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Agreement for Service, Informed Consent, and Client Rights

This Agreement is intended to provide the individuals listed below:

(herein “Patient(s)”) with important information regarding the practices, policies and procedures of Russell Hendlin (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient(s). Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapeutic Process:

You may ask questions about any procedures used during therapy. I will be happy to explain my approach and methods. If, at any time you are not comfortable with how we are proceeding, please let me know.

Termination:

You have the right to decide not to receive therapeutic assistance from me. You have a right to end therapy at any time without any moral, legal, or financial obligation other than payment of any outstanding balance due.

Therapist reserves the right to terminate therapy at his discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to follow treatment recommendations, conflicts of interest, failure to participate in therapy, patient needs are outside of Therapist’s scope of competence or practice, or patient is not making adequate progress in therapy.

You will be encouraged to end therapy in a planned manner. Allow for one or two sessions after the decision to stop. If you wish, I will provide you with the names of other qualified professionals whose services you might prefer.

Confidentiality

One of your most important rights involves confidentiality. Within certain limits, information obtained during therapy will be kept strictly confidential, and will not be revealed to any other person without your permission. However, there are certain situations in which a therapist is required by law to reveal information obtained during therapy to other persons or agencies without your permission, and without necessarily notifying you. These include:

- If you threaten grave bodily harm or death to another person, I am required by law to inform the intended victim(s). If you threaten serious injury or death to yourself, I must notify the appropriate agency, and may notify your family.
- If you reveal information regarding child abuse or neglect or elder abuse or neglect, I am required by law to report this to an appropriate agency.
- If you are in therapy by order of a court of law, results of treatment must be revealed to the court.
- If a court of law issues a legitimate subpoena, I may be required to provide the information specifically described in the subpoena.
- In case of children, information about therapy may be disclosed to parents. With adolescents, information will be disclosed only if it is important for the safety or well-being of the adolescent, as determined by the therapist.
- In family therapy, I will maintain the confidentiality of the family, subject to the limitations stated above. It is my practice to encourage honesty and open communication between family members. Accordingly, I will not keep important information confidential *between* family members, unless I find that there are special circumstances such as the safety of a family member or I believe it would be helpful to the family. (see Separate No Secrets Policy)
- Family therapy is most successful when there is full disclosure of all issues in the treatment process. We will make the best clinical decision regarding the need for confidentiality and the family members need to be aware of pertinent issues. The health and safety of a child is guiding principal for clinical decisions leading to disclosure of information to other family members.

Privacy Practices

- A copy of my privacy practices is available on my website at <https://hendlin.org>. If you would like I can provide you with a printed copy.

Availability and Emergencies

Therapist's phone lines are confidential. Messages may be left at any time. 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. In an urgent situation, you may contact the local Mental Health Crisis Unit (Marin County) at 499-6666. If you are feeling unsafe or require immediate medical or psychiatric assistance, call 911 or go to the nearest emergency room.

Fee and Fee Arrangements

The fee for counseling is \$240 per 50-minute session unless otherwise agreed. Sessions longer than 50-minutes are charged for the additional time pro rata. Travel, phone calls (other than for scheduling), email, report writing, consultation with other professionals, or other work will be billed at the hourly rate. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. You are expected to pay for services at the time services are rendered. Therapist accepts cash or check. By agreement, fees may be billed at the end of the month. Bills are due on receipt. Please review the Good Faith estimate for an estimate of costs, and your legal rights under "No Surprises" legislation.

Cancellation Policy

You are responsible for payment of the agreed upon fee for any missed session(s) for which you failed to give Therapist at least 48 hours notice of cancellation. Cancellation notice should be left on Therapist's phone at 415 233-0788 (or may be made by text to that number).

Insurance

If you intend to use benefits of his/her health insurance policy, inform Therapist in advance. Therapist is not a contracted provider with any insurance company or managed care organization. Therapist will cooperate with client in providing information to an insurance company as requested by patient but is not responsible for assuring insurance eligibility for services provided. Patient is responsible for obtaining insurance reimbursement, and for verifying and understanding the limits of his/her coverage.

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 Patient.

Treatment Plan:

Within a reasonable period of time after the initiation of treatment, we will explain my understanding of your situation and goals, and we will develop together treatment plan including therapeutic objectives and possible outcomes.

Therapist Background and Qualifications:

Therapist has been practicing as a California Licensed Marriage and Family Therapist (LMFT - # MFC 25562) since 1990, working with adolescents, families, couples, and individuals. I can provide you with additional information on my background on request.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient, and sometimes other family members, discuss issues, events, experiences and memories in order to create positive change so that the patient or family can experience life more fully and with more flexibility. 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.

Benefits of therapy may include improvements may occur in interpersonal relationships, comfort in social, work, and family settings, capacity for intimacy, self-confidence, sobriety, and serenity. Stress, anxiety, and negative thoughts and habits may be reduced. Such benefits require effort, including active participation in therapy, honesty, and a willingness to change feelings, thoughts and patterns of behavior. There is no guarantee that therapy will yield any or all of the possible benefits listed above. Participating in therapy may also involve discomfort, including remembering unpleasant feelings and experiences. The process may evoke strong feelings of sadness, anger, or fear. At times Therapist may challenge Patient's perceptions and assumptions. Therapy may result in unintended outcomes, including changes in personal relationships. Some patients find that they feel worse before they feel better. Personal growth may at times be swift and easy, but may also be slow and frustrating. If have concerns regarding your progress, or the treatment process, please don't hesitate to bring these concerns to my attention.

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 will maintain Patient's records for ten years following termination of therapy. After ten years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Patient Litigation

Therapist will not ordinarily 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 Therapist's usual and customary hourly rate.

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.

Informed Consent

By signing below, each 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.

Good Faith Estimate

You have the right to receive a "Good Faith Estimate" explaining how much your medical and mental health care will cost.

Under the law, health care providers need to give patients who don't have insurance or who are not using insurance an estimate of the expected charges for medical services, including psychotherapy services.

You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask any health care provider for a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.

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, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

Authorization to Treat Minor (if applicable)

The below signed (parent(s)) authorize Therapist to treat the following adults or children listed below:

Patient/parent/family member name	Signature	DOB of child	date
