## Diana T. Wegbreit, M.A., LMFT

Licensed Marriage and Family Therapist, #MFT44606

## THERAPIST - CLIENT AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. When you sign this document, it will represent an agreement between us, so please read it carefully. We can discuss any questions you have at our first session or at any time in the future.

My private practice in Los Gatos is located at: 101 Church Street, Suite 20, Los Gatos, CA 95030

**Therapist Background and Qualifications:** I received a M.A. degree in Counseling Psychology from Santa Clara University in 2002 and a M.A. degree in Developmental Psychology with specialization in Developmental Psychopathology from Teachers College, Columbia University in 2000. I am a Licensed Marriage and Family Therapist in the State of California since 2007 and a member of the California Association of Marriage and Family Therapists (CAMFT).

**Fee Policy:** The fee for service is \$180 for a fifty (50) minute session or \$310 for a ninety (90) minute session. Fees are payable at the time the services are rendered. I reserve the right to periodically adjust fees. I will send you a text after our first session to set up an IvyPay account for billing. You can pay by check in person, or I can charge a debit, credit, FSA, or HSA card via IvyPay.

I use the first few sessions to conduct an evaluation so that we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule a weekly 50-minute session at a time that we agree on, although sessions may be scheduled more or less frequently based on your needs.

You agree that you will provide **48 hours** notice to cancel a scheduled appointment. If you fail to provide such notice, you will be responsible for payment of the fee for the missed session. Please understand that your insurance company will not pay for missed or canceled sessions. Cancellation notice should be left on my voicemail or text at 408-409-5296 or email at <a href="mailto:Diana@WegbreitTherapy.com">Diana@WegbreitTherapy.com</a>. Please note that I do not charge for cancellations due to illness and I do allow for one "oops" or missed appointment per calendar year.

If you miss a session without canceling, or cancel with less than 48-hour notice, my policy is to collect the full payment for the session. If it is possible, I will try to find another time to reschedule the appointment within the same week. In the event that you miss two consecutive sessions and I have not been able to contact you, your assigned appointment day and time may be forfeited and you will not be scheduled or billed for further sessions until we agree to resume treatment.

If you will be arriving late to a session, please contact me by email or telephone so I know to expect you. In addition, if you are late to your session we will still need to end on time.

In addition to weekly appointments, I charge an hourly rate of \$200 for other professional services you may need, though I will prorate the fee if I work for periods of less than one hour. Billed services include telephone conversations lasting longer than 10 minutes, report writing, agreed-upon consultations or meetings with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Payment schedules for other professional services will be agreed on when they are requested.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, including preparation, travel, and attendance, even if I am called to testify by another party.

Due to the complexity and difficulty of legal involvement, \$350.00 per hour is charged for preparation for, and attendance at (including stand-by time) any legal proceeding, including consultation with your attorney, as well as \$200.00 per hour for associated travel time. Any time I have to attend a court date, deposition, or any other legal proceeding, I will bill a minimum of four hours of my time payable by cashier's check at least 14 days in advance of my appearance.

If at any time during treatment you become unable to pay for my services, I will make every effort to help you secure alternative treatment options.

**Insurance:** Many insurance companies now provide some coverage for psychotherapy. Please contact your insurance carrier to determine their requirements for payment of therapy services. Be aware that you, not your insurance company or managed care organization, are responsible for full payment of the fee that we have agreed upon.

I am an out-of-network provider for all insurance companies. I can provide you with a "Superbill" on a monthly or quarterly basis that you can submit to your insurance company to request reimbursement. The information on this document would include your name, nature and dates of services provided, plae of service, amount paid, DSM diagnoses, and CPT codes. Please note that not all insurance companies reimburse for out-of-network providers. I encourage you to contact your insurance company directly with questions about your coverage.

If your insurance does not cover out-of-network providers, you may be able to pay for therapy out of your pre-tax income using an HSA or FSA account.

Most third party reimbursement plans require you to authorize me to provide a formal diagnosis of a mental health disorder in at least one of the individuals involved in therapy. Sometimes, they require additional clinical information, such as a "treatment plan" or "case summary." In rare cases, they request a copy of your entire record, which I will not release without your explicit written authorization. This information will become part of the insurance company files.

**Confidentiality:** All information disclosed by the client will be held in strict confidence unless you provide written permission to release information about your treatment, or as ordered by a court of law. If you participate in marital or family therapy, I will not disclose confidential information about your treatment unless all people who participated in the treatment with you provide their written authorization to release. Please note that I have a "no-secrets" policy when conducting family or marital/couples therapy. This means that if you participate in family, and/or marital/couples therapy, I am permitted to use information obtained in an individual session when working with other members of your family.

**Exceptions to Confidentiality:** Therapists are mandated to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a client presents a serious danger of physical violence to another person or when a client is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists in certain circumstances to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the client that the FBI sought or obtained the items under the Act.

Information about you may also be shared with others if I am out of the office for an extended period of time and a colleague is covering my practice, as I may advise them in advance of issues that may arise with my clients during my absence. If I seek consultation from another professional regarding your care, I will make every effort to conceal your identity. Also, the professionals with whom I consult are legally bound to maintain confidentiality. If you are working with a team of professionals (psychologist, nutritionist, psychiatrist, and/or physician), including myself, you can give me written permission to discuss your ongoing care with this team.

**Minors and Confidentiality:** If therapeutic work will primarily focus on individual treatment with a minor, communications between therapists and clients who are minors are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. I will request an agreement between the adolescent client and the parents allowing me to share general information about treatment goals, progress, and attendance. If I am concerned about the health or safety of an adolescent client, I may need to disclose this information to the adolescent's parents, guardians, or other providers.

**Therapist Availability/Emergencies:** My office is equipped with a voicemail system that allows you to leave a message at any time at 408-409-5296. I will make every effort to return calls within 24 hours (or by the next business day), but I cannot guarantee calls will be returned immediately.

I will make every attempt to inform you in advance of planned absences where I will be unavailable for an extended period of time. During these times, you may be provided with the name and phone number of a colleague to contact in my absence.

In the event of a medical or psychiatric emergency or an emergency involving a threat to your safety or the safety of others, please call 911 or go to the nearest emergency room. Santa Clara County Crisis Service is available 24-hours day/7 days a week at 988 to assist individuals who are in crisis.

Your signature indicates that you have read this agreement for services carefully and understand its contents. Please discuss with me any questions or concerns you have about this information before you sign.

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| Client Name (print)                          | Signature       | Date       |
| For Minor Clients (under 18):                |                 |            |
| Parent/Guardian Name (print)                 | /_<br>Signature | //<br>Date |
|  | 1               | 1          |
| 2 <sup>nd</sup> Parent/Guardian Name (print) | Signature       | Date       |