

Christopher M. Cincotta, M.S.  
Licensed Marriage and Family Therapist  
MFC#53916  
30101 Town Center Drive Suite 202D, Laguna Niguel, CA 92677  
Phone: 650-218-6150  
Email: chris@chriscincottamft.com

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

### **Introduction**

This Agreement is intended to provide [name of client] \_\_\_\_\_ (herein "Client") with important information regarding the practices, policies and procedures of Christopher M. Cincotta (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

### **Therapist Background and Qualifications**

Therapist is a practicing licensed marriage and family therapist (LMFT) who works with individuals, couples, and families on relational and intrapersonal problems, and specializes in treating anxiety disorders, depression, obsessive-compulsive and spectrum disorders, and posttraumatic stress disorder. Therapist has experience working with a diverse population of clients in community, school-based, and private practice settings, suffering from a variety of conditions. Therapist has received advanced training from the Beck Institute, the Center for the Treatment and Study of Anxiety, Behavioral Therapy Training Institute, the Virtual Professional Training Institute, and the EMDR Institute.

Therapist's theoretical orientation can be described as cognitive-behavioral and mindfulness-based. Cognitive-behavioral therapy (CBT) is an evidence-based practice that places emphasis on changing one's thinking, behavior, and physical sensations, which has been proven through research to change the way one feels both emotionally and physically. Research has shown CBT to be highly effective in the treatment of a variety of problems area, and especially for the treatment of depression, anxiety, and anxiety related disorders. CBT can generally be thought of as very collaborative, present and future focused, structured, and relatively brief. Length of treatment typically lasts for 3-5 months but has been shown to last a greater amount of time. Every client moves at his/her own pace and comfort level, and there will be no pressure to conform to any amount set amount of time.

Mindfulness is a way of responding to one's thoughts, feelings, behaviors, and physical sensations in a nonjudgmental and non-reacting way through self-observation in the present moment. Research has shown that the practice of mindfulness-based practices to be highly effective in regulating one's emotion, fostering the qualities of acceptance, and building one's ability for compassion in oneself and others.

In addition, eye-movement desensitization and reprocessing (EMDR) is an evidence-based approach that has shown to be effective for many different conditions, and especially in the treatment of posttraumatic stress disorder/trauma.

Consent is required before any treatment begins, and be given enough information to make an informed decision. Client has the right to change course of treatment, be given supplemental resources and materials, and refuse or stop treatment at any time throughout the treatment process.

### **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, overcome problems and difficulties presently experienced, and provide direction for the future. 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.

Participating in therapy may result in a number of benefits to Client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. 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 engage with in-session activities and out-of-session homework. However, 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, as well as, exposure to anxiety provoking thoughts, images, and situations. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will ask Client to confront or test a particular situation, help to examine one's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes. Client should be aware that any decision on the status of his/her particular situation 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.

### **Professional Consultation**

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

### **Records and Record Keeping**

Record keeping will be conducted through an online Health Insurance Portability and Accountability Act (HIPAA) compliant psychotherapy program specifically designed for the confidential recording, communication, and storage of client information. While extensive security safeguards are in place, there is always some risk of inadvertent disclosure of information in the use of such methods.

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 his/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. 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.

### **Confidentiality**

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a patient makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another.

Therapist will use a variety of electronic tools including computer, internet, email, telephone, cell phone, and fax/copier machines. While extensive security safeguards are in place, there is always some risk of inadvertent disclosure of information in the use of such tools.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute 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. 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 him/herself available for such an appearance at Therapist's usual and customary hourly rate of \$125.

### **Psychotherapist-Patient Privilege**

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient 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-patient privilege. Typically, the client is the holder of the psychotherapist-patient privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Client's behalf until instructed, in writing, to do otherwise by Client and Client's representative. Client should be aware that he/she might be waiving the psychotherapist-patient 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-patient privilege with his/her attorney.

### **Fee and Fee Arrangements**

The usual and customary fee for service is \$125 per 50-minute session, and \$175 per 90-minute session.

Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment at least 30 days in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist.

The agreed upon fee between Therapist and Client is \_\_\_\_\_. Therapist reserves the right to periodically adjust fee. Patient will be notified of any fee adjustment at least 30 days in advance.

Depending on course of treatment, Therapist and Client may use telephone and/or email to check-in between sessions to help facilitate homework activities. Therapist reserves the right to limit the length and frequency of contact. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at client's request and with Client's advance written authorization.

Client is expected to pay the full fee at beginning of every session. Therapist accepts cash, checks, and major credit cards, including Visa, MasterCard, American Express, and Discover.

### **Insurance**

Client is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles.

Therapist is not a contracted provider with any insurance company, managed care organization. Should Client choose to use his/her insurance, Therapist will provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

### **Cancellation Policy**

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voicemail at 650-218-6150, and/or email at [chris@chriscincottamft.com](mailto:chris@chriscincottamft.com).

### **Therapist Availability**

Therapist is equipped with a confidential voice mail and email system that allows client to leave a message at any time. Therapist will make every effort to return calls and emails within 24 hours (or next business day), but cannot guarantee the calls and emails will be returned immediately. Therapist is unable to provide 24-hour crisis service. 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.

### **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 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

