

Jack D Love, LMFT
Forensic Family Services

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**INFORMED CONSENT AND AGREEMENT TO PARTICIPATE IN
PSYCHOTHERAPY AND COUNSELING SERVICES**

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions is **privileged and confidential** and may not be revealed to anyone without your (patient's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a patient presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me, Jack D. Love. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about your receiving proper psychiatric care, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided on the biographical sheet.

Health Insurance: I do not contract with insurance companies as a network provider, so I am only responsible and accountable to you. My loyalties are not divided and there is no conflict of interest. Your health insurance policy is a contract between you and your insurance company. Since I am not a party to that contract, I would be considered an out-of-network provider and you should inquire as to your benefits in that case. I will provide an invoice you can submit to your insurance company for reimbursement. Please specify that you intend to submit an insurance claim because they require extra information for reimbursement, including a diagnosis of mental disorder and, sometimes, a more detailed history. To protect your confidentiality and to avoid the "mental disorder" label, you may understandably elect not to use your insurance to cover psychotherapy.

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 may be of a confidential nature, you agree that should there be legal proceedings (such as divorce and custody disputes, injuries, lawsuits, etc.), neither you (patients) nor your attorneys, nor anyone else acting on your behalf, will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: I consult regularly with other professionals regarding my patients; however, neither patients' names, nor any other identifying information, is ever mentioned. My patients' identity remains completely anonymous, and confidentiality is fully maintained.

Initial _____

Your Right to Review Records: Both the law and the standards of my profession require that I keep appropriate treatment records. As a patient, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case I will provide the records to an appropriate and licensed mental health professional of your choice. Considering these exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, please leave a message on my voicemail (916) 929-5765 and your call will be returned as soon as possible. I check my messages a few times each day, unless I am out of town. If your situation is urgent, please indicate it clearly in your message. If you are experiencing a mental health crisis, call the Mental Health 24 Hour Crisis Line at 916-875-1055, or dial 911.

PAYMENTS & INSURANCE REIMBURSEMENT: Patients are expected to pay my standard hourly fee per 50 minute session in advance of each session, unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading documents, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of treatment regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and not to the insurance company. At your request, I will provide you with a copy of your invoice, which you can submit to your insurance company for reimbursement. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy/counseling 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 myself and the patient(s). 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 Sacramento County, California 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 that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. I 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., or experiencing anxiety, depression, or insomnia. I may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations which can cause you to feel 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, schooling, 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 will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my

assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, I will discuss with you (patient) my working understanding of the problem, treatment plan, therapeutic objectives and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition, and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept patients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals that you can contact. If at any point during psychotherapy I assess that I am not effective in helping you reach your therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it, and authorize it in writing, I 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, I will assist you in finding someone qualified, and provided I have your written consent, I 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, I will offer to provide you with names of other qualified professionals whose services you might prefer.

Dual Relationships: Therapy never involves sexual or business relationships or any other dual relationship that impairs the therapist's objectivity, clinical judgment, therapeutic effectiveness or can be exploitative in nature.

CANCELLATION: Since scheduling of an appointment involves the reservation of time specifically for you, a **minimum** of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Informed Consent and Agreement carefully. I understand it and agree to comply with it:

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| Patient name (print) | Date | Signature |
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| Patient name (print) | Date | Signature |
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Jack D. Love, LMFT

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| Therapist | Date | Signature |
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Initial _____