Annie BROGGER | mft

Informed Consent

Starting therapy is sometimes a difficult choice to make, one that often requires a great deal of courage and hope. I look forward to working with you and/or your family. Please know that I don't take lightly the steps it takes to trust and open up to someone that you have never met. So that we can begin to build trust, I need you to be aware of and agree to a few things before we start this process.

I, Annie Brogger, LMFT, am a licensed Marriage and Family Therapist. (CA License # MFC44833) If you have questions about what type of therapy I perform and how long treatment lasts, please ask me when we meet together.

Therapy is unique to the individual, yet there are certain laws and ethics that are the same for everyone. Please read the following carefully:

Confidentiality: It is important to feel safe and protected throughout your treatment – confidentiality is an important piece in establishing trust. Therapy is confidential in nature. The exchange between the client and the counselor is a private matter and will not be shared with anybody unless mandated by law or in a professional context. The law has provided certain protective boundaries so that in cases of child abuse, elder abuse, or situations when the client appears to be a danger to self or others, confidentiality will be broken. In some cases, I am required by law to inform potential victims and legal authorities so that protective measures can be taken. In a professional context, I meet with other licensed therapists for the purpose of peer consultation; which ultimately, is in the best interest of the client and confidentiality is supported.

Confidentiality with a Minor: Please understand that if your child is a minor, it is important that they develop trust with their therapist. Sometimes, gaining this sense of trust requires strict confidentiality so that your child can feel safe to be open and talk freely without having their confidences compromised. I always have my client's best interest in mind, which in the case of minors, this usually means unwavering confidentiality. If there comes a time when I feel your child is at risk, for example, a threat to themselves or others, then I will notify you or in the best case scenario, I will have them talk to you. It is important to remember that the law protects your child's confidentiality.

Privilege: The law states that the client always holds the privilege, regardless of age; only a judge can waive the privilege/confidentiality.

Fee: Payment is expected at the time services are rendered. My fee is $180 per therapeutic hour (45-50 minutes). If you are unable to make a payment at or before your appointment, your credit/debit card will be charged the full fee for the session. **By signing this form, you are agreeing that your credit/debit card will be charged if you are not able to make payment at the time your**

appointment is scheduled for, unless another provision to provide payment has been verbally discussed and agreed to with your therapist. I will not reschedule with you until you are paid in full, this is to protect you from creating financial hardship. If in the unfortunate situation that your sessions are not paid for by the means previously mentioned, this is grounds for breaking confidentiality and legal action may be required.

Cancellation: I require a 48 hour notice for cancellation. If this is not kept, you will be charged, to your credit/debit card, the full fee for any missed appointments. If you are able to reschedule within the week, you will not be charged.

Therapeutic hour: Sessions are 45-50 minutes long. If you arrive late, the session will end according to the hour your appointment was originally scheduled for.

Releases: If you would like me to contact a third party, please ask for a "Consent to Release Confidentiality" form.

Phone Sessions: I am available for phone/FaceTime sessions if you are not able to meet in person. I charge my regular fee for any phone/FaceTime session. Your credit card will be charged for any out-of-office sessions unless other arrangements have been made.

Contacting the Therapist: I often correspond with clients by cellular phone texting and email. Emails and texting are confidential, however these technologies are not guaranteed of privacy. Please indicate below with a circle and your initials whether you authorize contact by mobile phone (text) and email.

Yes / No Initial_____

Phone Calls and Emails: Any phone call or emails that require more time than 10 minutes of conversation, I ask that you please instead schedule an additional appointment, or be advised that I will need to charge for phone calls that exceed the 10 minutes.

Fee Changes: I will give one month notice of any fee change. Please be advised that my rate increases $10 each year, January 1.

Charges for the day of Treatment: I process all fees for all clients at once on the day of treatment, so you may notice a charge to your account prior to the start of your session.

Risks and Benefits to Treatment: You are about to engage in a wonderful process; however, there exists certain “risks and benefits” to therapy. Due to the nature of treatment, there may be times when certain uncomfortable feelings are stirred, such as: exhaustion, depressed, or anxious feelings. There is no guarantee that psychotherapy will yield positive or intended results. There are also times when you may feel hope, health, healing, and clarity. All of these experiences are normal and a part of therapy; it is a *process*.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which are confidential in nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce, and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

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 the therapist and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Orange 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. Notwithstanding the foregoing, in the event hat your account is overdue (unpaid) and there is no agreement on a payment plan, the therapist 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 as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

Scope of Practice: Your therapist provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

Termination of Treatment: When the time comes for you to end therapy, having closure with me is a productive and important part of your entire process to treatment. Together, we will discuss the ending date that is best for you. Please know, however, that therapy is often intermittent, so if we technically "end" treatment and in the future you feel like returning, that is certainly okay.

Agreement: By signing below, I agree to all of the previously mentioned arrangements. I have read the above agreement and understand that I am responsible for payment of all professional services provided and I agree to pay at the beginning of each session. I may pay by check, credit card, or cash. I will be provided with a monthly statement of serviced if I request it. I may submit the charges to my insurance company for reimbursement, but I do understand that my therapist is considered an out-of-network provider so all payments rendered are submitted only to my therapist.

I agree to pay for missed sessions when I am unable to give 48 hours advance notice and reschedule within the same week. My signature below represents my Informed Consent for treatment and acknowledges my responsibility for payment of professional services provided.

Signatures:

Adult Client_____ **Date**_____

Parent/Guardian_____ **Date**_____

Parent/Guardian_____ **Date** _____

Therapist_____**Date** _____