

# **Sedigheh “Dokie Riahi” Kashani, M.A., MFT**

**Licensed Marriage and Family Therapist**

**MFC#: 48455**

**850 Middlefield Rd., Suite 4**

**Palo Alto, CA 94301**

**Phone: 408-691-6528**

**Fax: 650-485-2511**

## **AGREEMENT FOR SERVICE/INFORMED CONSENT FOR ADULTS**

### *Introduction*

This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask your therapist any questions that you may have regarding its contents.

This Agreement is intended to provide \_\_\_\_\_  
Client’s name (print)

(herein “Client”) with important information regarding the practices, policies and procedures of Sedigheh Dokie Riahi Kashani (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Please read and initial the following important information regarding the treatment provided to Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing this document.

### *Therapist Background and Qualifications*

Therapist has been providing counseling since 2006, working primarily with children, adolescents, adults, families, parent-child units, and couples facing adjustment challenges (separation, relocation, retirement, school transition, etc.), relationship problems (dynamics between parent-child, siblings, couples, peers, etc.), anxiety, depression, abuse, trauma, parental abandonment, adoption, bullying, low self-esteem, self-injurious behaviors, grief, ADHD, and various physical and/or cognitive disabilities. Therapist has experience in individual and group therapy, school-based counseling, and outpatient agency work. Having worked with a diverse group of clientele (Caucasian, Asian, African-American, Hispanic, low social economic, those with disabilities, single parents, multigenerational family units, adopted children, members with various sexual orientations, etc.), Therapist possesses great cultural sensitivity. In working with clients, Therapist considers early life experiences (Object Relations); age and life transitions (developmental theories); the impact of the environment and the family unit (systems theory); the role of thoughts, feelings, and actions (Cognitive-Behavioral Therapy); and client’s resources (Solution-Focused Therapy). Subsequently, Therapist may utilize exploration, psycho-education, task-assignment, and play and art activities.

### *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. Based upon the information provided by Client regarding his/her specific situation, Therapist will provide recommendations for treatment. Since Therapist and Client are partners in the therapeutic process, Client has the right to agree or disagree with Therapist’s recommendations. Therapist will periodically provide Client feedback regarding treatment progress and invite Client’s participation in the discussion.

While Therapist may utilize clinical knowledge and psychological guidance to assist Client in exploring life options, Client's ultimate actions are his/her sole responsibility.

Participating in therapy may result in a number of benefits to Client including, but not limited to, reducing stress and anxiety; decreasing negative thoughts and self-sabotaging behaviors; improving interpersonal relationships; enhancing comfort in social, work, and family settings; increasing capacity for intimacy; improving self-confidence; and resolving specific concerns that led Client to seek therapy. Such benefits may also require substantial effort on the part of Client, 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 Client.

During the therapeutic process, many Clients 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. Due to the varying nature and severity of problems and the uniqueness of each Client, Therapist is unable to predict the length of therapy or to guarantee a specific outcome or result.

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### Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except when required or permitted by law.

Disclosure is required by law when reporting reasonable suspicion of child, elder and dependent adult abuse and/or neglect (past or present), when Client makes a serious threat of violence towards a reasonably identifiable victim, when Client is dangerous to him/herself or the person or property of another, when Client is deemed to be gravely disabled, or when a court of law issues a legitimate subpoena for Client's records. Be advised that in cases in which Client makes a serious imminent threat to others, Therapist is required by law to protect potential victims by notifying them and/or the legal authorities so that protective measures can be taken. In addition, a federal law known as The Patriot Act of 2001 requires therapists contacted by FBI agents to provide books, records, papers, documents and other items relating to Client, while prohibiting the therapist from disclosing to Client that the FBI sought or obtained the items.

Disclosure may be required if Client initiates litigation placing his/her mental status at issue in a lawsuit. Being that in couple or family therapy the entire couple or family (the treatment unit) is seen as the Client, Therapist will not release records to any outside party unless all person(s) who participated in the treatment unit provide their written authorization.

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### Confidentiality and Couple or Family Therapy

In couple or family therapy the couple or family (the treatment unit) is seen as the Client.

During the course of therapy with a couple or a family, Therapist may see a smaller part of the treatment unit (e.g., an individual, two siblings, etc.) for one or more sessions. These sessions should be seen as a part of the work that Therapist is doing with the couple or family, unless otherwise indicated. If any member of the

treatment unit is involved in one or more of such sessions with Therapist, please understand that these sessions are confidential in the sense that Therapist will not release any confidential information to a third party unless required by law or given written authorization. In fact, since these sessions can and should be considered a part of the family or couple therapy, Therapist would also seek the authorization of all other individuals in the treatment unit before releasing confidential information to a third party.

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### Treatment of “Secrets” in Family and Couple Therapy

Clients, who participate in couple or family therapy, should be advised that Therapist considers the couple or family (the treatment unit) to be the Client. In such cases, in order to prevent, to the extent possible, conflicts of interest arising where an individual’s interests may not be consistent with the interests of the unit being treated, Therapist will abide by a “no-secrets” policy—meaning that Therapist needs to ensure that information learned in a session consisting of only a portion of the treatment unit is known by the entire treatment unit. For instance, information learned in the course of a session with one member of the family or couple may be relevant or even essential to the proper treatment of the entire treatment unit (i.e., the couple or the family as a whole). If Therapist is not free to exercise clinical judgment regarding the need to bring this information to the family or the couple during their therapy, Therapist might be placed in a situation where treatment of the couple or the family would need to be terminated. This policy is intended to prevent the need for such a termination. Hence, in order to more effectively serve the unit being treated, Therapist will make clinical judgment as to whether, when, and to what extent to make disclosures to the treatment unit, and will also, if appropriate, first give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. Thus, if Client feels it necessary to talk about matters that he/she absolutely wants to be shared with no one else, Client might want to consult with an individual therapist who can treat him/her individually. Do not hesitate to ask Therapist any question regarding the “no secrets” policy and how it may apply.

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### Confidentiality During None Face-to-Face Communications

It is very important to be aware that e-mail and cell phone communication can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that the server has unlimited and direct access to all e-mails that go through them. Faxes and items sent by the postal services can easily be sent erroneously to the wrong address. Subsequently, Therapist will not be utilizing e-mail to communicate with Client. Clients who decide to avoid or limit in any way the use of any or all of the above mentioned communication devices should notify Therapist. Please do not use e-mail or faxes for emergencies.

**Please be advised that Therapist will be using her confidential work cell phone to contact Client and/or any authorized third-party during normal business hours.**

Client should indicate his/her preferred means of being contacted by checking one or more of the choices listed below. Clients who do not wish to be contacted at a particular time or place, or by a particular means should inform Therapist.

- My therapist may call me at my home. My home phone number is: \_\_\_\_\_
- My therapist may call me on my cell phone. My cell phone number is: \_\_\_\_\_
- My therapist may call me at work. My work phone number is: \_\_\_\_\_
- My therapist may send mail to me at my home address. My home address is: \_\_\_\_\_
- My therapist may send mail to me at my work address. My work address is: \_\_\_\_\_

- My therapist may communicate with me by email. My email address is: \_\_\_\_\_  
(Please note that, with the possible exception of sending potential clients initial documents, Therapist will not initiate e-mail contact and will merely send a reply noting “retrieval confirmation” should Client contact Therapist via e-mail.)
- My therapist may send a fax to me. My fax number is: \_\_\_\_\_  
Do not contact me or leave voicemails for me at: \_\_\_\_\_

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Client Litigation

Therapist will not voluntarily participate in any litigation (such as, but not limited to, divorce, injuries, lawsuits, etc.), or custody disputes 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 Client’s legal matter(s). 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 herself available for such court appearances and/or preparations at an hourly rate of \$250.00.

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Psychotherapist-Client 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 Client is the holder of the psychotherapist-client privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-client privilege on Client’s behalf unless instructed, in writing, to do otherwise by Client. Since in the case of couple and family therapy the treatment unit is considered the Client, the written authorization of all individuals involved in the treatment unit must be obtained by Therapist before Therapist can release any information to the court. 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.

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Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultations with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Client.

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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 her normal record keeping process at the request of any Client. 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 with

Client's written authorization. In the event that copies or summaries of records are provided, Client will be charged a minimum of \$0.25 per page and a pro rata fee for any labor involved in making copies and/or summaries. 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.

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### Fee and Fee Arrangements

Therapist's customary fee for service is:

\$ 120.00 per 50-minute therapy session (customary designated length for individual, collateral, or parental coaching)

\$ 200.00 per 80-minute therapy conjoint session (customary designated length for parent-child units, sibling units, families, etc.)

\$ N/A per 110-minute group therapy session

The agreed upon fee between Therapist and Client is \$ \_\_\_\_\_ for \_\_\_\_\_ minutes.

Sessions longer than the specified length noted above are charged for the additional time pro rata. Therapist reserves the right to periodically adjust these fees. Client will be notified of any fee adjustment in advance. A list of referral(s) to other mental health professionals will be offered to Client(s) if Client(s) and Therapists cannot reach an agreement regarding fees. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payers, or by agreement with Therapist. Client is responsible for payment of the agreed upon session fee as well as fees on a pro rata basis for any extended session, and all fees not covered by third-party payers.

Session fees (including deductibles and co-pays) are payable at the start of each session and pro rata fees (recruited as a result of extended sessions or services offered between sessions) will be collected at the beginning of the next face-to-face session.

From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than 10 minutes. In addition, occasionally, 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 of the agreed upon fee (on a pro rata basis) for any telephone calls with third parties that is longer than 10 minutes. Furthermore, any site visits, report writing and reading, consultation with other professionals, reading records, travel time, etc. initiated and/or requested by Client will be charged on a pro rata basis, unless indicated and agreed otherwise.

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### Insurance

Therapist is a contracted provider with some insurance companies and has agreed to a specified fee. If Client intends to use benefits of his/her health insurance policy, Client agrees to inform Therapist in advance and to clarify if his/her insurance is compatible with Therapist's contracted panels.

Client is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payer. Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Client should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions.

In case in which Therapist is not contracted with Client's insurance company or manage care organization Therapist is willing to:

- Provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid. Please note that this indicates that Client must pay Therapist at the time of services and than seek reimbursement from his/her their third-party payer.
- Consult with Client to see if he/she qualifies for an income based reduced fee. Client wishing to explore this option, should inform Therapist in advance.

As is indicated in the section *Health Insurance and Confidentiality of Records*, Client must be aware that submitting a mental health invoice to third-parties for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is the responsibility of Client to verify the specifics of his/her coverage.

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### Health Insurance and Confidentiality of Records

Disclosure of confidential information may be required by Client's health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If Client instructs Therapist through a written authorization, only the minimum necessary information will be communicated to the carrier. Therapist has no control or knowledge over what insurance companies do with the information submitted or who has access to this information. Client must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or future capacity to obtain health or life insurance. The risk stems from the fact that accessibility to companies' computers is inherently vulnerable to unauthorized access. Medical data has been reported to be sold, stolen, or accessed by enforcement agencies, which put Client in a vulnerable position.

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### Sliding Scale

Therapist has very limited openings for clients seeking sliding fee accommodations. A sliding scale is offered based on income and will be renegotiated as Client's income changes. Should Client(s) need such accommodations, he/she should discuss the issue with Therapist.

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### Financial Information

Annual household income of Representative(s) \_\_\_\_\_

Number of people in household \_\_\_\_\_

How do you intend to pay for treatment? (cash, check, insurance) \_\_\_\_\_

#### ***If planning to use health insurance:***

Name of insurance company \_\_\_\_\_

Policy number \_\_\_\_\_ Group number \_\_\_\_\_

Telephone number \_\_\_\_\_

Name of insurance company \_\_\_\_\_

Policy number \_\_\_\_\_ Group number \_\_\_\_\_

Telephone number \_\_\_\_\_

Therapist will obtain a copy of Client's insurance card(s) at the initial visit. \_\_\_\_\_

### Cancellation Policy

Sessions are typically scheduled once a week at a consistent time, if possible. Therapist may suggest a different frequency of sessions depending on the nature and severity of Client's concerns. Client's consistent attendance greatly contributes to a successful outcome. Since scheduling of an appointment involves the reservation of time specifically for Client, a minimum of **24 hours (1 full day)** notice is required for rescheduling or cancelling an appointment. The full fee will be charged for sessions missed without such advanced notification. Be aware that if Client is more than 15 minutes late for his/her appointment without informing Therapist, it will be assumed that Client is not attending the scheduled appointment, will lose his/her appointment slot for that day, and will be charged the full session amount. Most insurance companies do not reimburse for missed sessions. Hence, unless Therapist and Client have reached a different agreement in writing, Client will be responsible for the fee of the missed session. All cancellations must be done in person at previous session or by calling 408-691-6528.

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### 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's 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.

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### Therapist Availability

Telephone consultations between office visits are welcome; however, Therapist will attempt to keep those contacts brief due to the belief that important issues are better addressed within regularly scheduled sessions. Client can leave a message at any time on Therapist's confidential voicemail noting that Therapist will not check messages after 5pm on work days. Therapist will make every effort to return routine calls within 24-48 hours (or within two business days), but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service and does not carry a pager. **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.**

In cases where Therapist will be unavailable to Client for an extended period due to personal/health reasons or vacation, Client will be provided the contact information of other mental health services.

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### 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 Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, except negligence, that may result from such treatment. In addition, Client understands that he/she is financially responsible to Therapist for all charges, including unpaid charges by Client's insurance company or any other third-party payer.

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Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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Name and Relation of Support Person (print)	Date	Signature
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Name and Relation of Support Person (print)	Date	Signature
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Dokie Riahi, LMFT Therapist (print)	Date	Signature
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