

Jerry Fihn, MA. LMFT, CADC-II, CSAT
Licensed Marriage and Family Therapist: #53136

Office Policy and Consent for Counseling Services

GENERAL INFORMATION:

Welcome to the counseling services of Jerry Fihn.
Licensed Marriage and Family Therapist
License #53136.

Office located at: The Christian Counseling Center
3880 South Bascom Avenue, Suite 111
San Jose, CA 95124
Private Voicemail: (408) 566-3683

INFORMATION REQUIRED FOR TREATMENT:

I ask my clients to sign a consent form so that I am able to contact any other treatment providers (psychologists, psychiatrists, social workers, medical doctors, etc) in order to collect additional information about you and to appropriately coordinate your care.

Confidentiality Policy:

All information disclosed within sessions, and the written records pertaining to those 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 you received with this form.

When Disclosure is Required by Law:

Some of the circumstances where disclosure is required by law are as follows: (1) when there is a reasonable suspicion of child, dependent or elder abuse or neglect; or (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 the 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, a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
3060 Valencia Ave. Suite 7, Aptos, CA 95003
408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

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 the age of 18 years of age. 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 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 SDI [Sexual Dependency Inventory], or should you disclose this during an individual, group, or couple's session in the office, or via email, text, phone or mail 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 a client's name, phone number 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 and/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 and pornography addiction, but this does not include child pornography, or sex with minors please **initial here:** _____

*Important for Partners, Spouse and Family Members of Sex and 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, a Marriage and Family Therapist is a mandated reporter and must report this information to the appropriate authorities.

Signature of other: _____ **Date** _____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
 3060 Valencia Ave. Suite 7, Aptos, CA 95003
 408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

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 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.

Confidentiality of Communications 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/legal guardians in the best interests of the child where disclosing information would be detrimental to the health, safety, or well-being of the child or would jeopardize further treatment. In the initial assessment this therapist will discuss details with you about what specific information may be disclosed and circumstances where sharing information might be determined to be detrimental to treatment.

Consultation:

I do consult on a regular basis with other professionals regarding the care of my clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

Clients initials _____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
3060 Valencia Ave. Suite 7, Aptos, CA 95003
408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

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, others, and to ensure that you receive the proper medical care. To that end, I may contact the person(s) whose name(s) you have provided, the police, 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. If you have crisis or urgent need for support, please call my voicemail 1- (408) 566-3683. I do listen to my voicemail periodically throughout the day during regular business hours, but cannot guarantee availability for immediate, urgent, or crisis situations.

Other agencies available to call:

Santa Clara County Crisis Line: 1(408) 279-3312

Emergency Psychiatric Services: 1(408) 885-6100

FOR ANY EMERGENCY THAT IS LIFE THREATENING PLEASE CALL 911.

Client initials_____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
3060 Valencia Ave. Suite 7, Aptos, CA 95003
408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

Email, Cell phone Communication:

Computers, emails, and cell phone communication may be accessed/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 a password.

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.

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. In the vent that mediation is unsuccessful any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Jose, California in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

Litigation Limitation:

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 agree upon. I do not provide custody evaluation or recommendation, 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 (\$5,000.00) retainer fee, from which I will deduct my time at one hundred and fifty dollars (\$150.00) per hour; to include phone conversations, writing and gathering records, meetings with you or with lawyers, depositions, in court presence (whether I testify or not), travel at the current IRS allowed rate per mile + my time, food, and lodging (if needed). Itemized charges will accompany statements sent to you.

Please sign and date here, indicating you have read the Litigation Limitation clause:

Client signature: _____ **Date:** _____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
 3060 Valencia Ave. Suite 7, Aptos, CA 95003
 408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

Records and Your Right to Review Them:

Both the law and the standards of practice require treatment records be kept for at least seven 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 form all the adults (or all those who legally can authorize such a release) involved in the treatment.

Client initials_____

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 is 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, etc. will be charged at the same session rate, pro-rated for the amount of time involved, unless agreed upon otherwise. Please notify me if any problems arise during the course of therapy regarding your ability to pay the standard fee. Payments may be made by cash, check or credit card. Returned checks will be charged a return check fee of \$35. If you carry medical insurance, please know that my services are rendered and charged to you the client and not the insurance company. I can provide you with a receipt on a monthly basis that you can submit to your insurance company for reimbursement back to you. Check with your insurance company as some policies don't reimburse for out of network healthcare. Also, please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to your 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.

Client initials_____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
 3060 Valencia Ave. Suite 7, Aptos, CA 95003
 408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation and Scope of Practice:

Participation in therapy can result in a number of 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. 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.

Client initials _____

15951 Los Gatos Blvd. Suite 13, Los Gatos, CA 95032
3060 Valencia Ave. Suite 7, Aptos, CA 95003
408-566-3683 jerryf.mft@gmail.com

Jerry Fihn, MA. Licensed Marriage and Family Therapist: LMFT #53136

Office Policy and Consent for Counseling Services

Termination:

After the first several sessions, I will assess if I can be of 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 to reach your therapeutic goals, or that you are non-compliant, I will make you aware of my assessment so that we can discuss whether to continue or to refer you to another mental health professional. If you 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, I am no longer your therapist of record, and therapy has been terminated. You may, at any time, call to reinstate your client status as current, by scheduling and keeping an appointment with me.

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

Client's Name (print): _____

Signature: _____ **Date:** _____

Client's Name (print): _____

Signature: _____ **Date:** _____