

**Tina Kopko**  
LMFT #53393  
Certified Grief Recovery Specialist  
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Berkeley, CA 94705  
510-813-9811

## **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 Tina Kopko (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 has been practicing as a licensed marriage and family therapist (LMFT) since May 2013, working mostly with those dealing with depression, anxiety, grief, loss, trauma, and those desiring improved relationships.

Therapist’s theoretical orientation can be described as integrative/humanistic/existential, while also utilizing some tools from Mindfulness, Somatic Experiencing, Cognitive-Behavioral, Narrative, Gestalt, Grief Recovery and Brief Solution-Focused therapy.

### **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/their 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.

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 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/their 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/they has regarding his/her/their 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, thereby protecting your confidentiality.

### **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 his/her/their 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 or a summary of services 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 client 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.

### **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 by a court of law. 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 \$135 per hour.

### **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-patient 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-patient privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he/she/they

might be waiving the psychotherapist-client privilege if he/she/they makes his/her/their mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she/they might have regarding the psychotherapist-patient privilege with his/her/their attorney.

### **Fee and Fee Arrangements**

The usual and customary fee for service is \$180 per 50-minute session for individuals, and \$210 per 60-minute session for couples and families. Payment is due at the time of the session or within 24 hours if paying by PayPal. Sessions longer than standard allotment are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment 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. Client will be notified of any fee adjustment in advance. 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 ten minutes. 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 responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Clients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, money orders and PayPal.

### **Insurance**

While Therapist is currently a contracted provider with Magellan, which manages behavioral health services for Blue Shield of California, Therapist is not continuing on this insurance panel as of 2019, and therefore, is not taking new clients who wish to use insurance. Clients who are permitted by their insurance plan to be reimbursed for mental health services by an out-of-network provider can submit a superbill to the third-party of his/her/their choice to seek reimbursement of fees already paid to the Therapist. It is the client's responsibility to request a superbill at their own desired intervals, and to resolve any issues around delayed reimbursement or denied claims from their insurance. Therapist is not responsible for changes in insurance companies' reimbursement policies, and any resulting financial losses on the part of the Client.

### **Cancellation Policy**

Clients who pay out-of-pocket are 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 or via text message at **510-813-9811** (data usage for text messaging may incur a fee, depending on your phone coverage plan).

### **Therapist Availability**

Therapist uses a mobile phone with a confidential voice mail system that allows Client to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee the calls 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/they should call 911, or go to the nearest emergency room.

