Nancy A. Vierra, MFT Licensed Psychotherapist nancyvmft@gmail.com

# **Agreement for Treatment**

This Agreement for Treatment contains important information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires that this practitioner provide you with a Notice of Privacy Practices (the Notice). The Notice explains HIPAA and its application to your personal health information in greater detail.

# **Consent to Treat**

As a legally consenting individual, I agree that Nancy Vierra, MFT will provide psychological services and treatment and therapy to me. I understand that I have the right to terminate therapy at any time without incurring additional costs (as long as I have not cancelled inside the window of 36-hours).

# Emergencies

In the event of emergency, call 911, contact your primary physician, contact the Marin Community Mental Health Psychiatric Emergency Services at (415) 499-6666 or go to your local emergency room.

# Appointments

When an appointment cannot be kept, this therapist should be notified at least 36 hours in advance. It is always better to reschedule rather than cancelling an appointment at the last minute

# Sessions

Standard sessions are 50 minutes of the hour. Double sessions are 100 minutes or two psychotherapeutic hours. A session of one and one-half time is also available. These extended sessions are scheduled by appointment only.

# **Court Appearances/Court Processes**

By mutual agreement all services are intended for treatment and are not meant to be used for forensic purposes. Full written releases from all involved parties must be obtained prior to any request for communication with or attendance in court. Court appearances require a \$2000 retainer. Fees for court appearances are billed on a \$275 per hour fee schedule and include travel time to court or for the court process. Nancy A. Vierra, MFT Licensed Psychotherapist <u>nancyvmft@gmail.com</u>

In lieu of court appearance in a child custody case, phone consultation with your attorneys, a commissioner, an evaluator or a judge will be charged at the \$275 hourly rate.

Full written releases are required for all communications.

Should the client be involved in a court process that involves the question of the client's state of mind, a subpoena from the attorney's will be honored. Otherwise, a court order is required for parts of the formal client record.

#### **Right to Discontinue Treatment**

I understand that Nancy Vierra, MFT has the right to discontinue treatment for any appropriate reason, including but not limited to, repeated lateness or cancellations. In such cases, the client or the client's personal representative agrees to accept full responsibility for pursuing alternate professional mental health care.

#### Fees

I understand that I am expected to pay for each session at the time it is held. I also understand that if I have not brought my account up to date, that within 60 days my account will be referred to collection and that this therapist has the right to use legal means to secure payment. This may involve a collection agency or small claims court--which will require disclosure of otherwise confidential information.

Fees must be paid by personal check, cash or Zelle.

There may be additional fees for site visits, report writing, letter writing, report review, e-mail, texts, travel as well as administrative and billing requests.

The agreed upon fee for a 50 minute session is \$\_\_\_\_\_.

**Client Initials** 

For all clients, there will be an annual fee increase each new year. You will be notified of this in writing prior to the adjustment of your fee.

# Limits of Confidentiality

Both federal and state law protect the privacy of all communications between a client and psychotherapist. In many situations, this office can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements. See the Notice of Privacy Practices, which explain HIPAA and its application to your personal health information in greater detail. There are other situations that require only that you provide written,

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advance consent. Your signature on this Agreement provides consent for those activities including:

This therapist may find it helpful to consult with other practitioners about your progress or treatment.

Disclosures required to collect overdue fees are discussed elsewhere in this agreement.

Your therapist is a mandated reporter, which means that in certain situations she is required to report to government agencies.

-When there is concern of danger or injury to protected classes of people including elders, children and those that are dependent on the care of others as well as individuals suffering from HIV.

-When there is concern over your own health and safety, including risk of suicide or grave disability due to mental health. This may include hospitalization, contact with family or others who may provide protection.

-When there is concern over your ability to threaten, endanger, harm or put at risk another individual.

# Administrative Services, Communication, Reports and Paperwork

In most circumstances, there will be a charge for any copying of your records. For more involved reports or letters or recommendations for school, work or other purposes, therapist time will be charged at the same rate as appointments (pro-rated per the amount of time).

Telephone consults will also be charged at the same rate as appointments and pro-rated (as described above).

Other communications and consultations via phone, computer, text or inperson will be charged at the above stated rate.

# Medical Examiner's Office

In the event of my death, I release and hold harmless the psychotherapy practice of Nancy Vierra, MFT as the custodian of my clinical record from any and all liability resulting from or arising out of the release of my record to the medical examiner's office pursuant to state law.

# Nancy A. Vierra, MFT Licensed Psychotherapist <u>nancyvmft@gmail.com</u>

# YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO ITS TERMS.

Signature of Patient

Date at Signing

Birthdate