

AGREEMENT FOR SERVICE / INFORMED CONSENT

Introduction

This Agreement is intended to provide [name of client] _____ (herein "Client") with important information regarding the practices, policies and procedures of the We Are Nature Therapy Program, as a branch of SLO Psychotherapy under the supervision of Melinda Kincaid, LMFT (MFC49407), and to clarify the terms of the professional therapeutic relationship between the Therapist and the Client. Any questions or concerns regarding the contents of this Agreement should be discussed with the Therapist prior to signing it.

Risks and Benefits of Therapy

Psychotherapy is a process in which a Therapist and a Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so a 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 a Client may be experiencing. Nature Based Therapy is a joint effort between a Client and a 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 a 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 the 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 the Therapist will challenge a Client's perceptions and assumptions, and offer different perspectives. The issues presented by the Client may result in unintended outcomes, including changes in personal relationships. Clients should be aware that any decision on the status of his/her personal relationships is the responsibility of the 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. Clients should address any concerns they have regarding their progress in therapy with the Therapist.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapists regularly participate in clinical, ethical, and legal consultation with other

appropriate professionals. During such consultations, Therapists will not reveal any personally identifying information regarding a Client.

Records and Record Keeping

The therapist may take notes during the session, and will also produce other notes and records regarding a Client's treatment. These notes constitute a Therapist's clinical and business records, which by law, a Therapist is required to maintain. Such records are the sole property of the Therapist. A Therapist will not alter their normal record keeping process at the request of any Client. Should a Client request a copy of the Therapist's records, such a request must be made in writing. Therapists reserve the right, under California law, to provide a Client with a treatment summary in lieu of actual records. Therapists also reserve 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. Therapists will maintain a Client's records for ten years following termination of therapy. However, after ten years, a Client's records will be destroyed in a manner that preserves the Client's confidentiality. If the Client should die either during the course of treatment or prior to the ten years post-treatment, the records will not be released unless there is designated herein a custodian of records to whom they may be released. Designated Custodian: _____

Confidentiality

The information disclosed by a Client is generally confidential and will not be released to any third party without written authorization from a Client, except where required or permitted by law or professional ethics. 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. However, it is important that you know that your Therapist utilizes a "no-secrets" policy when conducting family or marital/couples therapy. This means that if you participate in family, and/or marital/couples therapy, your Therapist is permitted to use information obtained in an individual session that you may have had with him or her, when working with other members of your family. Please feel free to ask your Therapist about his "no secrets" policy and how it may apply to you.

We will select more secluded locations to meet in nature. However, as we are outdoors in public spaces, we can not guarantee 100% confidentiality.

Minors and Confidentiality

Communications between Therapists and Clients 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 his or her professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

Client Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and

another individual, or entity, are parties to, unless an agreement, prior to the beginning of

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therapy, has been reached. This agreement must be in writing and will spell out the exact details of what may be expected from the Therapist and the Client.

In general then, the 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 a Client's legal matter. The Therapist will generally not provide records or testimony unless compelled to do so. Should a Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving a Client, the 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 the Therapist's usual and customary hourly rate of \$_____ per hour.

Psychotherapist-Client Privilege

The information disclosed by a Client, as well as any records created, is subject to the "psychotherapist-client privilege". The psychotherapist-client privilege results from the special relationship between a Therapist and a 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 a Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, the Therapist will assert the psychotherapist-client privilege on the Client's behalf until instructed, in writing, to do otherwise by the Client or the Client's representative. The Client should be aware that they might be waiving the psychotherapist-client privilege if they make their mental or emotional state an issue in a legal proceeding. The Client should address any concerns they might have regarding the psychotherapist-client privilege with their attorney.

Fee and Fee Arrangements

The usual and customary fee for this Nature Based Therapy Program is \$1,400 for 8 sessions (sliding scale available upon request dependent on circumstance). The Therapist reserves the right to periodically adjust this fee. The 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 payors, or by agreement with the Therapist.

The agreed upon fee between the Therapist and the Client will be \$_____. From time-to-time, the Therapist may engage in telephone contact with the Client for purposes other than scheduling sessions. The 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, the Therapist may engage in telephone contact with third parties at the Client's request and with the Client's advance written authorization. **Clients are expected to pay for services at the time services are rendered.** Therapist accepts cash, checks, or Venmo.

Insurance

If a Client intends to use benefits of his/her health insurance policy, the Client agrees to inform the Therapist in advance. The Therapist will discuss the procedures for billing your insurance. A

third party, HIPAA compliant, billing service may be utilized for billing purposes. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. The Client is responsible for any and all fees not

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reimbursed by their insurance company, managed care organization, or any other third-party payor. The Client is responsible for verifying and understanding the limits of his/her coverage, as well as their copayments and deductibles. Please let us know if you need further guidance.

You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. 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 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 Policy

The Client is responsible for payment of the agreed upon fee for any missed session(s). The Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 48 hours notice of cancellation. Cancellation notice should be texted or left on the Therapist's voice mail. Insurance companies will not reimburse for late cancellations or missed appointments.

Therapist Communication & Availability Policy

The Therapist's phone number is a confidential line that allows a Client to leave a message in text or voice at any time. Sensitive, clinical information is to be discussed over the phone or in-person as deemed appropriate by the Therapist. Potential risks of using electronic communication may include, but are not limited to; inadvertent sending of text containing confidential information to the wrong recipient, theft or loss of mobile device, mobile device storing confidential information, and interception by an unauthorized third party through an unsecured network. In addition, text communication may become part of the clinical record. Because of this, please limit text communication to scheduling coordination. The Therapist will make every effort to return texts/calls within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately. The Therapist is unable to provide 24-hour crisis service. In the event that the Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room.

Termination of Therapy

The Therapist reserves the right to terminate therapy at their discretion. Reasons for termination include, but are not limited to, successful completion of therapy, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, a Client's needs are outside of the Therapist's scope of competence or

practice, or the Client is not making adequate progress in therapy. The Client has the right to terminate therapy at their discretion as well. Upon either party's decision to terminate therapy, the Therapist will generally recommend that a Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination

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experience and give both parties an opportunity to reflect on the work that has been done. The Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the Client.

Acknowledgement

By signing below, the Client acknowledges that they have reviewed and fully understands the terms and conditions of this Agreement. The Client has discussed such terms and conditions with the Therapist, and has had any questions with regard to its terms and conditions answered to the Client's satisfaction. The Client agrees to abide by the terms and conditions of this Agreement and consents to participate in the We Are Nature Therapy Program with the Therapist. Moreover, the Client agrees to hold the 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.

I also understand that I am financially responsible to the Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.

_____/_____
Signature of Responsible Party /Date

Printed Name of Responsible Party