



Robert N. Fisher, MS, LMFT, BCPC, CART

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Texas Marriage & Family Therapy Lic. #4962

[BuildingStrongerFamilies.com](http://BuildingStrongerFamilies.com)

[CounselingInHome.com](http://CounselingInHome.com)

210.872.1828

2010 July 23

"I care about your situation and sincerely want you to enjoy life."

Thank you for considering me for your counseling needs. My business is focused on helping people at their home, office, or other location where they may be comfortable. We may also meet at Sister Agnes Mary Klar's (she's also LMFT) office at Woodlawn Lake or at a library, restaurant, or other appropriate location, if you want to get away from home. For instance, Jim's Restaurant on Highway 281 just south of Thousand Oaks (south from Loop 1604) charges \$25/3hours and they have a door that closes (some do not.) One client chose a library which charged him \$15/hr. Clients always reserve the room and pay them directly (there is no travel fee if the location chosen is not too far.) If you live very far away, then after our first meeting you may prefer counseling sessions via telephone or internet, to save money and for convenience.

Before we meet, you may have (if we haven't already) one free consultation by telephone for up to fifteen (15) minutes, and if we make a tentative appointment please notify me with at least 24 hours notice (preferably more,) that the appointment is ok for being set, or the tentative appointment may become available for another client. Call between 9am and 7pm.

If we get enough accomplished during our first session, you may only need one or two follow ups via telephone at no charge (if less than 15 minutes.) With a thorough first session (up to two hours,) you may only need the one session, and this has been true for a number of my clients (verified with follow up phone calls over time.) Others needed one to three additional sessions, and a very few needed to see me regularly until their situation was ok. I had clients who only needed to see me for thirty minutes monthly, then an occasional phone consult to help them stay on track.

Of the documents you downloaded (***bold print italicized***), each adult completes ***Client Intake Form and First Assignment***. Completed, if there is sufficient time mail them to me so I may study them and be better prepared. Also, please review: ***HIPAA; Codes of Ethics;*** and thoroughly this document ***Practice Information and Informed Consent***. Because the first part of our visit is very administrative, plan for 2.5 hours total.

This first session (reduced by \$20.00) is \$140.00 + travel for up to approximately 55 miles. If our first session is at Woodlawn Lake, the fee is \$161.00, cash or check only. The additional \$21 is the Nuns' 15% (per session) building/room use tax. Using my fee schedule on page 13 you may choose different session lengths to fit your budget and needs, including phone or internet sessions which have no travel charge nor room use tax.

Please have all adults review these documents as well in advance as possible, and being legal in nature you are not to "filter" them in any way from anyone who will be attending.

I will do what I can to provide a pleasant and professional experience for you, and I look forward to meeting with you and addressing your counseling needs. Again, thank you.

Sincerely,

Robert N. Fisher, LMFT, BCPC, CART

Rob@RobFisherLMFT.com

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**PRACTICE INFORMATION and INFORMED CONSENT**

Robert N. Fisher, MS, LMFT, BCPC, CART

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*Building Stronger Families*



*Twogether*

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*Prices & information herein are subject to change.*

## Practice Information and Disclosures

### *Biographical Disclosure*

I am a Licensed Marriage & Family Therapist and a Certified Anger Resolution Therapist in San Antonio, Texas. ***Building Stronger Families*** and ***Robert N. Fisher, LMFT*** are my DBAs (Doing Business As). I offer a variety of services in addition to individual, couple, and family counseling. I am a member of the American Association of Christian Counselors, American Association for Marriage & Family Therapy, and the International Critical Incident Stress Foundation (ICISF). In Austin, Texas, I have lobbied for needed services for families and couples.

Once upon a time I was married, briefly. The marriage taught me the importance of women who are experiencing “battered spouse syndrome” to be sufficiently treated and healed before they remarry, and that their husbands-to-be learn about the syndrome, what not to do, and what she needs. I also learned how important romance is to many women, and now I help other men with this (guys, have you ever picked up a copy of Redbook magazine and actually read it?). Currently I am single and do not have children.

My business building came to a halt for a while as I became a full time caregiver for my mother. After she died I spent a year managing and dissolving her estate until it was sold and her wishes carried out. Meanwhile I studied and attended meetings, seminars, workshops, and conferences to continue learning and enhance my skills. During this time I decided to change my business from predominantly helping caregivers to helping people heal emotional trauma, which includes anxiety, past issues that interfere in one’s current relationship, fear of doing better in one’s work or other endeavours, phobias, disturbing memories, acute stress and post traumatic stress disorder, just to name a few.

### *Credentials*

1. **B.S. in Psychology:** 1975 - Texas A&M University.
2. **M.S. in Counseling Psychology:** 1986 - Our Lady of the Lake University in San Antonio, Texas.
3. **Licensed in Texas as a Marriage & Family Therapist (LMFT):** 2002; License no. 4962.
4. **Certified as an Anger Resolution Therapist (CART):** 2003 by Eugene Hightower (Center for Anger Resolution Therapy, Inc. (*AngerBusters.com*); no. 2524-1136.
5. **Board Certified Professional Counselor (BCPC):** 2009 by American Board of Professional Counselors; no. 12490.

### *Memberships*

American Association of Christian Counselors; American Association for Marriage & Family Therapy; American Psychotherapy Association; International Critical Incident Stress Foundation.

### *Therapy Modalities I Use*

Strategic Solution Focused Brief Therapy; Solution Focused/Oriented Brief Therapy; Cognitive-Behavioral; Psychoeducational; Strategic Family Therapy; Crisis Counseling, Coaching, Marriage Education/Consultation.

### *Specialty Training*

1. **American Red Cross Disaster Mental Health Services** in 2003.
2. **Critical Incident Stress Management (CISM)** 2005, 2006 by the International Critical Incident Stress Foundation (ICISF). I completed training and hold certificates in the following four specialties:
  1. Emergency Services
  2. Schools & Children Crisis Response
  3. Substance Abuse Crisis Response
  4. Workplace & Industrial Applications
3. **Reed Eye Movement Acupressure Psychotherapy (REMAP):** 2007 - Steven B. Reed, LMFT, LPC, LMSW.

### ***Involvement in Mental Health, and Experience***

I've been involved in mental health since I received my Master's degree in 1986. I've worked in private practice and as a volunteer counselor in San Antonio and Houston, Texas. As a volunteer with the American Red Cross (ARC) I helped people whose apartments burned and other emergencies, and with both the ARC and The Center for Health Care Services I helped traumatized victims of hurricanes Katrina and Rita. From that experience I decided to obtain additional specialty training in disaster work, crisis counseling, and treatment of emotional trauma using acupressure techniques.

A number of people contacting me for counseling did not really need it, so we contracted for a few sessions of marriage education. The couples were happy with the information and relationship skills they learned and used. Sometimes I only needed to work with the man, never meeting nor speaking with the woman. Men, as a group, know far less about relationships than women and when the men learn about gender differences and relationship skills, their relationships greatly improved. I also helped people who were feeling bored, angry and abusive, upset with their relationship, having various difficulties in their personal lives, and issues resulting from abuse. Recently **I helped 466 probationers with substance abuse relapse prevention**. After succeeding in helping many of them have better marriages, relationships (especially with their children), and lives in general, other **probationers began requesting appointments to see me** and some cancelled appointments with other counselors. **My schedule soon filled** (39 hours/four days weekly,) w/out scheduled breaks. This contract went from January to mid May 2010.

Some experience was with my own life, marrying and dealing with a wife (and her son) who had been abused by two previous husbands and never treated for "battered spouse syndrome." Shortly after, I helped my mother take care of dad who was dying of cancer, and years later I was her full time caregiver while she was ill and dying. I dissolved her estate, dealt with relatives, and wondered what to do - similar to other people's experiences.

### ***My Counseling Approach***

Sessions at times are very difficult emotionally, and we work hard. I can be very directive and sometimes confrontational, and when giving "advise" the pros and cons may be discussed. Advice giving is primarily for situations in which I must advise clients to adhere to the law and refrain from abusive or dangerous behaviours. Counseling customarily discusses pros and cons and decisions are the clients' as clients must take ownership for their choices, behaviours and resulting consequences. I do coach people in how to handle some situations

I often use cognitive-behavioral techniques in a psychoeducational approach within a framework of solution oriented therapy. I focus on solutions and therapy effectiveness. After the client tells me what he or she wants from counseling, **we then look at what they would rather have, had the problem or dilemma never existed**. Then we set attainable goals (*Treatment Plans generally change frequently in my style of work and hence are not used unless a client so requests*) and I guide the client toward solutions. Sometimes this is similar to my work with people who want help with "anger." I sometimes refer people for medical evaluations because some behaviours result from medical/physical conditions or diseases that mimic psychological disorders. Depression may be caused by improper diet, hormonal imbalances, boredom, or something else. There is little to gain in treating someone for suicidal ideations or attempted suicide when the actual cause may be a reaction from a medication (actually happened). **Very important for potential clients to remember is that the single most important determinant of successful therapy is their having a good "connection" (relationship) with their counselor.**

### ***The Counseling Relationship***

Clients need to understand that their counselors are not their friends, unless the friendship was established prior to the professional relationship, and was not close. The client/therapist relationship may be friendly, yet must be professional and business. There are famous counselors who were not friendly with clients - clients tended to dislike them. These counselors were highly effective because there was sufficient respect and determination by the client that they did the work that made their counseling effective. Ethics and the courts do not allow counseling to change from professional/business to friendship. If I express doubt or skepticism that you will perform a task, this is part of the therapeutic process. There are reasons we counselors say things that sometimes do not make

complete sense to clients, and they may even feel insulted or spoken down to. When we counselors do this, we need to be able to justify it (to another therapist/ethics board member) or refrain. Most of the time this type of technique is not used. However, my goal is to be effective and get results while adhering to ethics and law.

### ***Counseling Goals***

Clearly defined attainable goals are essential for knowing when counseling is over. Even with highly skilled therapists, changes are not made unless individuals are able to incorporate ‘therapeutic tools’ provided by therapy to make needed changes. If you or your family reach success through the counseling process, congratulate yourself! I hope you will gain insights, strengths and greater understanding of yourself and your interactions with others. Counseling effectiveness may also occur when results are not what you wanted and the system involved is readjusting, hopefully to a better state. Sometimes counseling just doesn’t work because people may not be committed to change yet, or a different therapist may be needed. Unless warranted, clients are not abandoned.

### ***What I enjoy***

My forté is marriage education/consultation and marriage counseling, including preparation for marriage, and helping people have better, stronger relationships. I enjoy helping guys learn more about romance, and dealing with relationship issues. Helping people prepare for marriage so they may have a solid foundation is enjoyable.

### ***My Area of Specialty***

I am specializing in the treatment of emotional pain/trauma using acupressure-enhanced psychotherapy (currently considered “experimental” by traditional counseling professions). After the client’s emotional pain is sufficiently reduced, we may address other issues, including relationships. Sometimes, the acupressure techniques alone fix the client’s problem, and further counseling is not necessary. Clients can be more relaxed knowing they will not be touched, even if they faint (I’ll call 911 or some other person to help you if necessary.)

### ***My Counseling Business and the concept of “Value Added Service”***

I incorporate business concepts which some courts may deem unethical in a typical client/counselor relationship. One such is “value added service” which means I may at times give clients small gifts appropriate for counseling/marketing and an amount of free additional session time if I believe it is therapeutically warranted. Giving a client perhaps twenty additional minutes or so, schedules permitting, may be done to bring the session to appropriate closure so as to not bring harm to the client and sometimes giving free additional minutes to complete a task or concept is a good business decision that may help bring in referrals, and in no way changes the relationship to “friendship” - it is good business. This paragraph is our prior agreement and understanding.

The following “What Therapy Is and What It Is Not” and “Guidelines for Therapy” are copyrighted and taken from *AAMFT Forms Book*, II.-16 and II.-17 respectively.

## **What Therapy Is and What It Is Not**

Psychotherapy is a relationship between you and your therapist which is devoted to your well-being and growth. Relieving your pain, reducing your symptoms, or changing your behavior or lifestyle may be parts of that goal. The only direct benefit to the therapist is the fee which you will pay. It is never your responsibility to take care of your therapist’s needs, health, or well-being, other than to pay the fee.

The main way we achieve the goals of psychotherapy is talking together. Sometimes other kinds of “expression,” such as doing art, playing (most often used with children) or writing a journal can be used. Other methods (such as massage, relaxation training, meditation, and soon) may be suggested, but your therapist will use only approaches to which you agree. You have a right to be informed and to understand the purposes, activities, risks, and reasonable chances of success of any approach.

Psychotherapy (or “therapy”) is not physical, that is, we do not ordinarily touch one another. It is not directly

spiritual, that is, as therapists we do not advocate particular brands or approaches to spirituality, although we do consider spirituality important. It is not necessarily about past memories, although it can be. Basically, therapy is about you striving to know yourself better and finding ways to solve your problems and live more happily in the world.

We think of therapy as present- and future-oriented, although some forays into understanding the past may be needed and beneficial. Although nothing can undo the past, we agree that those who are unaware of their past are condemned to repeat it.

Therapy cannot protect you from real-life dangers, oppressive circumstances, and threats. It can assist you in evaluating and problem-solving them. Therapy cannot rescue you from danger or evil persons. It can help you learn to recognize them and to avoid them. Therapy cannot simply end your unhappy story, but it can strengthen you to compose a new story.

Therapy is often hard work. You will learn to pay attention to your thoughts, your feelings, and your relationships; to honestly acknowledge them (including feelings you wish you never had); to work with unwanted aspects of yourself, to learn to feel painful things and to face ugly realities; to talk candidly and respectfully with people you'd rather avoid; to accept impossible but inevitable situations; to change frightening but changeable ones; to face one's inner monsters and to learn to love the outer ones - or to name and run away from them! The therapist does not do this work.

The therapist's job is to listen carefully, to point out strengths that have been unnoticed and weaknesses that have been ignored, to look for hope when you are hopeless and danger when you are naive, to allow you to be dependent when you fear depending and to challenge you to grow up when you would love to stay little. In short, the therapist's job is to assist you to learn to meet your needs, satisfy your desires, and live more freely in this world.

### **Goals of Therapy**

The chief overall goal of therapy is to help you to become better able to meet your needs, satisfy your desires, and live more freely in this world. Happiness, "feeling better," or similar states are not necessarily the goal, although they may be appropriate by-products.

Some health insurance companies may insist that "problem reduction" or "symptom relief" are the only appropriate therapy goals. These are minimum goals. Authentic psychotherapy can be more than that. We will help you in achieving symptom relief, but it is not our only interest. However, as the client, your interests are the main focus of psychotherapy.

Psychotherapy cannot reverse history, If you were abused or hurt in the past, it cannot be undone. We believe it is the current effects of past experiences which can be changed. This comes from our belief that psychotherapy aims to help you do two major things:

**To change**, primarily your ways of meeting your needs and seeking your pleasures in the world.

**To strengthen**, primarily your self (that is, your capacity for choice, resilience, and adaptation to the demands of the real world).

Some problems and sufferings are physical, or are made worse by physical pain. Therapy can be greatly assisted by medication, by exercise, and by bodily self-care.

Some problems and sufferings are beyond therapy. Therapy can help you identify its own limits, and support you in the search for greater meaning and resources.

### **Known Benefits of Psychotherapy**

Research has shown that most of the common approaches to therapy are about equally successful. In general, the typical psychotherapy clients are better off after therapy than they were before it, and they are better off after therapy than 80% of untreated persons. This means, in other words, that you may have about a 20% chance of feeling better if you simply wait a few months or couple of years. Of course, statistics are usually more complicated than that. You should know that there is about a 5% chance that therapy may make you feel worse. A

study by *Consumer Reports* said that typical clients in typical kinds of therapy for long enough periods of time actually find significant improvement. And it shows that generally speaking, the longer one stays in therapy the more the improvement one experiences.

Therapy is very helpful when the client is depressed, anxious, unhappy, a survivor of trauma of many kinds, or suffering from a life-problem which requires careful thinking and involves lots of emotional energy. People who can talk and listen reasonably well, who are reasonably comfortable being alone with another person, and who are willing to pay attention to their own feelings, thoughts, and motivations probably will do well in psychotherapy. Often, psychotherapy can be enhanced by medications designed to decrease depression or anxiety symptoms. If so your therapist will discuss this with you.

Psychotherapy has been shown to help people who are passive to become more assertive, and to feel better because more of their needs are met. It has been shown to help people with high anxiety to feel more calm and to become more able to calm themselves down. People who are depressed often are helped a great deal, especially to identify and change the ideas and beliefs which may contribute to their depression. Most successful therapy clients change behaviors and lifestyles which keep them unhappy or stuck. Of course, none of these people are helped if they do not pay attention to their actual feelings and thoughts and talk them over candidly with the therapist. Nor are they helped if they refuse to change anything in their attitudes or their behaviors.

People who are helped by psychotherapy typically report that they feel less unhappy, that their physical sense of well-being is improved (for example, their appetites improve, their sleep habits improve, they have more satisfying sexual lives, and often their general health improves). People with chronic pain problems may not have less pain, but they often report feeling more able to live productively despite the pain and to not be so distracted by it. Sometimes, especially when they use additional tools such as hypnosis, they find that even their level of pain might decrease at least some.

### **Common Risks Associated with Psychotherapy**

There are risks to psychotherapy. The first and most important one is that people often feel worse as the therapy progresses. Sometimes this is natural; after all, talking about problems breaks down our usual avoidance of them, and the pain associated with them can then be felt more vividly. In some cases, however, the worsening is due to mistakes on the therapist's part, such as moving into painful material before the client is actually ready. In this case, recognizing the problem and "slowing down" usually takes care of the worsening. If the therapist does not "slow things down," however, the worsening can sometimes be serious.

It is very important to let your therapist know how you are experiencing the therapy. If it seems to be making you feel worse, maybe it is. Telling your therapist allows exploration of what is happening, so you can decide whether the worsening is to be expected or whether the therapy is moving too fast.

Some clients develop strong feelings about their therapists. This, especially in longer therapies, is normal, even if it is sometimes uncomfortable. Any feelings are possible, and the rule for them all is to talk them over with the therapist. You should never feel shamed or humiliated by your therapist for anything that you discuss in therapy. If you do, inform your therapist; perhaps the feeling comes from you, but therapists must take great care not to intentionally shame or humiliate their clients. If your therapist continues to humiliate you intentionally, find a different therapist.

Therapy can complicate your life. After all, you may discover that you have feelings about people which you never realized you had. You may want or need things you had overlooked, and may not have access to them yet. You may have had experiences in the past which must be reconciled, and sometimes that is cumbersome.

Of course, the fee you must pay for therapy can pose a risk to you financially. You should carefully consider the fee and your ability to pay it over the entire estimated course of therapy before you begin, lest you find halfway through that you can neither stop nor pay the fee. Usually, health insurance or managed cost companies (HMOs) will pay some portion of the fee; but they may stop payment at certain limits, after which you will be responsible for the entire fee. Will that pose an unacceptable financial burden? If you need to continue therapy at that time, this

will cause significant distress to you.

When clients cannot stay in conscious connection with their feelings, thoughts, or behavior, psychotherapy is not as helpful. The risk is that it might make them feel worse, or cause anxiety. In general, if the requirements of psychotherapy (such as talking, listening, being able to feel reasonably safe with the therapist, being able to learn from discussion with someone, and so on) cannot be met, psychotherapy poses a risk of making the client at least waste time and money, and at worst of becoming worse.

Psychotherapy can also help with marriage and relationship problems. However, you should know that some research suggests that when one spouse or partner meets alone with a therapist to discuss problems involving the other partner, although it may help the person in therapy, the chances of separation may go up.

The therapist can also offer suggestions and advice when they are appropriate, but you must now that research shows that a therapist's advice about life problems is often no more helpful than that of other persons. Helping you find your own solutions is far more important a job of the therapist than telling you what the therapist's solutions are.

### **Risks Associated with Memories**

Since therapy depends on talking about your experiences, even in the past, your memory is involved, and memory is not always completely dependable. Your therapist can help you learn more about how memory works, if you are interested in that. But there are two main risks in therapy regarding memories: First is to take memories as being too dependable (as if all memories were always accurate); and second is to take memories as being too fallible (as if no memories from the distant past are reliable). In fact, the truth is in between.

If you assume your memories are always accurate, therapy can be risky. For instance, if you perhaps remember an abuse by someone in your past, and without any proof that it actually happened as you think it did, you accuse them, this may needlessly harm another human being, which in our opinion is never acceptable. A further risk is that the accused may retaliate and sue you or your therapist. This happens with increasing frequency. This of course will jeopardize your therapy, and may require that it be terminated prematurely.

The other large risk associated with memory, especially memory of abuse, is to assume that it is never reliable, especially if the memory is unclear, vague, fragmented, or seemingly absurd. There is strong evidence that extremely traumatic memory is not stored like normal memories, and may be recalled in fragments, images, and sensations without logical stories attached. So just because a memory seems hard to put together does not automatically mean it is false, any more than it is automatically true. The risk is that we can miss the truth either way.

### **Risks Associated with Diagnosis**

Every good therapist makes some kind of "diagnosis" of your problems. This means that there is a "summing up" which describes in shorthand what is wrong and what is going to be the target of therapy. Even saying, "You are unhappy because you lost your job" is a form of diagnosis. Psychiatric diagnoses are condensed phrases which tell what your symptoms are and what the therapist assumes to be the cause(s) of your difficulties. The risk of making a wrong diagnosis is that the wrong treatment will follow.

The benefit of making any diagnosis is that therapy has a much better chance to succeed when it has a reasonable focus, which a good diagnosis can provide.

To avoid the risks of misdiagnosis, be sure that the therapist knows the whole story. Tell the truth as well as you can, and if something occurs to you, tell the therapist. Therapists are supposed to take complete histories, and to consider carefully what medical problems might be causing your symptoms. Sometimes they will ask you to see a physician to make sure some medical problem is not causing your symptoms. All this is to help them make the proper diagnosis. If you have any concern that the therapist does not sufficiently know or understand your situation, don't hesitate to stop the process and say so. In this way, you can help avoid a misdiagnosis and the wrong decisions about treatment.

Another risk associated with diagnosis is that your diagnosis, if you use medical insurance of any form, becomes quasi-public knowledge. Insurance companies insist that you be given a psychiatric diagnosis and this diagnosis will be a permanent part of your medical records. These records are available to any insurance company you apply to in the future. It is difficult to guarantee your privacy under such conditions.

We strongly recommend that you not discuss your diagnosis with anyone except your therapist and your most trusted associates. Employers or people who do not have your best interests at heart are not appropriate persons with whom to share your diagnosis. The risk is that they may take as a “permanent truth” something which is in reality only a therapeutic shorthand description of something you hope to change.

Another risk associated with diagnosis is that some persons are upset by it. Some people do not understand it and some people even feel ashamed of their diagnoses. Please ask anything and everything you need to in order to understand and accept your diagnosis. If you feel ashamed or belittled by it, talk this over until the feelings become manageable. No diagnosis needs to be a permanent, life-long prison sentence. One of the early hurdles in therapy is arriving at an accurate and helpful diagnosis and then helping the client become educated and reasonably comfortable about it.

### **Other Risks Associated with Therapy**

Unexpressed feelings about any of the “rules” of therapy can derail your progress. If you resent paying the fee or wish for longer sessions, please tell your therapist of these feelings. Even if nothing can be done to change the situation, the feelings can change if they are discussed.

Therapists are required by ethics codes and by law never to have an outside relationship with their clients, including any form of sexual relationship. Even semi-sexual touching is forbidden. The privacy, intimacy, and personal nature of therapy sometimes can make feelings quite strong between a therapist and a client. If this happens, tell your therapist immediately. If your therapist does not respond in a way you can be comfortable with, you can stop therapy and notify the proper authorities.

Sometimes problems that were not apparent to you at the start emerge during the therapy. When this happens, it is discussed between therapist and client and a new treatment plan is developed to solve them, or they are not addressed. Sometimes, present problems which seem minor become larger and must be addressed. Again, a new treatment plan will be developed if that should happen, and nothing will be done without your full consent.

### **No Absolute Guarantees**

Based on experimental research, there are no guarantees that therapy will help you get better. But based on over a century of consistent clinical experience, we know that therapy helps many people achieve meaningful improvement in their lives. We have found five variables to be predictive of success: (1) When the therapist is comfortable with and believes in what he or she is doing; (2) When therapist and client share a collaborative relationship in which they respect each other and feel a positive bond; (3) When the client is allowed to talk freely and to feel emotions fully; (4) When the therapist is well-trained, has experience, and competently uses skills known to be helpful; (5) When there is enough empathy between the two that the client feels safe and supported taking risks and accepting the therapist’s challenges or confrontations.

Some people claim that there is little “scientific evidence” that therapy is beneficial. This is not actually true. Furthermore, “scientific research” has serious limitations when studying real-world situations like therapy. Many things known to be important and useful in life are not “proven” scientifically. Aspirin is a simple yet useful example.

Though we cannot guarantee that therapy will help you, and would remind you that there is a slight chance (5% or less) that it might make you worse, we believe that it is quite likely to help you at least to overcome your immediate problems or symptoms and to feel well enough to live more productively. We will gladly share the research studies which address these matters.

At times therapy will be difficult and uncomfortable. We cannot say how long it will last, but we will share our best estimate with you, once we know what the problems are. If anything changes as we go along, we will talk it

over with you and will never do anything without your consent.

## **Guidelines for Therapy**

*You may or may not have been to a therapist before. If this is your first experience with therapy, you may feel a bit nervous or apprehensive. That's normal!*

*Therapy is a process that allows you the freedom and privacy to discuss issues that are often painful or difficult to discuss with family and/or friends.*

The following are a few suggestions to help make your counseling experience most effective:

1. Before your scheduled appointment, write down questions, topics, or issues you would like to focus on in your session.
2. Communicate your expectations to me so that we are working together toward your goals.
3. Provide ongoing feedback to me so that I know how you are doing (example, "I want to focus on my anger more" or "I like doing relaxation exercises").
4. If you feel a need to increase or decrease the frequency of your sessions, or to end counseling, feel free to communicate that to me.
5. If you feel a need to bring a partner, relative, or friend in with you for your session in order to work on interpersonal issues, feel free to do so. Please discuss it with me prior to their arrival.
6. If you have another professional involved in your care (i.e. physician, chiropractor, attorney, etc.), I would be happy to coordinate with him/her if you wish. It is not advisable to have more than one mental health counselor involved in your treatment at one time.
7. Try to make a commitment to yourself to remain in therapy and attend regular sessions for as long as you feel necessary. If you wait until you have a crisis, it will be more difficult to build long-lasting coping skills.
8. If for any reason you would like to see a different therapist, please feel free to tell me. I can provide you with names of other therapists.

## **Administrative**

***Legal Issue: Duty To Notify*** (Read also, item 8 on pages 18 and 19 in this document.)

I must immediately report to proper authorities when:

- 1) You by any means indicate a planned intent to harm yourself or other identifiable person/s;
- 2) I **suspect** physical, emotional, sexual abuse or neglect to a child, elder person, or to a disabled person.
- 3) You reveal to me sexual misconduct or therapeutic deceit against you by another licensed counselor.

### ***Hours and Phone Availability***

I may be called between the hours of 9 a.m. and 7 p.m. If I do not answer, please leave a message and I'll return your call when I can. If I am contracted or employed we'll work around their schedule.

### ***Referrals***

Referrals are important in building and maintaining a practice, and are very appreciated as they indicate confidence in the therapist's skills. Ethical standards prohibit compensation for referrals.

### ***Payment for Services & Claim Filing for Insurance Reimbursement***

Clients understand they are fully responsible for payment of services, in full either by check, cash, or credit card charging by a third party at the time service is rendered. **If paying by check, make check payable to: Robert N. Fisher.** Clients file claims with insurance carriers or health plans for reimbursement, bearing in mind clients risk

breaches of confidentiality by those agencies. **My National Provider ID is 1922237304.**

### ***Release of Information and Request for Communication***

If clients request certain information be shared with outside sources (physicians, hospitals, attorneys, schools, etc.), and this is not a “report,” I will require a ‘medical release form’ whereby client specifies the information and destination of requested information. Signed requests are required before I can speak with anyone - boyfriends etc..

### ***Contacting Clients***

Permission by a client(s) may not be required for this practice to contact a client by phone or letter when such is a part of the conduct of business. Contacting clients is commonly done and not limited to confirmation of appointments, reminders, rescheduling, follow-ups, “thank you” letters or notes, “intervention” letters, and notices of past due or delinquent accounts. Email spam is illegal and email will only be sent to clients when permission has been granted in writing by client. Confidentiality and privacy can not be guaranteed when using a land based, cellular or internet phone since we may be heard/intercepted. If a client does not allow me to contact him/her for the normal conduct of business, then a referral may be made.

### ***Availability and Emergencies***

Counselors are ethically bound to return clients’ phone calls, email, letters, as promptly as practicable. Sometimes, however, the counselor may not be available for several hours, days, or weeks. In the event I expect to be unavailable for an extended period of time (more than three (3) days), I will attempt to leave notice.

### ***Minors***

When children are to be part of therapy, and the parents are divorced or in the process of divorce, then either both parents/legal guardians must sign a consent form for minors to receive therapy, or a copy of the divorce decree be given to this practice. This must be done prior to the inclusion of children in therapy. Counselors are required by law to be able to prove the parent/guardian has the legal right to seek mental health treatment for children or to include them in sessions.

## **Rights & Obligations of Clients**

### ***Client Conduct During Sessions***

1. Everyone is expected to conduct themselves in a responsible manner. A session should not be held when anyone is under the influence of a nonprescription drug, including alcohol. Violence (physical or verbal) is never acceptable. Either behaviour may result in discontinuing a session or, if necessary, calling the proper authorities.

### ***Limits of Confidentiality / Privacy*** (Read item 8 on page 18.)

1. **Confidentiality will cease to exist when a client sues a counselor.** All records/files pertaining to that client will be disclosed to the lawyers, court and any/all persons/agencies involved in the therapist’s defense.
2. **Confidentiality may not exist when client/s become disruptive** to such extent that authorities have been notified either by me your counselor or by other person/s, and they arrive to investigate the disturbance. I will cooperate fully with the authorities who may confiscate my audio/video recorders and records.
3. Confidentiality will be maintained when an ethics board, lawyers, or other persons/agencies ask for the records on behalf of the client(s) suing/investigating this counselor unless a signed consent form releasing the requested documents to the specific person/agencies or giving this counselor permission to communicate with, is on file with this counselor. **Without a (records release or permission to communicate with) form on file with me, I will neither acknowledge nor deny the existence of any person as being or having been my client – required by AAMFT code of ethics.**
4. Confidentiality and privacy can not be guaranteed when: Contact is with a land based or cellular phone since

sometimes there are “crossed lines” and other people can be heard, which also means we may be heard; Client’s email may be intercepted at their home or work computers by other persons, including virus and spyware, or hijacked during transmission by hackers or intercepted on servers during transmission; Clients take home session notes & other documents, and session recordings, either audio or video which clients may at times be asked to review.

5. Under subpoena/court order, in civil, criminal or federal matters, a therapist may be required to disclose confidential client-therapist information. **All records, recordings & documents stated in or alluded to (depends upon the wording) in the subpoena, of any and all persons alluded to or stated in the subpoena will be given to the authorities.** Related to this is page 18, paragraph 11 - read carefully.
6. If your insurance carrier requires confidential information, we must release information *if* you want your insurance to pay for sessions. Confidential information will not be released to insurance companies without your written permission. (Currently I do not file insurance claims.)
7. If a guardian seeks counseling for a dependent, verification of guardianship must be provided (as an ex-spouse may contact me regarding records). Records will be released with proper authorization from courts or guardian. If a court mandates the ex-spouse has rights to records, they must sign a ‘medical release’ form to receive copies of any requested records (see “report fees”).

### ***“No Secrets” Limitation on Confidentiality When Providing Therapy to Couples or Families***

*(Sources: Legal Guidelines For Family Therapists with selected ethical opinions, copyright 2007; and Ethics In Marriage And Family Therapy, copyright 2001. Both books are published by the American Association for Marriage and Family Therapy.)*

8. **“Third parties” and confidentiality:** During the course of my work with a couple or a family, I may see a smaller part of the treatment unit (e.g., an individual or two siblings) for one or more sessions. These sessions should be seen by you as a part of the work that I am doing with the family or the couple, unless otherwise indicated. If you are involved in one or more of such sessions with me, please understand that generally these sessions are confidential in the sense that I will not release any confidential information to a third party unless I am required by law to do so or unless I have your written authorization. In fact, since those sessions can and should be considered a part of the treatment of the couple or family, I would also seek written authorization of the other individuals in the treatment unit before releasing the confidential information to a third party.
9. **Individual confidentiality and the couple/family:** I may need to share information or confidences learned in an individual session (or a session with only a portion of the treatment unit being present) with the entire treatment unit – that is, the family or the couple, if I am to effectively serve the unit being treated. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. I have to be mindful of the client’s mental and emotional state and possible harm of disclosing. Treating the client re the secret may be necessary prior to any possibility of disclosure. Current literature shows ambiguity between the terms “information” and “confidence” and therefore the client and the therapist must agree on what information is considered confidential. However, in the “Informed Consent” section is a statement giving me permission to use at my discretion and judgment whether to use something revealed to me in an individual session, meeting, or by other means.
10. **Reason for the “no secrets,” and termination due to “conflict of interests”:** This “no secrets” policy was intended to allow me to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual’s interests may not be consistent with the interests of the unit being treated. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple or family. If I am not free to exercise my clinical judgment regarding the need to bring this information to the family or couple during their therapy, I might be placed in a situation where I may have to terminate or suspend treatment of the individual, couple or family. This

policy was intended to prevent the need for such action. I understand there may be a situation in which revealing a “secret” to the larger treatment unit and dealing with it may be too much for the individual to cope with. Even though treatment often involves increased emotional pain for the client/s to further heal, a decision may be necessary by the counselor to either continue treatment with the individual and refer the rest of the larger unit to a different therapist, or terminate treatment with all parties, due to **“conflict of interests.”** All involved clients would then be given the names of at least three different counselors with whom they may seek further counseling, or web sites listing multiple counselors. The “secret”, if known by the therapist, will be stated in the individual’s session notes, and will not be further disclosed. The larger unit’s session note for referral/termination may simply state “conflict of interests” and the referrals made. Sufficient documentation must be made by the therapist for protection from clients who may file a complaint for a termination they do not understand.

11. **Possible repercussion of termination due to conflict of interests:** *The client with the secret may be pressured by other persons in treatment to reveal what happened that caused termination (the secret).* This is beyond the therapist’s ability to control and the client may experience undesirable consequences by other persons involved. The therapist has neither control nor responsibility.
12. **Before we begin treatment:** Because of preceding paragraphs 9, 10, 11, if in addition to couple/family counseling you may want individual counseling for matters you absolutely want kept private, please consider seeking a different therapist who will treat you individually, or see me for individual counseling and seek a different therapist for couple/family counseling.

### ***Privacy and Administrative Issues Regarding This Practice***

(See HIPAA documents provided separately for detail.)

1. Reasonable effort is taken to immediately return client records to my home office at the end of a session. Records are kept within a strong metal file cabinet to which a multi-drawer security lock has been attached.
2. Client records are not transmitted electronically via email; I do not yet have fax capability, and I will not use a public or other unsecured fax machine.
3. Email on my computer is reasonably secured and email with/from clients become part of the client’s file. Clients understand that email they send may be intercepted prior to its arrival at my computer, and email on their computer may be discovered by other people who get access to their computer. Further, computers which have backup/restore or recovery capabilities are vulnerable to people who may use these capabilities to look for confidential information.
4. My computer is password protected at the Bios level, and session notes are not stored on the computer’s hard drive. Accounting and diagnostic (I do not currently use diagnostic software) information used in my business are stored on my notebook computer, and this includes clients’ names. Reasonable precautions are taken to protect client data (PHI). When practicable, client session notes and related records and data (other than accounting etc.) will be stored on removable media and kept with the client’s file. If my business software has such provision and my computer has the capability, client data sets will be stored on removable media, and not on my computer.
5. I may ask you to not have your **smartphones, PDAs**, etc. present during a session. Even when “off” such devices may act as microphones and transmit without the user’s knowledge. Option - remove battery. The battery in my iPhone is not removable nor is there anti spyware available at this time. I will try to “muffle” it.
6. To further protect your privacy counselors are prohibited from acknowledging clients socially etc. unless you speak to or acknowledge us first. So, when we pass or see each other in a store, park, event, etc. I will not acknowledge you except in common courtesy as to any stranger in such settings. Same applies to meetings you arrange or are a participant and I do not have written permission signed by you to acknowledge you nor reveal in any way how we know of one another - this can be awkward and uncomfortable for both of us. Do **NOT** have your significant other who is not involved in treatment call me - I won’t acknowledge I know you.

## Services Available, Fees & Payment

### Community Service & Fee Adjusting

I may adjust fees for up to six clients in one calendar year in order to help low or fixed income people in need. This is in compliance with AAMFT code of ethics (Principle 6.6) which encourages members to “give back to the community.” Adjusting fees on a regular basis, however, has been deemed unethical and will not be done.

### Services & Fees

Current clients will be given at least 30 days notice prior to an increase in their counseling fees.

1. **Counseling/Psychotherapy:** (See “Informed Consent II 3” for additional information.)
  - a. The length of treatment varies with the problem being treated and the effort invested by the clients. On average, treatment is between seven (7) and twelve (12) sessions. Some problems will take one session, and certain others may require a year or more of treatment. I will try to provide clients as accurate an estimation of the length of treatment as I can.
  - b. **Session, Hour, and Length of** - The length of a session is at least fifteen (15) minutes and shall last until the therapist brings the session to an end, usually 60 minutes unless a crisis requires immediate attention. An additional session fee applies if client agrees to extend the session beyond the previously agreed upon session length. **In this document, one 60-minute counseling session = 55 - 65 minutes. CPT session lengths used when necessary.** Sessions of up to 20, 30, 45, 80, and 120 minutes may also be scheduled.
  - c. **Insurance and other Third Parties: (My National Provider Identification Number is: 1922237304)** When a client is referred to me by an insurance company or other company/agency which pays for a certain number of sessions, this practice must abide by that third party’s stipulations, including the length of a session. At the conclusion of the maximum allowed number of sessions, if the client wants and agrees to additional sessions, the client will pay out-of-pocket the same fee. Double or duplicate charging is recognized as illegal and will not be tolerated by this practice. In the event an error is made resulting in a client being charged twice or more for the same session and services, this practice will make proper reimbursement to the client as quickly as practicable. **Note: the third party’s (e.g. EAP agencies, insurance companies, other health care providers such as HMOs, TRICARE, Medicaid, etc.) contract with this practice overrides this practice’s policy.**
  - d. **Fees for Counseling** - Base and Travel: Are modifiable for “hardship” cases, in ink, during our first session and will be subject to review. Cash/check fees are left columns. Please read viii and ix below. During session you may increase (not decrease) session length/fee from what you had set for the appointment.

Minutes	Base		Travel		Travel		Travel		Travel	
	Cash	PayPal	+\$7	PayPal	+\$15	PayPal	+\$25	PayPal	+\$35	PayPal
i. First Session	\$140	\$144.49	\$147	\$151.70	\$155	\$159.94	\$165	\$170.24	\$175	\$180.54
ii. 20 (15-20)	\$40	\$41.50	\$47	\$48.71	\$55	\$56.95	Phone / Internet		Phone / Internet	
iii. 30 (25-35)	\$55	\$56.95	\$62	\$64.16	\$70	\$72.44	\$80	\$82.70	\$90	\$93.00
iv. 45 (40-50)	\$70	\$72.40	\$77	\$79.61	\$85	\$87.85	\$95	\$98.15	\$105	\$108.44
v. 60 (55-65)	\$80	\$82.70	\$87	\$89.91	\$95	\$98.15	\$105	\$108.44	\$115	\$118.74
vi. 80 (70-90)	\$120	\$123.89	\$127	\$131.10	\$135	\$139.34	\$145	\$149.64	\$155	\$159.94
vii. 120 (110-130)	\$160	\$165.09	\$167	\$172.30	\$175	\$180.54	\$185	\$190.83	\$195	\$201.13

viii. **Travel Charges:** 1 - 15 miles = \$7; 16 - 35 miles = \$15; 36 - 45 miles = \$25; 46 - 55 miles = \$35.

Using Google Maps, my starting location is 12000 Crownpoint, 78233, using the shortest distance.

- ix. **Payment via Credit Card:** If using this option, **payment is made during my visit or during a “phone / internet” counseling session** for you to have a receipt and a zero balance. On the internet at [www.CounselingInHome.com](http://www.CounselingInHome.com) look to the right and click on **Make a Payment**. Entering the

PayPal amount for your “Total Fee,” click on ***Make a Payment to Robert*** and complete the procedure on PayPal’s website. Print a receipt and give it to me. If we’re doing this via phone: When prepaying a session give me a confirmation number. After payment has been verified we will keep the appointment, after which I will send you a receipt. If you must mail a check to me, if I do not have it before the next session we may have to reschedule.

e. **Fees for Counseling at 1501 Cincinnati Avenue, San Antonio, 78201 (Woodlawn Lake):** Base Fee (Cash) above + Building Use Tax of 15% for using the Nun’s building. **Cash or Check Only.**

i. First Session	\$161.00	iv. 20 (15-20)	\$46.00	vi. 45 (40-50)	\$85.50
ii. 60 (55-65)	\$92.00	v. 30 (25-35)	\$63.25	vii. 120 (110 - 130)	\$184.00
iii. 80 (70-90)	\$138.00				

2. **Credits & Refunds:** Prepaying for sessions: If you reschedule the session with proper notice the payment will be applied to that session, else a balance due for the penalty will be applied; if cancelling the session with proper notice and ending counseling, your payment will be refunded within five business days, or if proper notice was not given the penalty will be deducted from your refund. For PayPal, the “Issue Refund” link on PayPal’s website will be used. See PayPal’s website for details including partial refunds.
3. **Assessments - Formal:** Counseling fee plus scoring fee.
4. **Collateral Visit - Assessment (Informal):** No tools are used and the fee is \$30.00. This is usually done when we are at or near the end of our work together and I am congratulating you for your progress and that you no longer need me. *However, If we continue counseling instead, then you will pay your counseling fee.*
5. **Collateral Visit - Informational:** No Charge. There may be a time when I may need to change the session to this category because I may want to explain some things to you and also I may want more information. This is usually done via telephone, but I may prefer this face-to-face and keep the expected appointment.
6. **Telephone/Cell Phone & Internet Consultations and Counseling: (Internet video counseling not yet available.):** If session(s) are to be via telephone (my MagicJack or Skype internet line), appointments must be scheduled and I will give you a private phone number for the session for your caller ID. I will call you at the appointed time and my audio recorder will be recording our conversation/session. Counseling fee applies if telephone/internet consult has therapeutic value or the telephone/internet is used for counseling (appointment made). The first session will be in person. No charge for phone calls that are not part of the therapy process and they must be less than fifteen (15) minutes in length, unless an emergency. At fifteen minutes the call becomes billable, and excessive calls are not allowed. Email internet therapy is by appointment. Mail me a check as prepayment before a session, or mail me a check the day after the session. If paying via credit card, follow the procedure on page 13, item ix. I must have payment before the next session or that session may be rescheduled. **SECURITY ISSUE: Landline phones are more secure; cell phones such as PDAs and other smartphones may have spyware downloaded and installed that the user does not know about. This spyware may be activated even when the phone is turned off, and the phone becomes a microphone and transmits to the spy. If your phone feels too warm when it is off, it may be transmitting! I AM NOT RESPONSIBLE for whatever happens because the phone you are using is not sufficiently secure. Install security software.**
7. **Reports/Requests for Letters/Evaluations/Diagnostics:**  
\$250 per report or letter. The pricing reflects considerable time and effort involved in report writing as great care must be taken with wording. There is no guarantee that the report won’t be used against the client, and I may be sued. There may be something contained in the report that the client may decide is offensive and file a suit against me. This is why therapy report writing in itself is now a course of study. I have **not** taken this course and prefer to not write reports. If I am your counselor, I am prohibited from performing evaluations for child custody or any other evaluation that is forensic in nature. I also do not perform formal diagnosis (DSM-IV TR) because such is beyond the scope of my training. This includes conditions of a mental and organic

nature. Certain diagnosis (behavioural, such as “adjustment” are within the scope of my training and may be used. Clients who, in my opinion ought to have a formal diagnosis will be given appropriate referrals.

8. ***Late and Administrative Fees:***

Currently I do not bill clients. However, a \$5 administrative fee is added monthly on all accounts over 30 days old (which generates additional paperwork/time processing costs). **A missed payment will be made at the beginning of the next session or that session may be terminated and the appointment rescheduled.**

9. ***Collections:***

If client/s default in payment of services rendered, the delinquent account may be given to a collection agency, whereupon counseling is permanently terminated. To avoid collection agencies I may consider payment arrangements until account is paid in full. In the rare event an account is sent to a collection agency, be aware that these agencies charge for recovery of accounts (approx. 33-50% of balance). This additional cost becomes the client’s/signer’s responsibility. To recover monies due, a suit may be filed against client or other person legally responsible for payments. I may file a suit against client/s in small claims court for *theft of services*.

10. ***LEGAL PROCEEDINGS:***

\$250.00 per hour or any portion thereof, door-to-door. Occasionally, counselors are subpoenaed to appear at a deposition, hearing or court case or asked to meet with a client’s attorney. Clients whose attorney initiates proceedings are fully responsible for these services. As court hearings may be adversarial in nature, I will appear only if subpoenaed by a court (subpoenas by lawyers are largely ignored). Clients or their lawyers initiating the subpoena understand any and all expenses related to time out of office (i.e.: including, but not limited to: travel, lodging, meals, telephone costs, tips, secretarial costs, paper work costs, copies, supplies, actual time in testimony or time spent ‘on-call’ whether or not testimony is given) will be billed to the clients (or to lawyers if lawyers so request) for payment to the therapist, due within 20 days of court appearance. It is the clients’ responsibility to confirm time with therapist to insure correct times are understood by both therapist and the court/attorneys. (Written confirmation is recommended to avoid confusion). ***Payment for time/services is not dependent nor contingent upon outcome of hearings.*** If I, the therapist, am subpoenaed and lawyers do ***not*** respond in writing as to exact times/location, etc., clients understand I will bill for the entire day, utilized or not & clients are responsible for payment for the entire day & any and all costs incurred.

## Informed Consent

(Actually, this document in its entirety is an Informed Consent document)

(AAMFT Forms Book-II.-3 initially modified for my use in Texas on 27 February, 2007)

### Part I: Your Rights as Client(s)

1. You have the right to ask questions about any procedures used during therapy; if you wish, I will explain my approach and methods to you. If I see a child under the age of consent (varies with states & jurisdictions), all custodial parents have a right to information shared in the session. Custodial parents should be aware that exercising this right may be detrimental to the therapeutic process, and so may wish to allow confidentiality between the child and therapist.
2. **Exception to above:** If I am using “Strategic Family Therapy” as my modality, I will likely not explain my techniques nor interventions, because in doing so the purpose of the intervention or technique will have been nullified. This has been debated and challenged in court, and to my knowledge, has thus far been upheld due to the nature of the modality and the outcomes desired.

3. You have the right to decide not to receive therapeutic assistance from me. If you wish, I will try to provide you with the names of at least three other qualified professionals (or an internet listing service) whose services you might prefer, and if possible at a cost equal to or less than my own fee.
4. You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. Please contact me by phone if you make such a decision without consulting with me.
5. You do not have a right to review your records if I believe doing so is likely to result in harm. (This is subject to change as laws and regulations change.) However, I sometimes review records with and give records to a client as doing so may be beneficial to the therapeutic process or client wants a copy of his/her records.
6. One of the most important rights involves **confidentiality**: Within limits of the law, information revealed by you during therapy will be kept strictly confidential and will not be revealed to any other person or agency without your written permission. Additionally, when more than one family member is being seen in therapy, the therapist views the family as a whole as being the client. Therefore, releases of information of family sessions to third parties require the written approval of every member of the family of consenting age (age 9 and older) who was present at any time during the treatment.
7. At your request and written authorization, any part of your record in the files may be released to any person or agency you designate. I will tell you at the time whether or not I think releasing the information in question to that person or agency **might** be harmful to you. If I do not see potential for harm, I say I don't know.
8. Filing a Complaint
  - a. For ethical/legal practices: The procedure with the forms for doing so are on the last pages of the document (**Codes of Ethics and Complaint Packet**) you downloaded [www.CounselingInHome.com](http://www.CounselingInHome.com) as you were instructed, or were given.
  - b. Regarding my business: (unless an ethics issue in the ethics document) contact the Better Business Bureau (BBB). Remember, by law I can neither avow nor disavow your existence unless I have a document signed by you (include your client number) giving me permission to speak with BBB representatives.
9. You should also know that there are certain situations in which I am required by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, I am not required to inform you of my actions in this regard. These situations are as follows:
  - a. If you threaten grave or bodily harm or death to another identifiable person, I am required by law to report to the police/proper authorities;
  - b. If a lawyer or court of law issues a court order/subpoena, I am required by law to provide the information specifically described in that order, including what is mentioned in item 5 of Rights and Obligations of Clients - *Limits of Confidentiality / Privacy* ;
  - c. If you reveal information relative to neglect, emotional, physical, sexual abuse to a child; abuse to an elder; or abuse to a disabled person; and I suspect that such abuse has taken or is taking place, I am required to report to proper authorities. In certain cases the report must be immediate or within 48 hours. For abuse to children, Child Protective Services will be notified, and for elder abuse Adult Protective Services will be notified. Abuse to a disabled person will be reported either to the police or other appropriate authority;
  - d. I am required to report (you have a right to be anonymous) sexual misconduct and therapeutic deception by another licensed counselor;
  - e. If you are in therapy by court order, the results of the treatment ordered must be revealed to the court;
  - f. If you are seeking payment/reimbursement through an insurance company, the insurance company or health plan may require the release of confidential information in order for you to be reimbursed.
10. You have the right to know about the possible harmful results of therapy. In my years of psychotherapeutic service delivery, the only clear harm of which I am aware has resulted from clients' insistence on using

medical insurance for psychotherapy. Harmful events included: denial of insurance when applying for medical and disability insurance due to DSM-IV-TR diagnosis (mental illness diagnosis, which are usually required for reimbursements under medical insurance); company (mis)control of information when claims are processed; loss of confidentiality due to the large number of persons handling claims; loss of employment, and repercussions of diagnosis in situations which require truthfulness about “mental illness”, including driver’s licenses applications, concealed weapon permits, and job applications.

- Confidentiality may be forfeited when clients sue their counselors as all records of the clients may be used in the counselor’s defense. **Note:** Counseling records may also substantiate or lend credence to the client.

## Part II: The Therapeutic Process

Therapy will seek to meet goals established by all persons involved, usually revolving around a specific presenting problem. A major benefit that may be gained from participating in therapy includes a better ability to handle or cope with marital, family, and other interpersonal relationships. Another possible benefit may be a greater understanding of family and personal goals and values that may lead to a greater maturity and happiness as an individual and increased relational harmony. Other benefits relate to the probable outcomes resulting from resolving specific concerns brought to therapy. **Separate informed consent signatures are needed when treatment plans/goals and other significant items not originally nor previously agreed upon change.**

In working to achieve these potential benefits, therapy will require that firm efforts be made toward change and may involve the experiencing of significant discomfort. Therapeutically resolving unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can similarly lead to discomfort as well as relationship changes that may not be intended.

## Part III: Acupressure Psychotherapy

Acupressure psychotherapy is considered experimental in the traditional psychotherapy field. It is becoming more accepted in the medical community, and the body of evidence supporting it is increasing as research shows it to be effective. Typically, acupressure practitioners apply pressure or tap certain locations on their clients during treatment and to obtain feedback (muscle testing). In my practice, clients tap certain points on themselves according to my instructions, and I obtain feedback via a technique that does **not** require me to touch clients, hence **I will not touch clients when using acupressure.** I use percussive acupressure (tapping) to erode or dissolve the association in the amygdala (an almond-shaped organ in the brain) responsible for the body’s reaction to bad memories and emotional trauma such as acute stress response and post traumatic stress disorder. When these unwanted reactions to bad memories interfere with a person’s daily life and relationships, treating these memories may enhance the counseling process. Percussive acupressure is a recommended treatment for acute stress, post traumatic stress disorder (PTSD), phobias especially, and other emotional disturbances, as shown by research which is available upon request. Options for treatment, by other professionals include Eye Movement Desensitization and Reprocessing (EMDR), Kinesthesiology, Thought Field Therapy (TFT), and others. To date, REMAP is shown to be highly effective, and to learn more about this please visit [www.REMAP.net](http://www.REMAP.net).

## Part IV: Audio / Video Recording of Sessions

- As part of my effort to provide quality service, I prefer to audio/video record all sessions for study. This includes reviewing sessions to note progress or lack thereof. If significant progress is not taking place in a reasonable period of time, reviewing the recordings may clue me how to better help you. If recordings are used in consultation/supervision not leading to certification, attempts will be made to conceal your identity as required by ethics. Session recordings will be stored electronically on CD, DVD or other media in your file. For recordings to take place, all persons of consenting age in the therapy room must give written consent prior to recording. **(Note: Signing this document is giving permission to audio/video record all sessions. If you wish to not have your *in-person* sessions recorded, so state on the signature’s page or initial here.)**

2. **All phone** conversations and sessions with clients may be audio recorded and stored in the client's file even **without** client's permission, for legal and insurance reasons.
3. Recordings for REMAP (Reed Eye Movement Acupressure Psychotherapy) certification – **a separate consent form**: At times I may ask your permission to record one or more acupressure sessions for demonstration of my proficiency. Consent may be revoked at any time in writing. These recordings if used, will be sent on DVD to Steve B. Reed, LMFT, LPC, LMSW in Plano, Texas, toward.

## **Part V: Consultation and Supervision**

AAMFT ethics require counselors to seek consultation on cases as the need arises and if desired to arrange for supervision for counselor development (most licensed counselors/therapists do not avail themselves of ongoing supervision). For case consultations, your identity will be concealed, and as required by ethics any counselor/supervisor being consulted must be excused (if group consultation) if he/she believes to know your identity.

## **Part VI: Client(s) Agreements and Understandings**

1. I (client/s) agree to enter into therapy with Robert N. Fisher, LMFT, and agree to pay by cash, check, or credit card billing agency (TherapySites.com) for the sessions/services received or a block of sessions/services to be received, according to the fee schedule on page 13 of this document.
  - a. I understand a counseling session or "hour" with Robert N. Fisher is at least 15 minutes and usually ends at 60 minutes but may extend if we are experiencing a highly emotional crisis, without additional charge.
  - b. I understand that if I agree to extend the session I will pay an additional fee in accordance with the fee schedule in this document or in accordance with a "hardship" agreement.
  - c. I understand that counselors are prohibited from "negotiating" fees and may not give free session extensions as doing so changes the nature of the client/counselor relationship to "friendship."
  - d. I agree to the fees for other services I request either in addition to or in lieu of therapy, as listed in *Practice Information and Informed Consent* or other list of services & fees provided.
  - e. I understand that **minors age 9 and above sign this document** to give permission to be treated or be included in treatment and that this document for them in no way constitutes any form of "contract."
2. I (client/s) understand that the courts, professional counseling organizations, and ethics guidelines encourage the construction and use of **treatment plans**. I/we also understand that Mr. Fisher, does not regularly use treatment plans because plans for his sessions may change numerous times during a session and may also change from one session to the next, and that if I/we want a treatment plan such plan will likely be very general to allow frequent changes. I/we may request a detailed treatment plan and that once signed by me/us the counselor is required to adhere to such plan and that any change **requires** a new signed treatment plan.
3. I (client/s) understand that I can leave therapy at any time and that I have no moral, legal, or financial obligation to complete the maximum number of sessions listed in this or other contract (if applicable); I am contracting only to pay for completed therapy sessions or a block of sessions, and other services provided.
4. I (client/s) agree to pay a \$30.00 fee for each cancellation or reschedule for a different day when not giving the counselor at least 24 hours notice, emergencies excepted. I understand that inconveniences are **not** emergencies and that I may need to enforce boundaries with other people for them to respect my appointments etc. Rescheduling because "something happened" or "something came up" is not necessarily an emergency and agree to pay the fee. If my reason is due to an emergency or is business related, **I will explain it to my counselor or I may be responsible for payment** (active military excepted.)
5. I (client/s) agree to call the counselor when events result in my being very tardy, and will attempt to attend the session even though the time may be rescheduled for later that day or evening.

6. I (client's) agree to pay the full session fee for any and all "missed" appointments. I also understand and agree that a third missed appointment may result in termination of services and a referral may be provided me. A missed appointment is a scheduled appointment for which I did not appear and the counselor was not given at least 24 hours notice (unless an emergency prevented me from notifying). **If you or your spouse are active military there will be NO penalty charges, and hence this item #5 does not apply.**
7. I (client's) agree to consider a different appoint time when habitually late; understand there is no charge for tardiness and the session may end at the scheduled time.
8. I (client/s) understand that filing for reimbursement with my insurance company or health plan provider is my responsibility, and that reimbursement is not guaranteed.
9. I (client/s) understand that the therapist has the right to seek legal recourse to recoup any unpaid fees, and that not paying for rendered services may be considered "*theft of services*," unless a court or ethics/licensure board, upon review, determines otherwise. In pursuing these measures, the therapist will only disclose biographical information and the amount owed, in order to ensure confidentiality.
10. I (client/s) understand that with electronic counseling sessions the phone, computer, internet connection or other device/s I use may not be secure and I hold Robert N. Fisher blameless and without fault in the event my use of such device/s results in a compromise of my privacy, confidentiality and personal health information. I acknowledge that I am responsible for installing security software on my phone, computer etc. and/or using more secure devices. I acknowledge that no security software nor device is totally secure.
11. I (client/s) give permission for the electronic recording of sessions, both audio and video, and understand that permission may be revoked at any time in writing (except for phone or internet communications and sessions). Further, I and we give permission for the release of these recordings (including session notes of record and any and all other documents) to a court of law if subpoenaed for any one, number of, or all participants both present and past, including adults and minors, in compliance with the wording of the subpoena/s.
12. IF IN COUPLE'S COUNSELING and MARRIED TO SOMEONE ELSE: I/we understand and accept by signature of this document that if either or both of us are married to some other person participating in this therapy or not or having knowledge of this therapy or not, that all records, recordings and documents of this therapy process are likely to be subpoenaed, including Mr. Fisher, my/our therapist and that I/we hold Mr. Robert N. Fisher, LMFT free of any and all liabilities and charges of ethics violations for having complied with the court order/subpoena. I/we agree to inform Mr. Fisher whether such marriages exist, and that not doing so in or before the first session may result in termination of services. Further, I/we understand that at times this therapy process may be painful and discussion of and references to my/our spouses are part of our therapy and that I/we may learn possible resulting consequences of our choices even if I/we did not ask for them. Further, AAMFT ethics states that the therapist's loyalty is to the relationship yet because either or both of us are currently married to other parties, I/we understand therapist may have no loyalty to this relationship and must consider the existing marriages until such marriages have been dissolved and divorces have been finalized; that neither child nor children may be present nor included in therapy without the therapist having first received a copy of the custody arrangements to determine legality of such action; that if divorces have not been finalized that neither child nor children will be present at any time even if in "another" room.
13. **NO VIOLENCE AGREEMENT and CONSEQUENCES:** I (client/s) agree to immediately stop being violent in my relationship while I/we are in counseling with Robert N. Fisher, LMFT, BCPC, CART. Types of violence include and are not limited to pushing, shoving, elbowing, grabbing, hitting, throwing things at a person, damage/destruction of another's property, sarcastic or other remarks to denigrate and put the other person/s down, including belittling.
  - a. I understand that if I violate this agreement couples/family counseling may be contraindicated and hence suspended or terminated until violence has ceased.
  - b. I understand that if I damage another's property and/or cause injury (includes scratches, cuts and bruises) to another person, that the other person may have been instructed to call 911 and that I may be sued and/or

spend time in jail, for “assault sustaining an injury” or other charge and that my/our counseling records may be subpoenaed and used in court.

- c. I understand and agree that if Robert N. Fisher knows of the other person/s who may also be his client, or not, that he has my permission to call said person/s and/or whichever authorities he deems appropriate in order to protect said person/s, and I waive my rights to confidentiality and privacy in such matter.

14. I (client/s) have sufficiently read the contents of this document entitled *Practice Information, Disclosure, Informed Consent*. I sufficiently understand the contents of this document and agree to its terms. I also understand I have the right to review this and other documents received from Mr. Fisher, so that I may address concerns I had not previously noticed or wish to discuss further and perhaps modify, and that I may suspend or revoke permission for therapy at any time until my concerns have been satisfied.

- a. Client(s) received a copy in PDF format (email or download) or physical copy of this document unsigned.
- b. Client(s) want a signed copy of this document. (Email as PDF    Postal mail    Deliver at next session)
- c. Client(s) had their physical copy signed for their records during first session.
- d. Client(s) declined to receive signed / unsigned copy of this document at this time.

Understood by this practice is that clients may sign documents without having read them thoroughly in order to commence treatment. Purposes of discussing contents of this document are: **1)** clarification so there is agreement between client/s and therapist; **2)** assess whether client/s are mentally capable of entering into a contract and participating in treatment. Also, If someone signs in a representative capacity, such as a parent or a court-appointed guardian or conservator, such capacity should be stated and the person represented should be specified.

Printed names are to be as shown on drivers license. Please show therapist your picture drivers license/ID.

Client Signature: \_\_\_\_\_ 2010

Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ 2010

Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ 2010

Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ 2010

Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ 2010

Printed Name: \_\_\_\_\_

Therapist Signature: \_\_\_\_\_ 2010

Robert N. Fisher, MS, LMFT, BCPC, CART