TERMS AND CONDITIONS, PRIVACY NOTICE

<u>Welcome</u>: Welcome to www.duffytherapist.com. By using this website or contacting Christina Duffy via this website, you accept the provisions, which follow and you acknowledge having read carefully, had explained to you where necessary, and that you fully understand and agree to abide by the terms and conditions of this agreement.

Please note that if you contact Christina Duffy for counseling services, she is bound by the Limits of Confidentiality (below).

<u>Limits to Confidentiality</u>: All information shared during therapy sessions or phone calls remains strictly confidential, with the following exceptions: (1) Therapists are required to report instances of actual or suspected child, elder, or dependent abuse; (2) when we have determined that a client presents a serious danger of physical violence to another person or (3) when a patient is dangerous to him or herself; (4) if the material is court ordered; (5) if a pregnant woman is using restricted substances; or (6) if a client were neglected or abused by a health care provider. In addition, (7) a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances to provide FBI agents with requested items and prohibits the therapist from disclosing to the client that the FBI sought or obtained the items.

About Christina Duffy of duffytherapist.com: Christina Duffy is a licensed Marriage and Family Therapist (86699, CA) who is committed to providing innovative, culturally competent, strength-based, heart-centered counseling services. Through River Rock Counseling, a non-profit counseling agency, she offers a lower fee, pro-bono therapy services, as well as a free community workshop on personal boundaries. She also offers pro-bono therapy services through Give an Hour.

<u>Fees</u>: Fees are to be paid at the beginning of each session except for phone sessions, which are paid in advance of the start time. If for some reason you find that you are unable to continue paying for your therapy, please inform her and she will help you consider any options available. Her rates are subject to change but your rate may not be affected. At least two weeks notice is given for rate changes.

<u>Payments</u>: You can pay by cash, check, credit card, or PayPal. Checks can be made payable to: Christina Duffy and for phone sessions, can be mailed to 4944 Sunrise Blvd., Ste. J-5, Fair Oaks, CA 95628.

<u>Insurance</u>: If you have insurance and use her as an "out of network provider," she will mail you a bill at the end of each month that has all the necessary information for your insurance company. You will be responsible for paying the full fee per session. Information likely disclosed to insurance companies include: Dates of treatment, diagnosis, prognosis, progress, and treatment plan.

<u>Cancellation Policy</u>: You are responsible for payment of the agreed upon session fee for any missed session(s). You are also responsible for payment of the agreed upon session fee for any session(s) for which you failed to give her at least 24 hours notice of cancellation or 24 hours notice of changing an office session to a phone session, although exceptions apply (such as illness). Such notices should be left on her voice mail (916-642-5087).

<u>Phone Contacts</u>: Telephone communications between sessions are welcome when they are urgent or in regards to scheduling. If events arise in between your therapy appointments that are especially upsetting to you and you wish to speak with her, please call her confidential voicemail system (916-642-5087). She may discuss the situation briefly by phone or set up a special office appointment to discuss it more in depth. Telephone conversations lasting longer than 10 minutes will be billed at the prorated fee of a regular session but she will remind you of this during the phone call before reaching 10 minutes.

Emergency Contact: She has a confidential voicemail system (916-642-5087) that allows her clients to leave a message at any time. She 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. She is unable to provide 24-hour crisis service. If she is unable to respond quickly enough, please call the Crisis Support Services 24-HR Crises Hotline at 1-800-273-TALK (8255) or, in the event that you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911, or go to the nearest emergency room.

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<u>Couples / Family Therapy:</u> She has a "no secrets policy" for couples and family therapy. What that means is she reserves the right to disclose confidential information given to her, by a client *individually*, in the couple/family therapy session *only* if she feels it is in the best interest of the relationship/family therapy.

Minors and Confidentiality: Treatment with a minor often progresses best when the child can be assured of confidentiality. She may discuss the treatment progress of a minor client with the parent or guardians, but preferably *not details* that would decrease trust between the minor and therapist.

If you are parent or caretaker, you are acknowledging that you consent to a confidential relationship between your minor child and Christina Duffy. Therefore you are agreeing not to request access to her records regarding this minor child.

If you are a minor and your parents are consenting for your treatment, your parents/guardians legally have access to information about your treatment, although, you have the right to request that information be kept from them.

If you are a minor, 12 years or older, and you are consenting for your own treatment, your parents/guardians legally *do not* have access to information about your treatment. "Limits to Confidentiality" apply to you as well as the other terms and conditions and privacy notice in this agreement.

About the Therapy Process: It is her intention to provide professional services that will assist you in reaching your goals. Based upon the information that you provide to her and the specifics of your situation, she will provide recommendations to you regarding your treatment. Due to the varying nature and severity of problems and the individuality of each client, she is unable to predict the length of your therapy or guarantee a specific outcome or result. Please understand that there are potential risks and benefits associated with any form of counseling, and that despite both your efforts and my efforts, your condition may not improve or it may become worse.

<u>Telemedicine</u>: You also consent to engage in telemedicine such as phone calls and emails with her as part of your therapy or contact with her. Telemedicine includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications.

<u>Litigation and Contact with Third Parties</u>: She prefers to not get involved with clients' litigation or other dealings with third parties and does not interact with her client's attorneys. In the event of any legal proceedings that you are currently involved in, or know you will be involved in, prior to your therapy with her, you agree that you will disclose that to her. If you, your attorney, or anyone else acting on your behalf wants you to participate in therapy with her for the purpose of testifying in court or any other proceedings, you agree to disclose that information to her prior to the onset of therapy.

Moreover, you agree to hold her 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.

You understand that you are financially responsible to her for all charges, including unpaid charges by your insurance company or any other third-party payor.

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PRIVACY NOTICE

<u>Sharing Information</u>: Christina Duffy will not share your information with anyone without your approval with the exceptions of LIMITS TO CONFIDENTIALITY above.

<u>Third-Party Websites</u>: Christina Duffy and duffytherapist.com uses PayPal and the Square for payment processes. Christina Duffy and duffytherapist.com do not provide any personally identifiable customer information to these advertisers or third-party Websites. Christina Duffy and duffytherapist.com do not have control over the privacy practices of sites outside their domain. If you follow a link to another Web site, please read that site's privacy policy.

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