



Kathryn de Bruin

FAMILY THERAPY + TRAINING

PSYCHOTHERAPIST- PATIENT AGREEMENT

This Psychotherapist- Patient Agreement (“Agreement”) is made this date: _____ (“Effective Date”) by and between Kathryn de Bruin Family Therapy and Training, Inc., a California professional marriage and family therapy corporation (“KBFTT”) and _____ (“Patient”).

BACKGROUND INFORMATION

- A. KBFTT is a California professional marriage and family therapy corporation, and it is owned and operated by Kathryn de Bruin, LMFT, who is its sole-shareholder.
- B. Kathryn de Bruin (“DEBRUIN”) is a licensed marriage and family therapist, and she has been continuously licensed as a therapist by the California Board of Behavioral Sciences since September 2008. Her license number is MFC43615.
- C. Through its licensed psychotherapists and its marriage and family therapist registered interns, KBFTT provides personalized psychotherapy and counseling services to patients.
- D. Patient desires to contract with KBFTT to provide personalized psychotherapy and counseling services to Patient, all pursuant to the terms and conditions set forth in this Agreement.

PROVISIONS

Now, therefore, in consideration of the mutual promises and conditions contained herein, the parties, intending to be legally bound, agree as follows:

1. Basic Obligations:

- a. **Engagement** Patient engages KBFTT, and KBFTT accepts such engagement, to provide the services set forth in Section 1(b), on the terms and conditions set forth herein.
- b. **Psychotherapist’s Services** KBFTT shall provide to Patient psychotherapy or counseling services, including, but not limited to, assessment, evaluation, and management of Patient’s case, including formulating a treatment plan reasonably calculated by Psychotherapist, in light of her education, training, and experience, to assist Patient in achieving Patient’s treatment goals (“Services”).
- c. **Treatment Outcomes** Although Services can help patients meet their treatment goals, there is no guarantee that this will occur, and, in fact, Patient’s symptoms might initially worsen before improving.
- d. **Patient’s Responsibilities** Patient shall be responsible for performing the following obligations so long as Patient remains a patient of KBFTT:
 - i. As compensation for the Services performed by KBFTT, prior to the commencement of each session, Patient shall pay KBFTT \$_____ per fifty-minute session throughout the term of this Agreement.

- ii. Since KBFTT does not accept insurance, it is Patient's responsibility to submit claims for reimbursement to Patient's insurance company, and to follow up on the status of any claims submitted.
- iii. Patient will be honest with his/her Psychotherapist about his/her thoughts and feelings, and Patient will comply with the treatment plan, including completing any outside of session "homework" assignments, as established by Patient's Psychotherapist.
- iv. Patient shall conduct himself/herself in an honest, appropriate, and lawful manner when interacting with Psychotherapist and other members of KBFTT's staff.

2. Term and Termination:

- a. The term of this Agreement shall commence on the Effective Date and it shall continue, week to week, until either party terminates it.
- b. Patient may terminate this Agreement at any time by providing KBFTT with notice of Patient's termination as set forth in 4(d) below.
- c. KBFTT may terminate this Agreement with cause only, including, but not limited to:
 - i. Patient's failure to comply with any of the terms of this Agreement;
 - ii. Psychotherapist reasonably believes that he/she can no longer provide Patient with effective treatment because Patient's condition necessitates treatment outside of Psychotherapist's scope of practice and/or scope of competence;
 - iii. Psychotherapist reasonably believes that Patient is not benefitting from KBFTT's treatment; and/or,
 - iv. Patient has attempted to involve Psychotherapist in issues that are, or could be, unlawful, illegal, and/or unethical.

3. Miscellaneous:

- a. **Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Understanding** This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein and supersedes all prior agreements between them. This Agreement may be amended or modified only by the written consent of the parties.
- c. **Notices** Notice from KBFTT to Patient, or from Patient to KBFTT, can be by telephone, mail, email, or fax machine:
 - i. Patient may contact KBFTT by calling 619-352-0054; by mailing correspondence to 10065 Old Grove Road, Suite 102, San Diego, California, 92131; by emailing information to KBFTT at therapy@kathryndebruin.com; or, by faxing documents to 858-527-0451.
 - ii. KBFTT may contact Patient by calling Patient at (insert cell/home/work phone numbers); by mailing correspondence to (insert home/work address); by emailing information to Patient at (insert patient's email address); or, by faxing information to Patient at (insert patient's fax number).
 - iii. Patient agrees to keep KBFTT apprised of any changes to Patient's telephone number, home/work addresses, email address, or fax number.
- d. **Telephone Calls** Telephone calls exceeding ten minutes will be billed on a pro rata basis based on Patient's fifty minute session fee. At Patient's request, and with Patient's written authorization, KBFTT will communicate with people other than Patient, and if any of these calls exceed ten minutes, Patient will be billed on a pro rata basis based on Patient's fifty minute session fee.

- i. Payment for telephone calls is due and payable at the next regularly-scheduled session, or the charge will be added to Patient's bill.
- e. **Emergency Treatment** If you have a life threatening emergency, call 911 immediately. KBFTT does not provide twenty-four hour coverage for emergency or crisis sessions. KBFTT generally returns telephone calls within twenty-four hours of receiving them, so, if you are in a life threatening emergency, call 911 immediately.
- f. **Appointment Scheduling and Cancellation Policy** Consistent attendance at sessions is fundamental to successful therapy. Sessions are typically scheduled to occur one time per week, and usually they occur at the same time and on the same day of the week, which precludes KBFTT from scheduling Psychotherapist with other consumers.
 - i. To cancel a session, because Patient has reserved Psychotherapist's time in advance, which precludes Psychotherapist from seeing other patients during that time, Patient agrees to notify KBFTT at least twenty-four hours in advance of Patient's already-scheduled appointment ("Cancellation Policy").
 - ii. If Patient violates KBFTT's Cancellation Policy, Patient agrees to compensate KBFTT \$_____ for the missed session. Patient acknowledges and understands that this amount is not a penalty for missing a session, but rather is a good faith amount, agreed upon ahead of time by the parties hereto, to compensate KBFTT for its inability to schedule other patients at that day/time.
- g. **Expert Witness Fees** If Patient requires Psychotherapist to attend a deposition, hearing, or other legal proceeding to testify about Patient's treatment, Patient agrees to pay Psychotherapist \$250 per hour with a four-hour minimum for any such testimony.
- h. **E-mail or Texting** Other than scheduling appointments, unless otherwise agreed to by KBFTT, KBFTT will not accept, review, or respond to E-mails or text messages from Patient or anyone acting on Patient's behalf. Patient agrees to limit E-mails and text messages to scheduling only.
- i. **Assignment** KBFTT reserves the right to reassign Patient's case to another Psychotherapist at KBFTT as it deems appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the date first written above.

Patient

Kathryn de Bruin, LMFT
Kathryn de Bruin, Family Therapy and Training, Inc.

Patient

