMFT) and/or Registered Marriage and Family Therapist Intern/Trainee since 2007, and possesses a Master’s Degree in Counseling Psychology: Marriage and Family emphasis. Therapist has worked with adults, couples, families, children & adolescents in settings including private practice, community counseling centers, school and organizations providing therapeutic related services. You are welcome to inquire about Therapist professional qualifications and therapeutic orientation.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so Client 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 Client may be experiencing. Psychotherapy is a joint effort between Client 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 Client, 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 Client, 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 Client’s perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client.

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

Work with Couples/Children/Families

- Minors have a right to consent to their own treatment at age 12 or older, provided Therapist deems them emotionally and mentally competent to comprehend and participate in the therapy. Generally this is only advisable when their safety or ability to gain therapeutic services with consent is at risk.
- Parental consent for minor children: Parents have a legal right to access clinical records upon request in writing as noted in “Records and Record Keeping”. However, in order to make therapy safe and effective, it is Therapist policy and to discuss only themes, progress and updates with parent(s). If therapist believes that the minor child is in danger of physical or psychological harm, therapist will work with child to inform parent(s) and/or activate emergency protocols.
- **No-Secrets Policy**: Therapist prefers not to receive secrets that are to be kept from other family members/partner/spouse. Therapist will utilize discretion in working with such information and/or work with you to determine ways to therapeutically share such information.
- Retaliation: Therapy must feel safe for family members to be effective. Therapist requests members do not utilize information discussed in session as part of any child custody, divorce or other legal proceeding. Therapist also requests family members respect others ability to bring forward difficult topics and not retaliate following sessions.

Policy Regarding Consent for the Treatment of a Minor Child

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of Representative to give consent for psychotherapy, Therapist will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services.

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 Client.

Records and Record Keeping

Therapist may take notes during session, and/or produce other notes and records regarding Client’s treatment. These notes constitute Therapist’s clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any Client. Should Client request a copy of Therapist’s records, such a request must be made in writing. Therapist may recommend a Client 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 Client’s records for seven years following termination of therapy for adults, and seven years following a minor client’s 18th birthday. After seven years, Client’s records will be destroyed in a manner that preserves Client’s confidentiality.

Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, 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 a danger to self or the person or property of another; court orders, legal action against Therapist, insurance billing claims (including affiliates of insurance company), required utilization reviews or audits.

Client Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client'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 Client, Client 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 as agreed to.

Psychotherapist-Client Privilege

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-Client privilege. The psychotherapist-Client privilege results from the special relationship between Therapist and Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-Client privilege. Typically, the Client is the holder of the psychotherapist-Client privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-Client privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he/she might be waiving the psychotherapist-Client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-Client privilege with his/her attorney.

Fee and Fee Arrangements

The usual and customary fee for service is \$120 per 50-minute session, or as noted on the signed acknowledgement and agreement. Sessions longer than 50-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payers, or by agreement with Therapist.

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

Clients are expected to pay for services at the time services are rendered, at the beginning of the session. Therapist accepts cash, bank check and money orders. Therapist does not accept credit or debit

cards. Checks are made payable to Cheryl Heinla. There will be a \$25 service charge for checks returned from the bank, as well as monies due equal the amount on returned checks. Subsequent payments would be cash-only. For sliding scale arrangements, Therapist reserves the right to request proof of income (W2, recent check stub).

Insurance or Third Party Payers

Please inform your therapist if you wish to utilize health insurance to pay for services. If your therapist/provider is a contracted provider for your insurance company, your therapist/provider will discuss the procedures for billing your insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. 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. Therapist is able to assist in efforts to seek insurance reimbursement, however, unable to guarantee whether your insurance will provide payment for the services provided to you. Please discuss any questions or 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.

Cancellation and Late Policy

Therapist provides appointment times just for you. Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 24 hour notice of cancellation. Cancellation notice should be left on Therapist's voice mail at 925-324-1332. Sessions start and end on time. If client is late, session will need to end at the originally scheduled end time, and the full session charge will be due.

Therapist Availability

Therapist's provides a confidential voice mail system that allows Client to leave a message at any time, at 925-324-1332. 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 Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, Contra Costa Crisis Center at 800-833-2900, or go to the nearest emergency room. During times of Therapist vacation or other incidents of unavailability, Therapist will discuss with Client and provide referrals, if requested.

Termination of Therapy

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to; Therapist inability to work (illness, relocation or other), untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Client 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. If needed, Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client.

Office policies

Many clients are sensitive or allergic to smoke, fragrances or other olfactory concerns. For the safety and comfort of all clients, Therapists requests client refrain from using perfumes or other fragrant products, smoking prior to entering the office, and practice general hygiene.

Therapist requires clients attend sessions free of influence from drugs and alcohol.

Acknowledgement

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

Client also acknowledges receipt of Privacy/Protected Health Information (PHI) Practices.

Client Name 1 (please print)	Client Signature	Date
_____	_____	_____

Client Name 2 (please print)	Client Signature	Date
_____	_____	_____

If applicable, signature authorizes services for minor child/children:

Print Name _____

Print Name _____

Print Name _____

The agreed upon fee between Therapist and Client is _____*. Therapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance. Fee amount will be charged for missed sessions or cancellations less than 24 hour notice. In the event of same day illness or emergency, please call therapist as soon as possible.

***Insurance clients:** Insurance companies do not reimburse Therapist for no-show or late cancellations. Client is directly responsible for Therapist full session fee of 120/hr. in these circumstances.