

629 State Street
Suite 213
Santa Barbara, CA 93101

LITSA BRADFORD, MA, LMFT

760-218-5905
litsa@litsabradford.com

INFORMED CONSENT / AGREEMENT FOR SERVICE

Introduction

This Agreement is intended to provide [name of patient] _____ (herein "Patient") with important information regarding the practices, policies and procedures of LITSA BRADFORD, LMFT (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 this document.

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 may experience his/her life more fully. Participating in therapy may result in many 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 require substantial effort on the part of Patient, including an active participation in the therapeutic process, honesty, and a willingness to explore changing feelings, thoughts and behaviors. However, there is no guarantee that therapy will yield any or all 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. During the therapeutic process, some 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, other times it may be slow and frustrating. Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist.

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.

Records and Record Keeping

Therapist may take notes during session and may also produce other notes and records regarding Patient's treatment. Such records are the sole property of Therapist. 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.

Confidentiality

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.**

Confidentiality – Health Insurance

HIPAA Privacy Rules permits Therapist to use and disclose patient health information, without patient's written authorization, to the contracted health insurance carrier, for purposes of treatment, payment, and healthcare operations such as quality assessment, audits, credentialing, and insurance processing.

If you use your health insurance for psychotherapy, please be aware of the following:

1. For Therapist to bill your insurance, Therapist must assign to Patient a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM current volume) that the insurance company deems to meet their definition of "medical necessity."
2. Insurance companies regularly audit psychotherapy notes to ensure that each session meets their requirements for medical necessity. Therapist must comply with audit requests to remain in compliance with

the contract between Therapist and insurance company. **Your insurance company has full access to your records.**

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 legally 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 would 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.

Cancellation Policy

Patient is responsible for payment of the agreed upon fee for any session(s) for which Patient failed to give Therapist at least 24 hours notice of cancellation (illness and emergencies excepted)

Termination of Therapy

Therapist reserves the right to terminate therapy at his/her discretion. 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. 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.

Acknowledgement

By signing below, Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. 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 (or authorized representative)

Date