



Erna Benson-Karp

Mental Health Therapist & Life Coach

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THERAPY SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains information about my policies and practices to protect the privacy of your information. Please read this document carefully and let me know if you have any questions or concerns. By signing this document, you will be stating that you were provided with this information and it will represent a binding agreement between us.

Mental Health Services:

Mental health therapy is not easily described in general statements. It varies depending on the therapist, the client and the client's particular situation and goals. There are many different methods which may be used to deal with a particular situation, goals and objectives. For the best outcome, each client must choose to invest energy in the process and work actively on relevant topics both during and between sessions.

Counselling often involves discussing difficult aspects of your life. During our work together you may experience uncomfortable feelings like sadness, guilt, anger, anxiety or frustration. Your journey in therapy may also lead to healthier relationships, solutions to specific problems, increased life satisfaction, improved physical health, and significant reductions in feelings of distress. However, there are no guarantees as to what each client will experience.

If you ever have any concerns about your therapy process, I encourage you to discuss this in our sessions so that we can collaborate together as you move forward.

What to Expect:

The first few sessions will involve an evaluation of your situation including needs, goals and objectives to work towards. Therapy can involve a significant investment of time, energy and money. It is important to select a therapist with whom you are comfortable working. If at any time you have questions about therapy, please discuss them with me as they arise. If you decide to discontinue therapy, I will provide referrals to other therapists or other appropriate resources if required.

It is unethical for two different therapists to provide counselling for the same client at the same time. Unless there is a compelling clinical reason, a crisis or a specialized therapy treatment plan that we will be working on, I do not work with clients who are under the care of another therapist. If you are working with another therapist, please disclose this so that we can discuss the next steps.

Sessions:

Therapy is a process that is unique to each client and the challenges that they are presenting. Some challenges can be worked on very effectively in a fairly short period of time where as other challenges may take much longer. It can be difficult to predict exactly how long therapy will last and this is best discussed in your first session. You and I will put together a treatment plan and goals that you will be working towards.

If you have questions regarding the length of treatment, please feel free to discuss this with me at the start and at any point during therapy.

Therapy sessions are weekly and are scheduled in advance. Standard sessions are 60 minutes in length and begin and end on time.

Longer sessions are available by request and upon availability of my schedule at a pro-rated fee. At the start of therapy, I may extend your first few sessions past the 60 minutes, however, unless I extend this time, I ask that you please respect your 60-minute session time. If I find that your session tends to run longer, we will discuss this in session in order to maintain healthy boundaries around starting and ending on time.

It is understandable that occasionally you may be late. If you are late to your sessions, please understand that the session will not extend past your 60 minutes, nor will the time be made up at future sessions, as this will impact other clients I see. If you have called to state that you will be late, the remaining time of our scheduled session is available to you. If you have not called, I may not be available after 15 minutes from the scheduled start time.

Client Cancellation Procedures and Fees:

If you need to cancel a scheduled therapy session, you must do so at least 24-hours in advance.

If you do not cancel a scheduled appointment with at least 24-hours' notice, or if you fail to attend a scheduled session (that you have not called to cancel), you agree to pay the full fee for that session.

It is understandable that occasionally an appointment will be cancelled or missed due to illness or emergency. However, your regular session day/time has been reserved for you. My schedule does not always allow for a great deal of flexibility with respect to continual cancellations, rescheduled appointments or no-shows.

If you tend to forget appointments, please let me know – I will be happy to email or text you in advance to confirm our sessions. However, you are responsible for keeping track and attending your sessions.

Therapist Availability between Sessions:

Due to my work schedule, I am often not immediately available by telephone because I do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail which I monitor frequently. I will make every effort to return your call as soon as possible. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the mental health therapist on call.

I am available to take a brief 5-minute phone call or answer a short 1-paragraph email regarding your therapy appointment times or therapy homework, however we will not process therapy issues via email unless I have specifically asked you to check in as part of your treatment. Should you decide to contact me via email, please note that this is not a secure means of communication and you are accepting the risk associated with transmitting personal information over the internet. I will make every reasonable effort to maintain email/electronic security.

If the client feels that more contact is needed between sessions due to crisis, I am willing to discuss the possibility of increasing the weekly sessions if I feel that it supports the client's therapy. If frequent non-crisis contact continues between sessions, it will be important to talk about charging for that support time, and/or referring out for a higher level of care than a once a week therapy session can offer.

If I will be unavailable for an extended time, such as when I am on vacation, I will provide you with the name of a colleague to contact, if necessary.

Policy Regarding Internet Professional and/or Social Networking Sites:

On occasion a client will send me an on-line invitation or "friend" request through Linked-In or Facebook. Unfortunately, this could potentially risk the client's confidentiality and complicate our therapeutic relationship. As such I choose not to accept these requests from clients.

Confidentiality:

In general, the law protects the privacy of all communication between a client and a mental health provider. I may only release information about your treatment to others if you sign a written authorization form. You may revoke any such authorization at any time, which must be in writing. However, in the following situations, your authorization is not required to release your personal information:

- ☼ Therapist's duty to warn another in the case of potential suicide, homicide or threat of imminent, serious harm to another individual.
- ☼ Therapist's duty to report suspicion of abuse or neglect of children or vulnerable adults.
- ☼ Therapist's duty to report prenatal exposure to cocaine, heroin, phencyclidine, methamphetamine, amphetamine or their derivatives, THC, and excesses and habitual use of alcohol.
- ☼ Therapist's duty to report the misconduct of mental health or health care professionals.
- ☼ Therapist's duty to provide a spouse or parent of a deceased client access to their child or spouse's records.
- ☼ Therapist's duty to provide parents of minor children access to their child's records. Minor clients can request, in writing, that particular information not be disclosed to parents. Such a request should be discussed with the therapist.
- ☼ Therapist's duty to release records if subpoenaed by the courts.
- ☼ Therapist's obligations to contracts (e.g. to employer of client, to an insurance carrier or health plan).

These situations are very unusual in my practice but if such a situation should occur, I will make every effort to discuss it with you fully before taking any action and I will limit any disclosure about you to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, I am not an attorney, please discuss any questions or concerns you have about confidentiality with me at any time. If you have specific legal questions about the laws regarding confidentiality, the exceptions and how it may relate to your situation, please seek formal legal advice from an attorney.

Minors:

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from your parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding as well as a summary of your treatment when it is complete. However, if I feel that there is a high risk that you will seriously harm yourself or another, I will notify them of my concern. Before giving your parents any information, I will discuss the matter with you.

Safety:

I strive to provide a safe environment for all. Please let me know immediately if you have concerns for your safety while at my office. You agree that if you engage in verbal, written or physical behavior that is threatening to a therapist or a therapist's family, or any other person at GEM Mental Health Therapy and Coaching, any person involved may identify you to the police, explain that you are a client at GEM Mental Health Therapy and Coaching, and report the threatening behavior using

your personally identifying information. Further, if needed, you agree that any therapist or other at GEM Mental Health Therapy and Coaching may take other legal action to ensure safety for any therapist and any therapist's family or other people at GEM Mental Health Therapy and Coaching using your personally identifying information.

Referrals of Friends, Family, Co-Workers:

The greatest compliment a therapist can receive are referrals from current or former clients. There are times when clients wish to introduce me as their therapist so they can recommend me as a referral, which is ethical and acceptable.

Please understand that your confidentiality is extremely important to me. If another client that I see referred you to me, or if you refer a friend, co-worker or family member to me, legally and ethically I am not able to acknowledge that other person's attendance to you if they should begin seeing me in therapy or if they are currently in therapy with me. If you choose to share that I am your therapist with the person who referred you or with someone you refer, that is a decision that you must make if you choose to reveal you are in therapy with me. Please be assured that I will not acknowledge you as my client to anyone without your written consent.

Because this may sound rather official to clients and because I will not acknowledge whom I see in therapy, including you, I thank my clients here on this page one time in advance for any referrals they may make: **Thank you for the referral; I am honored by your trust and confidence.**

Other Client Rights:

You agree that you understand the following:

- ☼ I have the right to request and receive confidential communication of my protected health information by alternate means or at alternative locations. For example, clients may request the therapist send any correspondences to an address other than the clients' home address if not wanting family members to know about therapy.
- ☼ I have the right to request that the therapist change information in my record. I understand I am required to make such requests in writing along with reasons for the requested changes. The client's request will be noted.
- ☼ I understand I generally have the right to receive an accounting of any disclosures the therapist has made of protected health information, which did not require client authorization.
- ☼ I understand my therapist may use or disclose my health information for treatment purposes including presentation of my case in consultation with other professionals or consultants who are bound by the legal framework of privacy and confidentiality for professional development and guidance purposes. This case consultation may include case consultation with other therapists and supervisors outside of GEM Mental Health Therapy and Coaching. In most cases, outside consultation will be undertaken without the use of any identifying information.
- ☼ I understand my therapist may use or disclose my health information for the purposes of payment and health care operations including internal administration, participating in periodic file review, and normal business accounting procedures.

Professional Fees and Payments:

My hourly fee is ZAR..... for individual sessions and ZAR..... for family sessions and ZAR for group discussions. In addition to weekly appointments, it is my practice to charge for other professional services you may require such as: report writing, telephone conversations which last longer than 10 minutes, attending meetings or consultations with other professionals which you have authorized, preparing records or treatment summaries.

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you require another arrangement. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and I have been unable to collect the fees, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided and the amount due. If such legal action is necessary, its costs will be included in the claim.

Professional ethics prohibit “barter” (i.e. trading of services or goods) as payment of fees.

You will be notified within 30 days of any changes to the policies, practices, procedures and fees described in this document. If you have any questions regarding my fee policy, please discuss this with me.

Conclusion and Signature:

By signing below, I am indicating that I have received and read the information in this document, have discussed the contents with my therapist to my satisfaction, and agree to abide by its terms during the course of therapy. I understand I may request a copy of this document.

Client 1 – Print Name

Signature

Date

Client 1 – Print Name

Signature

Date

ERNA BENSON-KARP
**Mental Health Therapist
and Life Coach**

Signature

Date