

# Ross Bryan MA MFT

## Psychotherapy

Licensed Marriage and Family Therapist / State of California MFC 51858  
PO Box 1150 / Aptos, CA 95001  
Phone: 831 688-9288 / Fax: 831 688-9388

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

This Agreement is intended to provide \_\_\_\_\_  
(herein "Client") with important information regarding the practices, policies and procedures of Ross Bryan MA MFT (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 it.

#### **Therapist Background and Qualifications**

Therapist has been practicing as a licensed marriage and family therapist (LMFT) since 2012, working with adolescents, adults and couples.

Therapist's theoretical orientation can be described as client-centered, meaning:

- the Therapist has a desire to transparently relate to clients without hiding behind a professional or personal facade,
- the Therapist accepts the client for who he or she is,
- the Therapist shows a desire to attentively listen without interruption, judgment or giving advice,
- the Therapist empathetically communicates with a desire to understand the client's perspective.

#### **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 the 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 the 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 in addition to other factors.

Participating in therapy may result in a number of benefits to Client, including, but not limited to, decreased stress and anxiety, decreased 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 the 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. Client should be aware that any decision concerning 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

# Ross Bryan MA MFT

## Psychotherapy

may also be slow and frustrating. The Client should address any concerns he/she has regarding his/her progress in therapy with the Therapist.

### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. As such, the Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding the Client.

### **Records and Record Keeping**

The Therapist may take notes during session, and will also produce other notes and records regarding the Client's 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. The Therapist will not alter the normal record keeping process at the request of any client. Should the Client request a copy of the Therapist's records, such a request must be made in writing. The Therapist reserves the right, under California law, to provide the Client with a treatment summary in lieu of actual records. The 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. The Therapist will maintain the Client's records for ten years following termination of therapy. However, after ten years, the Client's records will be destroyed in a manner that preserves the Client's confidentiality.

### **Confidentiality**

The information disclosed by the Client is generally confidential and will not be released to any third party without written authorization from the 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 toward a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another.

### **Client Litigation**

The Therapist will not voluntarily participate in any litigation, or custody dispute in which the Client and another individual, or entity, are parties. The Therapist has a policy of not communicating with the Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in the Client's legal matter. The Therapist will generally not provide records or testimony unless compelled to do so. Should the Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the Client, the Client agrees to reimburse the Therapist for any time spent for preparation, travel, or other time in which the Therapist has made him/herself available for such an appearance at the Therapist's usual and customary hourly rate.

### **Psychotherapist-Client Privilege**

The information disclosed by the Client, 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 akin to the attorney-client privilege or the doctor-client privilege. Typically, the Client is the holder of the psychotherapist-client

## Ross Bryan MA MFT

### Psychotherapy

privilege. If the Therapist received 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 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. The 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 for a 50 minute session. Sessions longer than 50 minutes are charged for the additional time pro rata. 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 payers, or by agreement with the Therapist.

The agreed upon fee between the Therapist and the Client is \_\_\_\_\_. The Therapist reserves the right to periodically adjust fee. The Client will be notified of any fee adjustment in advance.

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. The 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. The Therapist accepts cash and checks.

#### **Insurance**

The Client is responsible for any and all fees not reimbursed by his/her 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 his/her co-payments and deductibles.

The Therapist is not a contracted provider with any insurance company or managed care organization. Should the Client choose to use his/her insurance, the Therapist will provide the Client with a statement, which the Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

#### **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 the Client failed to give the Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on the Therapist's voice mail at 831 688-9288.

#### **Therapist Availability**

The Therapist's office is equipped with a confidential voice mail system that allows the Client to leave a message at any time. The 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. 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.

**Ross Bryan MA MFT**  
Psychotherapy

**Termination of Therapy**

The Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the 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 his/her discretion. Upon either party's decision to terminate therapy, the Therapist will generally recommend that the 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. 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 he/she has 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 psychotherapy 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.

\_\_\_\_\_  
Client Name (please print)

\_\_\_\_\_  
Signature of Client (or authorized representative)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name of Responsible Party (Please print)

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date