# Davis Affordable Professional Counseling

Dezaree Finch, Master of Science in Marriage, Family, and Child Counseling
Licensed Marriage and Family Therapist, #86256
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## AGREEMENT FOR SERVICE / INFORMED CONSENT-Adult Individual

*Welcome! Please read the following regarding my policies. It is my desire that the overall therapy experience is helpful to you.*

**Introduction**

This Agreement is intended to provide [name of patient]_____ (herein "Patient") with important information regarding the practices, policies, and procedures of Dezaree Finch (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 in the mental health field since 2001, working mostly with couples, children, families, and individuals. Therapist's theoretical orientation can be described as responsible eclecticism, which means that they use various types of interventions that they have been trained in that are best suitable for the Patient, their family, or their children, which includes, but is not limited to, Solution Focused Therapy, Cognitive Behavioral Therapy, Experiential Therapy, Family Systems Therapy, Structural Therapy, Strategic Therapy, Gestalt Therapy, Bowenian Therapy, Object Relations Therapy, Psychodynamic Therapy, and Christ Centered Therapy for Christian patients. For more professional information about Therapist, please visit www.dezareefinch.com.

Therapist holds responsibility in making clinical judgments regarding whether she can provide counseling to an individual, couple, or family, while keeping the Patient's best interest in mind. Therefore, it is not always within Therapist's scope of confidence to see every Patient. Therapist does not have the background and experience to work with every population and/or mental health condition. When Therapist is aware that a case is out of her scope of confidence, it would be best and Therapist will recommend that Patient have a different therapist who is more familiar with helping to treat a certain population and/or mental health condition.

**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.

**Treatment Unit and Frequency of Sessions**

Therapist processes with Patient on who the unit of treatment will be (Family, or couple, or Individual) and Therapist ultimately makes the final decision on who the unit of treatment will be based on the need and presenting problem. **Therapist has a policy to meet with new Patients no less than one time per week and might suggest more frequent sessions if Patient is in crisis.** Every other week, monthly, or less appointments are held for Patients who are in maintenance, which means that Patient has worked through most of their goals presented when starting counseling.

**Telehealth Therapy**

At the request of the Patient or Therapist, Patient and Therapist may engage in telehealth therapy (therapy via the phone or Zoom). The fee/Good Faith Estimate is due at the beginning of a telehealth session by either:

- **CashApp**-$DezareeFinch
- **Venmo**-@Dezaree-Finch
- **Paypal**-paypal.me/dezareefinch
- **Health Savings Accounts**

**Therapist does not accept cash, credit, or checks**

According to Business and Professions Code Section 2290.5, prior to the delivery of health care via telehealth, the health care provider initiating the use of telehealth shall inform the patient about the use of telehealth and obtain verbal or written consent from the patient for this use. The consent shall be documented. By signing this agreement, you agree to do telehealth therapy. All laws regarding the confidentiality of health care information and a patient's right to his or her medical information shall apply to telehealth interactions.

In addition, when Therapist provides psychotherapy or counseling via telehealth, there are certain steps Therapist needs to take with each Patient in order to comply with the law. Therapist needs to document reasonable efforts made to ascertain the contact information of relevant resources, including emergency services, in the Patient's

geographic area. Therapist also needs to verbally obtain from the Patient and document the Patient's full name and address of present location, at the beginning of each telehealth session.

Please read the Telehealth Agreement for Services located at www.dezareefinch.com/forms for more information.

**PLEASE NOTE: Third-party applications potentially introduce privacy risks, and Patients should enable all available encryption and privacy modes when using such applications.**

**Confidentiality: Limits, Professional Consultation, and Professional Executor**

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. When information of this matter is revealed, Therapist will need to assess the situation further and contact the proper authorities to assist in the matter.

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, and instead reveal case specific concerns and questions.

Therapist has designated a colleague, Charlotte Fritz-LMFT (916-397-0088), as her professional executor in the case of death or disability to have access to Patient records, to provide psychological services if needed, and/or to refer to another qualified professional if needed.

**Records and Record Keeping**

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. Such records are the sole property of Therapist. Therapist will not alter his/her 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 prefers to consult with another treating health care provider rather than give a copy of the record. 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.

**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.

**Acknowledgement of Receipt of Notice of Privacy Practices**

By signing this form, you additionally acknowledge receipt of the Notice of Privacy Practices that I have given to you via my website or in person. My Notice of Privacy Practices provides information about how I may use and disclose your protected health information. My Notice of Privacy Practices is subject to change. If I change my notice, you may obtain a copy of the revised notice from me. If you have any questions about my Notice of Privacy Practices, please contact me.

**Fee Arrangement/Good Faith Estimate**

Every Patient's fee/Good Faith Estimate is based upon a structured sliding scale. By signing this form, you agree to pay the amount agreed upon in our phone intake. Patients are expected to pay for services at the time or before services are rendered. Patient is financially responsible to Therapist for all charges, including unpaid charges by any other third-party payor. To maximize the use of the therapy time, please consider the following about your choice of payment. These are the only forms of payment Therapist accepts:

- if paying by **CashApp**, my username is $DezareeFinch. Please send this payment no sooner than the day of your appointment.
- if paying by **Venmo**, my username is @Dezaree-Finch. Please send this payment no sooner than the day of your appointment.
- if paying by **Paypal**, my username is paypal.me/dezareefinch. Please send this payment no sooner than the day of your appointment.
- if paying by a **Health Savings Account Debit Card**, you will need to provide me your account information to set-up automatic invoicing through Square Up.

**Therapist does not accept cash, credit/debit, or check**

**Please note that the fee/Good Faith Estimate will increase by $10 every March 1st if your fee/Good Faith Estimate is between $60-$70, and $5 if your fee/Good Faith Estimate is between $75-$95. Your fee/Good Faith Estimate will not increase if it is set at $100 or more**. In addition, this fee/Good Faith Estimate may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist. Sessions longer than 50-minutes are charged for the additional time pro rata. 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/Good Faith Estimate (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/Good Faith Estimate (on a pro rata basis) for any telephone calls longer than ten minutes. Therapist may also charge a fee/Good Faith Estimate for any documentation preparation, including printing/copying costs and time spent for additional treatment letters outside of normal business and therapeutic use (i.e. school letters/recommendations).

Due to the nature of the therapeutic relationship, it is common for Patients to feel at times that counselors may not really care about them and their needs because they are charging a fee/Good Faith Estimate. Please read this article about fee based services: https://psychcentral.com/blog/why-do-therapists-charge-so-much#1

**Insurance**

Therapist is not a contracted provider with any insurance company or managed care organization. Should Patient choose to use his/her insurance, Therapist will provide Patient with a statement, which Patient can submit to the third-party of his/her choice to seek reimbursement of fee/Good Faith Estimates already paid. Patient is responsible for asking for this statement from Therapist, verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Patient is responsible to pay the fee/Good Faith Estimate when services are rendered.

**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 your usual and customary fee/Good Faith Estimate for service. In addition, Therapist may also charge a fee/Good Faith Estimate for any documentation preparation, including printing/copying costs and time spent, for litigation procedures. Therapist will prepare a Good Faith Estimate in advance before services are rendered.

**Normal Cancellation Policy**

Patient is responsible for payment of the agreed upon fee/Good Faith Estimate for any session(s) for which Patient failed to give Therapist at least **24 hours' notice of cancellation**. Cancellation notice should be left on Therapist's voice mail or text message at 530-848-1561. **Please do not email to cancel a scheduled appointment**. Therapist may not receive this type of communication on time, and Patient may be charged for the full session. Additionally, it is best to re-schedule whenever possible vs. cancelling for the week scheduled. 'No show' sessions are considered late canceled sessions and Patient will be responsible for payment of the agreed upon fee/Good Faith Estimate for that session. Patient is responsible to arrive to sessions on time. If Patient is 15 minutes late or more, Therapist will consider this a canceled session and Patient will be responsible for payment of the agreed upon fee/Good Faith Estimate for that session. Due to Therapist's high volume of people needing counseling, and the negative effect that missed sessions could have on the Patient's well-being/goals being met for counseling, frequent cancellations (on time or late) may result in the termination of counseling (see 'Termination of Therapy' for further details).

**Sick and Severe Illness Cancellation Policy**

Patient is responsible for payment of the agreed upon fee/Good Faith Estimate for any session(s) for which Patient failed to give Therapist at least 3 hours' notice of cancellation due to Patient and/or Patient's dependents and/or Patient's dependent's caretaker being sick and/or severely medically ill and/or disabled. Therapist would prefer if Patient did not attend sessions with symptoms of a cold, flu, or virus. Cancellation notice should be left on

Therapist's voice mail or text message at 530-848-1561**. Please do not send me an email to cancel a scheduled appointment.** Therapist may not receive this type of communication on time, and Patient may be charged for the full session. Additionally, it is best to re-schedule whenever possible vs. cancelling for the week scheduled.

**Therapist Availability**

Therapist will make every effort to return calls within 48 hours, but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service and/or immediate documentation needed to other professionals. In the event that Patient is fee/Good Faith Estimateling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room. In the event that Patient are in need of a document from Therapist, if Therapist agrees to prepare the document, Therapist will have this document ready within 8 days from when Patient requested the document. Therapist prefers not to receive text or emails regarding important therapeutic content.

**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/Good Faith Estimates, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Patient's needs are outside of Therapist's scope of competence, practice, or confidence, Patient is not making adequate progress in therapy, or frequent cancellations. 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 if appropriate. 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.

**Notice to Clients**

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Marriage and Family Therapists. You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

**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:** _____
**Date of Birth:** _____
**Date:** _____