Amy Chambliss, Psy.D. Licensed Psychologist License # PSY 18614 www.dramychambliss.com 925-413-2250

AGREEMENT OF THERAPY SERVICES

This Agreement is between you (the "Client") and Amy Chambliss, Psy.D. ("Dr. Chambliss"), and provides you with information that is additional to that detailed in the Notice of Privacy Practices (HIPAA).

As part of the delivery of mental health services, Dr. Chambliss has established this Agreement regarding fees and other administrative issues related to the provision of professional services and limitation of liability to Dr. Chambliss. Throughout this Agreement, "you" and "your" are sometimes used and are defined as synonymous with the Client and "she" is synonymous with Dr. Chambliss.

<u>Consultation</u>: The Client understands that until a plan of treatment has been developed and agreed upon by both Dr. Chambliss and the Client during the intake process, all services provided are consultative in nature. Dr. Chambliss will evaluate the nature of the Client's concerns during the first few meetings and will determine whether she can treat the problem as presented. If not, a referral to another professional would be given to the Client. As a consultant, Dr. Chambliss assumes no obligation to provide continuing services to the Client. In the event that the she recommends services elsewhere, the Client will be offered referral assistance.

<u>Confidentiality</u>: All communications between Dr. Chambliss and the Client is confidential. Information will only be released to a third party under the following conditions: a) the Client authorizes Dr. Chambliss to release information with written permission; b) the Client is threatening serious bodily harm to self or to another; c) Dr. Chambliss learns that a child, an elderly person, or a disabled person has been or is being abused; or, d) a court order dictates such release.

Other circumstances in which information may be disclosed: In couple or family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among the family members. Dr. Chambliss will use her clinical judgment when revealing such information. Dr. Chambliss will not release any information to an outside party unless it is authorized to do so by **all** adult family members who were part of the treatment.

Information about Clients may be disclosed in consultations with other professionals in order to provide the best possible treatment. In such cases the name of the Client and any other identifying information, is not disclosed. Clinical information about the Client is discussed.

Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Chambliss will release information to any agency/person the Client specifies unless Dr. Chambliss concludes that releasing such information might be harmful.

<u>The Process of Therapy/Evaluation</u>: Participation in therapy can result in a number of benefits to the Client, including improving interpersonal relationships and resolution of specific concerns that led you to seek therapy. Working towards these benefits requires effort on your part.

Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Dr. Chambliss will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. You may also experience anxiety, depression, insomnia, etc. Dr. Chambliss may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it may be slow and frustrating. There is no guarantee that psychotherapy or Dr. Chambliss will yield positive or intended results. During the course of therapy, Dr. Chambliss may draw on various psychological approaches according to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, family systems or psycho-educational.

Fee Rate:

\$180 for a 50 minute session. Fees for longer sessions are pro-rated based on same rate. For example a 75 minute session is \$270.

Payment Methods: Clients are expected to pay the therapy fee at the beginning of their session by either cash or check. Credit Cards are not accepted. Returned checks will incur a \$25 fee. If payment is not made, there will be a brief time period devoted to the termination of the work where Dr. Chambliss will offer referral assistance to the Client(s).

<u>Missed & Cancelled Appointments</u>: To be effective, counseling and psychotherapy need to take place on a regular basis. The best results occur when appointments are consistently scheduled and attended regularly. Additionally, an appointment time reserved for you means that it cannot be used for someone else. It is reserved for you. Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours notice is required for re-scheduling or canceling an appointment. The full fee will be charged for sessions missed without such notification.

<u>**Time of Appointments:**</u> Dr. Chambliss is usually able to begin at the scheduled time. If the session begins late, the session will still be the length that was planned. If the Client arrives late for the appointment, the session will still end at the time which it was scheduled to end. The charge of a shortened session will be for the full amount.

Ending Treatment: Dr. Chambliss does not accept Clients who, in her opinion she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy, Dr. Chambliss assesses that she is not effective in helping you reach the therapeutic goals she will discuss this with you and, if appropriate, terminate treatment. In such a case, she will give you a number of referrals. If you request and authorize in writing, Dr. Chambliss will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, the Dr. Chambliss will assist you in finding someone qualified. If Dr. Chambliss has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Chambliss will provide you with names of other qualified professionals at your request.

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other relationship that impairs Dr. Chambliss's objectivity, clinical judgment, therapeutic effectiveness, or can be exploitative in nature. Dr. Chambliss will assess carefully before entering into a non-sexual and non-exploitive dual relationship with a Client. If a dual relationship occurs, it is the Client's responsibility to communicate to Dr. Chambliss if the dual relationship becomes uncomfortable in any way. Dr. Chambliss will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the Client.

The San Ramon Valley is a small community and many Clients know each other. Dr. Chambliss lives in the area. Consequently, you may run into someone you know in the waiting room or see Dr. Chambliss out in the community. Dr. Chambliss will never acknowledge knowing a Client in a public setting or acknowledge working therapeutically with a Client unless she has the Client's permission.

Mediation and Arbitration: All disputes arising out of or in relation to this Agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Chambliss and the Client. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this Agreement should be submitted to and settled by binding arbitration in Contra Costa County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. The governing law shall be California law excluding any conflicts of law principles. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Chambliss can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees and costs. In the case of arbitration, the arbitrator will determine that sum.

Emergency and Telephone Procedures: If an emergency situation arises, **call 911** and/or the 24 hour Psychiatric Emergency at (925) 646-2800. If you need to contact Dr. Chambliss between sessions, please leave a message at (925) 413-2250 and your call will be returned as soon as possible. Brief phone contacts with the Client of less than 10 minutes duration and calls relating to scheduling issues will not be billed. The standard fee will be charged on a pro rated basis for telephone consultation greater than 10 minutes.

Limitation of Liability. DR. CHAMBLISS WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, REGARDLESS OF THE CAUSE OF ACTION, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DR. CHAMBLISS'S LIABILITY TO YOU EXCEED THE AMOUNTS YOU PAID TO HER PURSUANT TO THIS AGREEMENT. EXCEPT FOR THE AMOUNTS THAT YOU PAID UNDER THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE TO RELIEVE DR. CHAMBLISS OF ALL LIABILITY.

<u>Complete Understanding</u>. This Agreement constitutes the full and complete understanding and agreement of you and Dr. Chambliss and supersedes all prior understandings and agreement related

to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement shall be effective only in writing and signed by the parties thereto.

<u>Severability</u>. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

I have read and fully understand the above Agreement; I agree to comply with these policies.

Signature (Client)

Date

Printed Name (Client)

AGREED TO AND ACKNOWLEDGED ON BEHALF OF LEGAL GUARDIAN (IF CLIENT IS A "MINOR"):

Signature

Date

Printed Name (Legal Guardian)

Amy Chambliss, Psy.D.:

By: _____

Amy Chambliss

Date