

Kairos Counseling Inc.

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AGREEMENT FOR SERVICE / INFORMED CONSENT

Introduction

This Agreement is intended to provide [name of client] _____ (herein "Client") with important information regarding the practices, policies and procedures of Kairos Counseling Inc., and to clarify the terms of the professional therapeutic relationship between therapist(s) of Kairos Counseling Inc. (herein "Therapist") and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Kairos Counseling Inc. prior to signing it.

Therapist(s) Background and Qualifications

Therapist(s) in Kairos Counseling Inc. are licensed Marriage and Family Therapist (LMFT) or Associate Marriage and Family Therapist (AMFT). AMFT therapist(s) are trained therapists with Master's Degree in Marriage and Family Therapy and practice under close supervision of a licensed Marriage and Family Therapist.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so Client can experience his/her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties Client may be experiencing. Psychotherapy is a joint effort between Client and 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 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 Patient, 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.

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 Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient.

During the therapeutic process, many patients 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. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice.

As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient.

Records and Record Keeping

Therapist may take notes during session, and will also produce other notes and records regarding Client's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any patient. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Client with a treatment summary in lieu of actual records. 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. Therapist will maintain Client's records for ten years following termination of therapy. However, after ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Patient, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a patient makes a serious threat of violence towards a reasonably identifiable victim, or when a patient is dangerous to him/herself or the person or property of another.

Patient Litigation

Kairos Counseling Inc and its Therapist(s) will not voluntarily participate in any

litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary hourly rate of \$180

Psychotherapist-Patient Privilege

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between Therapist and Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-client privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Kairos Counseling Inc or Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Kairos Counseling Inc. and Therapist will assert the psychotherapist-patient privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

Fee and Fee Arrangements

The usual and customary fee for service is \$180 per 50-minute session. Sessions longer than 50-minutes are charged for the additional time pro rata. Kairos Counseling Inc. reserves the right to periodically adjust this fee. 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 payors, or by agreement with Therapist.

The agreed upon fee between Kairos Counseling Inc. and Client is \$180/hr. Kairos Counseling Inc. reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance.

From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. Client is responsible for payment for any telephone calls at the same rate as a regular therapy session. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Client's request and with Client's advance written authorization. Client is responsible for payment for any telephone calls. Therapist may also engage in correspondence with third parties in the

form of letters, emails, text messages, and voicemails. Client is also responsible for the therapist time spent on such communication on the same rate charged for therapy sessions.

Clients are expected to pay for services at the time services are rendered. Kairos Counseling Inc. accepts cash and checks.

Insurance

Should Client choose to use his/her insurance and Therapist is considered out of network, Kairos Counseling Inc. will provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

If you have a health insurance policy in which Therapist is considered in-network, it will usually provide some coverage for mental health treatment. Kairos Counseling Inc. will fill out forms and provide Client with whatever assistance is necessary to receive the benefits to which client is entitled; however, Client (not insurance company) is responsible for full payment of fees. It is very important that Client find out exactly what mental health services Client's insurance policy covers.

Client should carefully read the section in insurance coverage booklet that describes mental health services. If Client has questions about the coverage, please call plan administrator. Of course, Kairos Counseling Inc. will provide assistance to help Client in understanding the insurance information.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some Clients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow Therapist to provide services once your benefits end. If this is the case, Kairos Counseling Inc. will try to assist in finding another provider who will help you continue your psychotherapy.]

Client should also be aware that most insurance companies require that Therapist(s) provide them with Client's clinical diagnosis. Sometimes Therapist(s) have to provide additional clinical information, such as treatment plans, progress notes or summaries,

or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, Kairos Counseling Inc. or Therapist have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. *Client understands that, by using your insurance, Client authorizes Kairos Counseling to release such information to insurance company. Kairos Counseling Inc. will try to keep that information limited to the minimum necessary.*

Once Kairos Counseling Inc. has all of the information about your insurance coverage, Therapist will discuss what can be expected to accomplish with the benefits that are available and what will happen if they run out before Client feel ready to end our sessions. It is important to remember that Client always has the right to pay for my services him/herself to avoid the problems described above [unless prohibited by the insurance contract].

Cancellation Policy

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 72 hours notice of cancellation. Cancellation notice should be left on Kairos Counseling voice mail at 626-656-3638 or email to admincontact@mykairos counseling.com.

Therapist Availability

Therapist's office is equipped with a confidential voice mail system that allows Client to leave a message at any time. Therapist 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. Therapist is unable to provide 24-hour crisis service. In the event that 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

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that 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. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client.

Telehealth Services

Definition of Telehealth Telehealth involves the use of electronic communications to enable mental health professionals to connect with individuals using interactive video and audio communications. Telehealth includes the practice of psychological health care delivery, diagnosis, consultation, treatment, and referral to resources, education, and the transfer of medical and clinical data. The laws that protect the confidentiality of my personal information also apply to telehealth.

Client consent as such: I understand that the information disclosed by me during the course of my sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to, reporting child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. In this case, I must let my therapist know. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. CFS utilizes secure, encrypted audio/video transmission software to deliver telehealth. I understand that if my counselor believes I would be better served by another form of intervention (e.g., face-to-face services), I will be referred to a mental health professional associated with any form of psychotherapy, and that despite my efforts and the efforts of my counselor, my condition may not improve, and in some cases may even get worse. I understand the alternatives to counseling through telehealth as they have been explained to me, and in choosing to participate in telehealth, I am agreeing to participate using video conferencing technology. I also understand that at my request or at the direction of my counselor, I may be directed to “face-toface” psychotherapy. I understand that I may expect the anticipated benefits such as improved access to care and more efficient evaluation and management from the use of telehealth in my care, but that no results can be guaranteed or assured. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than my counselor in order to operate the video equipment. The above-mentioned people will all maintain confidentiality of the information obtained. I further understand that I will be informed

of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my medical history that are personally sensitive to me, (2) ask non-clinical personnel to leave the telehealth room, and/or (3) terminate the consultation at any time. I understand that my express consent is required to forward my personally identifiable information to a third party. I understand that I have a right to access my medical information and copies of my medical records in accordance with the laws pertaining to the state in which I reside. By signing this document, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in my immediate area. I understand that different states have different regulations for the use of telehealth. In Wisconsin, telehealth may only be conducted between certified office locations. I understand that, in Wisconsin, I am not able to connect from an alternative location for the provision of audio-/video-/computer based psychotherapy services. I have read this document carefully and understand the risks and benefits related to the use of telehealth services and have had my questions regarding the procedure explained. I hereby give my informed consent to participate in the use of telehealth services for treatment under the terms described herein. By my signature at the end of this document, I hereby state that I have read, understood, and agree to the terms of this entire document.



Acknowledgement

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client’s satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Client agrees to hold Kairos Counseling Inc. and 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.

A)

Client Name (please print)

Signature of Client (or authorized representative) Date

B)

Client Name (please print)

Signature of Client (or authorized representative) Date

C)

If client is minor, name of guardian/legal representative (please print)

Signature of authorized representative Date

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.

Name of Responsible Party (Please print)

Signature of Responsible Party Date