

**F. J. Fihn, MA,**  
**Marriage & Family Therapist, License #35136**  
**Certified Drug & Alcohol Counselor (CADC-II)**  
**Certified Sex Addiction Therapist (CSAT)**

Office Policy and Consent for Counseling Services

INFORMATION REQUIRED FOR TREATMENT:

I ask my clients to sign a consent form so that I can contact other treatment providers, in order to collect additional information about you and to appropriately coordinate your care.

CONFIDENTIALITY POLICY:

All information disclosed within session, and the written records pertaining to the sessions are confidential and may not be revealed to anyone without your written permission, except when disclosure is required by law. Most of the provisions explaining when the law requires disclosure are described in the Notice of Privacy Practices that is included in this document.

WHEN DISCLOSURE IS REQUIRED BY LAW:

Some of the circumstances where disclosure is required by law are as follows: (1) when there is reasonable suspicion of child, dependent, or elder abuse or neglect; (2) when a client presents a danger to self, to others, to property, or is gravely disabled. As of 2014, please note that Marriage and Family Therapists practicing in the State of California, in addition to other mandated reporting responsibilities as outlined in the section above, are now mandated reporters of therapy clients who knowingly download, stream, or access through any electronic or digital media, film, photograph videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct. This includes any sexual images, child pornography, child sexual abuse, child sexual exploitation, or any images that could legally be considered as child pornography. A child includes all persons, male and female, under 18 years of age.

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If you have been, or are currently viewing or exchanging internet child pornography, or any other form of child pornography that falls into this category, and you are seeking support for sexual and (or) pornography addiction, please be advised that should you choose to disclose this in a session with Jerry Fihn, LMFT, or should you disclose this information via an assessment tool that is administered as part of your treatment, such as the Sexual Dependency Inventory (DSI), or should you disclose this during an individual, group, or couple's session in my office, via zoom, email, text, phone, or out of session, it is important for you to understand that all therapists are now mandated by law to report this and to include with the report the client's name, phone number, email address, and identifying information. It is your right to know this prior to beginning treatment if you are seeking support for sex or pornography addiction in the State of California.

Please sign and date here if you are seeking treatment for sex, or pornography addiction and understand the above stated law and mandated reporting responsibilities as they relate to child pornography.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you are seeking therapy for sex, or pornography addiction, but this does not include child pornography, or sex with minors, please initial here: \_\_\_\_\_

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\*\* Important for partners, spouse, and family members of sex or pornography addicts: If you are a spouse, partner, family member, friend, or child of a sex or pornography addict who may or may not be seeking counseling here or elsewhere, and you choose to disclose to this therapist in individual therapy, group therapy, couples therapy, or via an out-of-session communication including email, text, letter, or phone call, that your spouse, partner, family member, or friend has viewed or downloaded child pornography, or acted out sexually with a minor (any person under the age of 18), and this is why you are seeking treatment, please understand that due to changes in California State law, as outlined above, this Marriage and Family Therapist is mandated and must report this information to the appropriate authorities.

Signature of other: \_\_\_\_\_ Date: \_\_\_\_\_

**WHEN DISCLOSURE MAY BE REQUIRED:**

Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain psychotherapy records and (or) testimony by you. In couple, and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple, or among the family members. I have a "No Secrets Policy" and will use clinical judgment when revealing such information in couples or family sessions. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

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**CONFIDENTIALITY OF COMMUNICATION FOR FAMILY MEMBERS WITH MINOR CHILDREN IN  
TREATMENT:**

When a minor child receives treatment, parents who are legal guardians of the child are legally entitled to have access to certain information about treatment. This therapist will notify parents/legal guardians if a minor child's safety or health is at imminent risk due to a behavioral or emotional problem. However, this therapist reserves the right to use judgment in limiting other communications to parents or legal guardians in the best interests of the child. Where disclosing information would be detrimental to the health, safety, well-being of the child, or would jeopardize further treatment. In the initial assessment, this therapist will discuss details with parents/legal guardians about what specific information may be disclosed and circumstances where sharing information might be determined to be detrimental to treatment.

**EMAIL, CELL PHONE COMMUNICATIONS:**

Computers, emails, and cell phone communication may be accessed or hacked into by unauthorized people, and hence can possibly compromise your privacy and confidentiality. Additionally, my emails are not encrypted, though my computer is equipped with a firewall, a virus protection, and passwords. If you communicate confidential or private information via email, or cell phone to voice mail, it is assumed that you have made an informed decision, and that you understand the risk that such communication may pose. Please do not use email for emergencies.

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**EMERGENCIES AND YOUR SAFETY**

It is important for me to have on file a person(s) to contact in the event of an emergency during treatment. If there is a concern about your personal safety, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself, or others, and to ensure that you receive proper medical care. To that end, I may contact the person(s) whose name(s) you have provided, the police, and (or) a hospital.

Please be aware that my office hours fluctuate, and I may not be immediately available to respond to an emergency occurring outside of my office.

**FOR ANY EMERGENCY THAT IS LIFE THREATENING  
PLEASE CALL 911**

Other agencies to call:

Santa Clara County Crisis Hotline: (408) 279-3312

Santa Cruz County Behavioral Health Crisis Services: (800) 952-2335

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**MEDIATION AND ARBITRATION:**

All disputes arising out of, or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement. The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. If mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Santa Clara County or Santa Cruz County, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

**LITIGATION LIITATION:**

Due to the nature of the therapeutic process and the fact that it often involves a full disclosure of a confidential nature, should you become involved in a legal proceeding (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.) neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or any other proceeding, nor with a disclosure of the psychotherapy records be requested unless otherwise agreed upon. I do not provide custody evaluations, or recommendations, or medication prescriptions, or legal counsel, as these do not fall within my scope of practice. Should the Court subpoena me, and (or) my records, I will require a five-thousand-dollar (\$5,000.000) retainer fee. My fee for an in-court appearance, whether I testify or not, is a four-hour flat fee of Eight hundred dollars (\$800.00), whether I'm in court for four hours or not. If more than four hours, each half-hour will constitute another hour at Two hundred dollars per hour (\$200.00). Fees will be deducted, and accounted for from the Retainer Fee, to include phone conversations, writing and gathering records meetings with you or with lawyers, depositions, in court presence, whether I testify or not. Travel will be charged at the current IRS allowable per mile rate, plus food, lodging, and travel time between my office or residence.

PLEASE SIGN AND DATE, INDICATING YOU HAVE READ THE LITIGATION LIMITATION CLAUSE:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**RECORDS AND YOUR RIGHT TO REVIEW THEM:**

Both the law and the standards of practice require treatment records to be kept for at least seven (7) years. If you have concerns regarding your treatment records, please discuss them with me. As a client you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances. Upon your written request, records can be provided to an appropriate and legitimate mental health professional, unless I assess that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couples and family therapy, records can only be released with signed authorizations from all adults (or all those who legally can authorize such a release) involved in treatment.

**NOTICE TO CLIENTS:**

The board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Licensed Marriage & Family Therapists. You may contact the board online at [www.bbs.gov](http://www.bbs.gov) , or by calling (916) 574-7830

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PAYMENTS AND INSURANCE:

My current standard fee will be disclosed and agreed upon prior to your first appointment. Clients are expected to pay at each session, which will be fifty (50) minutes. There is a 24-hour cancellation policy. Any cancellation less than 24 hours' notice will be charged at the full session rate. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, travel time, longer sessions will be charged at the same session rate, unless agreed upon otherwise.

My current 50-minute session fee for individuals is \$150.00; for couples, it is \$200.00. My fee for a double session at 110 minutes is \$300.00 / \$400.00 respectively. Any session a client needs or desires to go longer than the initial 50-minutes, will be charged at an additional \$75.00/\$100.00 per half hour respectively.

Please notify me if any problems arise during therapy regarding your ability to pay the standard fee. Payments may be made by credit/debit card. If you carry medical insurance, please know that my services are rendered and charged to you, the client, not your insurance carrier. I can provide you with a receipt, known as a Super Bill, that you can submit to your insurance carrier for reimbursement back to you. Check with your insurance policy for their reimbursement policies for out-of-network psychotherapeutic services. Also, please be aware that submitting a mental health Super Bill for reimbursement carries a certain amount of risk to you confidentiality rights.

If your account becomes overdue, and we have no written agreement on a payment plan, I can use legal or other means (courts, collection agencies, etc) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine the sum.

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## NOTICE TO CLIENTS AND PROSPECTIVE CLIENTS

### GOOD FAITH ESTIMATE NOTICE

Under the law, healthcare providers need to give clients who don't have insurance or who are not using insurance, an estimate of the expected charges for medical services including psychotherapy services.

You have the right to receive a GOOD FAITH ESTIMATE for the total expected cost of any non-emergency healthcare services, including psychotherapy services.

You can ask your healthcare provider, and any other provider you choose, for a GOOD FAITH ESTIMATE before you schedule a service, or at any time during treatment.

If you receive a bill that is at least \$400.00 more than your GOOD FAITH ESTIMATE, you can dispute the bill. Make sure to save a copy or picture of your GOOD FAITH ESTIMATE.

For questions or more information about your right to a GOOD FAITH ESTIMATE, or how to dispute a bill, visit: [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises)

Client's initials: \_\_\_\_\_

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THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:

Participation in therapy can result in several benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working towards these benefits requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change thoughts, feelings and (or) behavioral patterns. During evaluation or the therapeutic process, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions, or perceptions, or propose different ways of looking at, thinking about, or handling situations. Sometimes, being challenged can cause you to feel very upset, angry, depressed, or disappointed. Attempting to resolve issues that brought you to therapy, such as, personal, or interpersonal relationships, may result in changes that were not originally intended. For example, psychotherapy may result in decisions about changing behaviors employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member can be viewed negatively by another family member. Change will sometimes be easy and swift, but more often it can be slow and possibly even frustrating. There is no guarantee that psychotherapy will produce positive or intended results.

After the first several sessions, I will assess if I can be of therapeutic benefit to you. If I determine that you would be better served by another mental health professional, I will give you at least three referrals for you to contact. If, during the course of therapy, it becomes apparent to me the process is not effective in helping you reach your therapeutic goals, or that you are noncompliant, I will make you aware of my assessment so that we can discuss whether to continue to work together or refer you to another mental health professional. If your are referred out, and if you authorize it in writing, I will communicate with that therapist in order to assist with the transition. You have the right to terminate therapy at any time. If termination is a result of you reaching your therapeutic goals, you may call back at any time in the future to schedule an appointment. If you have not contacted me or have scheduled an appointment in ninety (90) days, your therapy has been terminated and I am no longer your therapist of record. You may, at any time, call to reinstate your client status as current by scheduling and keeping an appointment with me.

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I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE AFORE MENTIONED OFFICE  
POLICIES AND GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY

CLIENT'S NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

