

Brian K. Oltman Counseling Services

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AGREEMENT FOR SERVICE/INFORMED CONSENT

Welcome to the Therapeutic Process! The specifics of the treatment goals and the steps to achieve these goals will be discussed during your Initial Appointment. Your participation and understanding of the treatment goals is essential for the best benefit of therapy. To help you have a meaningful therapeutic experience; your cooperation in the following areas is necessary:

Program Orientation: It is my desire that your experience in counseling be a collaborative effort around manageable goals, which produce richer, happier and more productive living. Your values and beliefs will be respected and there will be no intention to deliberately embarrass or manipulate you. At times you may be encouraged to discuss issues that are uncomfortable, but always with the hope of improving your life and relationships.

Benefits and Risks of Therapy: Psychotherapy is a process in which a variety of issues, events, experiences and memories are discussed 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 one self, as well as, any problems or difficulties the Client may be experiencing. Psychotherapy is a joint effort between the Client and the 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 the 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 and will usually take more than a few sessions of hard work to notice any sort of change. Because therapy is a process which takes time and commitment, each person involved in the counseling process is asked to regularly **attend the scheduled** counseling sessions to show the intention of making a difference in his/her life through self awareness, insight, effort and dedication.

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. The Client should be aware that any decision on the status of his/her personal relationship 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. The Client should address any concerns he/she has regarding his/her progress in therapy with the Therapist.

Professional Consultation: Consultation is an important component of a healthy psychotherapy practice. As such, the Therapist's regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, the 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/agency. The Therapist will not alter his/her 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/agency 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/agency 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 or:

1. It is agreed upon in writing,
2. The Client presents a present danger to self,
3. The Client presents a danger to others,
4. When a Client makes a serious threat of violence towards a reasonably identifiable victim,

- 5. Child/elder abuse/neglect is suspected,
- 6. If a judge determines that our discussions are not confidential, a judge may request specific information. It is understood that in cases #3 and #4, the Therapist is required by law to inform potential victims and legal authorities so that protective measures can be taken. If I participate in group counseling, I agree not to discuss any details of the group outside of the counseling sessions.

According to California laws any kind of sexual contact, or asking for sexual contact, or sexual misconduct by a psychotherapist with a client is illegal as well as unethical (Business & Professional Code, Section 726, 728, and 498(k)).

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 the time which the Therapist has made him/herself available for such an appearance at the Therapist’s usual and customary hourly rate of \$125.00.

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-patient privilege. Typically, the Client is the holder of the psychotherapist-client 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 and 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 fee you are quoted is comparable to most of the Therapists in this area. The Client is expected to pay for services at the time services are rendered. It is asked that you pay your fee at the **beginning** of each session. **Make checks payable to: Brian Oltman. THE CLIENT IS RESPONSIBLE FOR CHARGES DUE TO INSUFFICIENT CHECK FUNDS.** The usual and customary fee for services is \$125.00 per 50-minute session. Sessions longer than 50 minutes (couples/family sessions are 75 minutes @ \$155.00 per session) 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 – sliding fee scale.**

The agreed upon fee between the Therapist/agency and the Client is \$ _____ per session.

\$ _____ CASH/CHECK

\$ _____ OTHER: (i.e., my Church will supplement – Church Name _____).

\$ _____ DEFERRED BALANCE [to be paid at the end of therapy]

\$ 30.00 Returned check fee for all returned checks

• I understand that I will be responsible for billing my own insurance company and I will pay in full at the time of service.

The Therapist/agency reserves the right to periodically adjust this fee. Your fee will be re-evaluated regularly and also at those times when your financial circumstances change. 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**.

Insurance: If you have insurance, please realize that you are responsible for submitting a billing statement directly to your insurance company for reimbursement and that full payment of the fee for services provided will be paid at each session. If the Therapist is not a contracted provider with your insurance company or managed care organization, 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. 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.

Cancellations: 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. Please call **(email cancellations ARE NOT accepted)** at least **24 hours** before your appointment if you need to cancel. Please call **619.804.2914** to cancel or leave other messages. Your Therapist will wait **15 minutes** for you if you are late for an appointment.

Therapist Availability: The Therapist has a confidential voice mail that allows the Client to leave messages at any time. The Therapist will make every effort to return calls with 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 his/her discretion. Reasons for termination include, but not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the Client 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. **Termination of Therapy shall be done verbally by appointment and not through a voice mail message or an email by either the client or therapist.**

Acknowledgement: By signing below, the Client acknowledges that he/she has reviewed and fully understands the terms and conditions of the 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.

I 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.

Client Name (please print)

Signature of Client (or authorized representative)

Date

Name of Responsible Party (if other than client) please print.

Signature of Responsible Party (if other than client)

Date

Therapist Name (please print)

Signature of Therapist

Date