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## Client-Therapist Agreement

Dear New Client

I am looking forward to meeting with you for our first appointment. I love my work as a psychologist and welcome the opportunity to provide you support, help you experience the improvements you are seeking in your life and find solutions to challenges you face.

These detailed policies and procedures should be read and understood **before you begin treatment** so you can make a fully informed decision about your care. When we meet my focus will be on understanding you and your concerns. So that our session can be fully devoted to that goal, it is important that you have read through these policies and we address any questions you may have about them before we begin. That way we can avoid any confusion and get started right away discussing what brings you to therapy. As you read through this agreement, if you have *any* questions or concerns about the information please feel free to call me or discuss it with me at your first visit. I encourage you to raise any questions or concerns you have about your treatment at any time. Please retain this agreement for your review as needed. I support you in being a proactive healthcare consumer and am committed to your being fully informed about the work we do together.

My view of psychotherapy is that you, the client, are hiring me as your therapist and consultant to work on resolving problems that significantly impact your life or making important improvements that you desire. Some of my clients view our relationship as coaching them to achieve their goals, while others need a supportive place to work through pain and difficulties. In addition to providing therapy to people in distress, some clients come for personal growth and skill building in such areas as improving relationships, making decisions, problem solving, setting healthy boundaries, improving communication and achieving balance in life.

Together you and I will set the goals of therapy and coaching so that our agenda is clear and can be most effective for you. With these goals in mind, a treatment plan will be developed using psychological information and expertise to assist you.

### **Disclosure Statements**

The following statements provide you with information about therapy as well as the legal and ethical issues, federal rules and regulations related to services provided by licensed psychologists in California.

**TYPE OF THERAPY:** Many different kinds of psychotherapy are available to the healthcare consumer today. Although it is difficult to present a comprehensive statement of my therapy style and theory in this brief statement, I want to share some core ideas that guide my work. I am happy to discuss these in more detail with you if you wish.

Therapy occurs in the context of an important, emotionally safe and confidential relationship between a client and a therapist. The client may be an individual, a couple or a family. The initial focus of the therapy is on understanding thoughts, emotions, behaviors and life situations that concern the client. Therapy then offers support, skill building and direction to facilitate the client's desired changes.

The process of therapy provides you an opportunity to better understand yourself and your life, and allows you to consider and implement change that may be helpful. Ultimately, you are

responsible for deciding your own course of action but as your therapist I will provide support and guidance to your important decisions, helping you consider options and outcomes that reach your goals. Through self-exploration, which often includes an investigation of your family history and experimentation with change in some of your personal behaviors, you can learn more about yourself and the external factors that affect the quality of your life. Results of this process can include improved skills in the areas of communication, decision making, personal effectiveness, self-control and self-understanding. Formal and informal assessments, readings, structured experiences, journal writing and "homework" are sometimes used to augment the therapy experience. You are in full control of what you want to accomplish in therapy and we decide together what methods to use. For therapy to be most helpful it is important for you to be as open and honest as possible in what you choose to share. If I feel you can best be helped by a therapeutic method different from my own scope of practice I will discuss a referral with you.

Information about my background and a description of my therapy style are available on my website. A hard copy of these can be provided at your request. In addition, copies of your rights as a client and the ethical principles of the American Psychological Association can be made available for you to read. I hope our work together will add significantly to your experience of well-being and achieving your goals.

**BENEFITS AND RISKS OF THERAPY AND COACHING:** To be fully informed about participating in therapy it is best that you have a sense of both the benefits and the risks of treatment. The desired benefits that frequently occur include an improved ability to identify your own problem areas, evaluate reasonable coping options and choices and take action in an honest manner. An effective therapy or coaching experience also offers opportunities to learn other important things about yourself, to acquire helpful life management skills and to integrate both past and present learning toward higher functioning. Life improvement through meeting goals with the assistance of therapy generally results in greater feelings of well-being and coping strength going forward.

The risks involved in engaging in therapy include an increased awareness of negative situations and feelings, some of which may not be changed to your satisfaction. Becoming more aware of deeper issues or distress may cause emotional disability or some disruption to your current life. Additionally discovering that therapy can be helpful and desired but may be beyond the limits of your financial resources is also a risk that could present you with an important but difficult decision.

In light of the benefits and risks presented above it should be noted that, while I expect that therapy will be helpful, there is no guarantee that therapy with me will be the best way to reach your desired goals. Because every therapeutic experience is unique, it varies from individual to individual. Therefore it is vital that you feel free to discuss any concerns you have about the course of treatment with me at any time. As a client, you also have the right to seek a second opinion from another clinician. If at any time you desire to seek a different treatment approach or provider I will be happy to assist you in finding an appropriate referral. The top priorities in your therapy are always your best interests, improvement and satisfaction with care.

**RIGHTS OF CLIENTS:** My practice is guided by the Ethical Code of the American Psychological Association. Copies of that code, as well as a statement of Clients Rights, are available in my office for you to read. Sexual intimacy between client and therapist is never appropriate during or following a therapeutic relationship. The State Board of Psychologists in Sacramento investigates reports of such behavior.

**INDEPENDENT PRACTICE:** My office location in The Psychology Center allows my practice to benefit from collegial interaction with my very skilled peers, however my practice is completely independent from those of other clinicians in the Center and we are each separately responsible for our own policies and practices. My client records are not accessible to anyone but me.

### **Treatment Policies, Procedures and Approach**

**TREATMENT SESSIONS:** Therapy sessions are typically held once a week for forty-five to fifty minutes. Sessions are scheduled on a weekly basis until you and I mutually agree that a different time schedule is appropriate. Goals for therapy are determined within the first few sessions. These are periodically reviewed and refined. Termination occurs when we both agree that the goals have been satisfactorily addressed or there is some other reason to terminate, such as a required move. You have the right to terminate at any time; *I ask that you discuss your concerns with me for at least one session before you leave to allow for optimal closure to your therapy.* The most complete and optimal therapy concludes with a closure session.

**FEES FOR SERVICES AND USE OF INSURANCE BENEFITS:** The regular session fee for treatment services is \$250 for a 45-50 minute/hour session and is due *at the start* of your appointment, payable by **cash, check or Zelle direct deposit** only. Funds sent via Zelle to [mpkphd@gmail.com](mailto:mpkphd@gmail.com) are sent directly to my office account. Please make payment before or at the start of our session so that we may focus the session time on your issues and you can then comfortably leave directly at the close of session. Discussion of challenging material during a session is best served by this practice.

If you have insurance coverage that includes an “out-of-network benefit” you may be able to submit an itemized statement I can provide which is satisfactory for filing a reimbursement claim. At your request statements can be provided at your first session each month. Therapy is a significant personal and financial commitment. Please do not hesitate to discuss financial matters with me.

**CANCELLATIONS AND MISSED APPOINTMENTS:** When you schedule an appointment a full session time is reserved exclusively for you and cannot be made available to any other client. For this reason you are required to provide notice by phone to 949-494-0093 24 hours in advance if you must cancel a scheduled appointment. This allows you to avoid incurring the session fee and the time to be made available to other clients waiting to be scheduled. If, for any reason, you **do not provide notice 24 hours in advance of your appointment time or you do not show up for your scheduled session (i.e. “missed appointment”)** **you will be charged the regular fee** for the time reserved.

**CONFIDENTIALITY:** The information presented in therapy is personal and confidential. This information is also legally protected. The only circumstances when information could be shared without your prior written and verbal permission are when there is a clear intention to do harm to yourself or to someone else, when you have previously authorized your insurance company to have access to routine information and when a court subpoena is valid. I also have a legal and ethical responsibility to notify appropriate social agencies of any suspicion of emotional, physical or sexual abuse or neglect of a child, a dependent disabled adult or an elderly person. Please note that if you instigate a lawsuit, your mental status and all your records may become subject to court scrutiny. Even when I receive previously signed written authorizations from insurance or regarding legal matters, I will contact you to discuss whether I feel releasing all or some of the information is in your best interest. It is my general policy to forward all information to you, for you to release to your Insurance Company as you see fit.

**ORIENTATION AND CONFIDENTIALITY IN COUPLE, AND/OR FAMILY THERAPY:** When I treat you as part of a couple or family group, no information is released to outside parties without the written consent of all parties present. Minor children will also be asked for their consent. When we meet in individual sessions in the context of family therapy, no information is shared with other members of the family unless the individual (even though he/she may be a minor child) shares it himself/herself or indicates willingness for me to share. My orientation to family and marriage therapy is that children and individuals do better when the family remains intact except in cases of high conflict, domestic violence or child abuse. Family changes have a major impact on all involved. Careful consideration of the type and timing of family changes can offer significant help to the adjustment of all.

**CONSULTATION WITH PEERS:** I routinely consult with my therapist peers regarding cases. This is to insure my objectivity and that I do not overlook possible avenues to help you. I do not use my clients' names and try to omit all identifying information. Confidential records of these contacts are kept with your records and I inform you of the discussion if I feel it is helpful to you. If you have any questions or discomfort about this, please do not hesitate to discuss this with me.

**THERAPY AND PHYSICAL SYMPTOMS:** Physical symptoms are often the result of emotional stress. They can be reduced and even eliminated under certain therapy conditions. It is important, however, that an appropriate medical specialist review your current situation to ascertain the degree to which the symptom has a physical base. A physical exam is therefore required when a physical symptom is a primary concern. If there is a physical problem that affects your therapy, I will work closely with your medical specialist to coordinate treatments and services. It is important for you to let me know if you have a persistent physical discomfort. I will discuss a referral to another specialist with you.

**MEDICATIONS IN PSYCHOLOGICAL THERAPY:** As a psychologist I am trained to take a psychosocial approach to your care, and I am not licensed to prescribe medication. While many clients benefit from psychotherapy alone, some experience increased treatment response with a combination of therapy and medication. Depending on types of symptoms and conditions medications used to treat psychological conditions may or may not be a helpful aide in your situation. In the event that consideration of medication treatment seems potentially beneficial I will recommend an evaluation, refer and assist you in obtaining such a consultation with an experienced physician, preferably a psychiatrist as this is the medical specialty most highly trained in diagnosis and treatment of these conditions. It is your responsibility to inform me of any and all prescribed medications and changes in medications you take as they may significantly affect your mental status and therapy. It is also important that you are compliant with the course of treatment as prescribed by your physician. For some conditions however, therapy has been shown to be more effective than medications and I will inform you of my clinical opinion regarding how medications may affect or enhance your treatment.

**LIMITATIONS AS A THERAPIST:** In addition to my part-time, outpatient private practice I have other professional and personal responsibilities that limit my availability outside of session. I do not presently do hospital work or treat severe substance abuse cases. If we feel you require these special services or a higher level of care and access than I can provide, I will refer you to someone who offers these services. I will maintain contact with you and support you during the referral transition.

**PHONE CONTACT/VOICE MAIL SERVICE:** My office phone number is 949-494-0093. When in the office I am most often with a client, so I am rarely able to answer the phone personally. My

confidential voice mail service will take a message when I do not pick up the phone myself and will notify me that a message is waiting. Only I listen to these voicemail messages which I check frequently. I make every effort to return calls promptly, usually within a few hours but nearly always within the day except on evenings and weekends. If you do not receive a call back on a regular business day within 12 hours of when you leave a message, please call again in case I may not have received the message. If your situation involves a life threatening emergency that cannot wait for a call back you are advised to call 911 or go to your local hospital emergency room as your safety and the safety of others is the first priority in any situation.

**TELEPHONE CALLS AND E-MAILS BETWEEN SESSIONS:** Routine calls for the purpose of scheduling or billing information are an expected part of my service and not billed. Telephone calls or emails that are primarily therapeutic in nature and provide more than ten minutes of service will be prorated and billed at the usual rate. I schedule telephone contacts for some clients if it is appropriate to their goals and treatment or coaching. Sometimes we have telephone appointments when a client is out of town. **Use of email is for scheduling and general information only and I caution you NOT to include any identifying or clinical information in an email that you wish to be kept confidential as I am unable to guarantee the security of e-mail transmissions. My phone does not receive SMS so please DO NOT USE TEXTS to contact me** as the message will not be transmitted.

I encourage you to leave an email address with me so that if, as I sometimes do, I see an article or item of interest to you or I think of something useful I will pass it along. I cannot guarantee a timely response on emails so ***schedule changes and cancellations should be handled by phone***. For technological reasons email correspondence and cellular phone calls cannot be considered secure communications.

**REQUESTS FOR INFORMATION:** Insurance companies, health maintenance organizations, and preferred provider organizations sometimes require extensive documentation of your diagnosis, treatment plans and progress. While I am happy to comply with such requests, I must charge for my preparation time and routine costs if lengthy reports are required. Fees for report preparation will be billable at the regular rate and are not included in testimony charges. These organizations may not be covered by the same legal protection of privilege or confidentiality and may have no ethical guidelines. It is my policy to contact you directly when I receive written requests even when the request includes written authorizations to release information. I do this so we can discuss exactly what you wish released and how I might accomplish this.

It is important for you to be aware that by using third party payment, the releases you sign and/or the processing procedures followed might eliminate your legal protections of privilege and confidentiality. I find many of my clients are unaware of the existence of the Medical Information Bureau that has over 750 insurance companies as members. They share with other health, life and mortgage insurers, if you sign a general or specific release. For these reasons and because of the HIPAA regulations discussed elsewhere, when I am asked by you to release information I mail or give the original and a copy to you with an envelope so that you may forward it as you choose.

**LEGAL MATTERS:** Some situations involve legal matters. If you are involved in a legal situation of any kind, you are expected to sign the retainer agreement at the beginning of therapy. This is for your protection and mine. See retainer agreement under forms if this applies to you.

**RECORDS:** I regularly keep written records of our sessions. These records include date of meeting, who was present, how long we met and brief notes regarding the issues we discussed. I

also record quotes and specific details if issues of homicide, suicide, or abuse or neglect or other legal matters are discussed. I document calls to and from other care providers. These records are maintained seven (7) years after age 19 for a minor and seven (7) years after your last visit for an adult per California guidelines. After that they are retained in either full or summary form for an additional three (3) years.

**VACATION POLICY:** I will always inform you about my plans to be away from the office on the day(s) we usually meet. When I am not available at times other than our scheduled times, I will usually inform you in advance. In any case I will inform you of support resources available to you in my absence. Your signature on this form provides me with permission to share some information about your case with the on-call therapist when one is covering for me. For each vacation, I will inform you what information, if any, I feel it necessary to share and with whom.

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**SIGNATURES:** By initialing and signing below, you agree to the following statements.  
*(please read and initial each statement)*

- *I have read the materials presented in this disclosure statement.*
- *My signature indicates that I understand the information, agree with the conditions of therapy, either stated or implied here, and I agree to comply with them.*
- *I understand that once therapy begins, I retain the right to withdraw consent to participate in therapy at any time that seems appropriate.*
- *I will make every effort to discuss my concerns about the progress of therapy with you before I terminate.*
- *My signature below constitutes my informed consent to therapy services as described in this treatment contract.*

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Client's Signature	Date
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Client's Signature	Date
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Signature OF Responsible Party	Date
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(If client is a minor, dependent or if a party other than client accepts financial responsibility for client's care)

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<i>Mary Pat Kelly Ph.D.</i>	Date
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