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**Margaret “Molly” Merson, MFT**  
Licensed Marriage and Family Therapist, MFC#52483  
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### **INFORMED CONSENT FOR TREATMENT**

The following document includes my office policies and your agreement to enter into treatment with me, a Licensed Marriage and Family Therapist in California. When you sign this document, it signals that you agree with the policies and information contained herein. If you have any questions about any of this material, please feel free to raise them with me at any time.

**CANCELLATION POLICY:** I do my best to offer a consistent, reliable meeting time for us at the same time and day each week. Therefore, if you cancel with less than 48 hours' notice for any session, you will be charged your normal fee, **unless we can reschedule within one week.**

In addition, my policy permits **three (3) missed sessions per calendar year with 48 hours notice (or up to a week's worth of sessions with notice, whichever number is greater) free of charge.** If you miss more than three (3) sessions (or more than a week's worth of sessions, whichever number is greater) per calendar year, **you will still be charged your usual fee for any additional missed session, even if you cancel your session with 48 hours' notice.** This is in addition to any time I may take off from treatment (usually 4-5 weeks per year).

I can make an exception to this policy given the following circumstances: You have cancelled outside of 48 hours, **and** we can reschedule the missed session within seven (7) calendar days on either end of your usual appointment time. Keep in mind that if my calendar is full, we may not be able to reschedule your missed session, and you will be liable for your fee.

**APPOINTMENTS, FEES, AND PAYMENT:** Appointments are \$275 for a 50-minute session, unless prior arrangements are made for a reduced fee. Longer sessions are pro-rated for the additional time. Fees are charged either **1) manually by me through my electronic health record system** or **2) by you at a frequency of your choice, not to exceed monthly frequency.** Method of payment and frequency will be discussed within the first four sessions.

If you have insurance that reimburses you for psychotherapy, upon request I can provide you with a monthly superbill to submit to your carrier for reimbursement. I do not accept insurance, so you will pay the fee directly to me, and submit a superbill to your insurance company for reimbursement.

Please note: if you choose to pursue reimbursement by your insurance company, it is your responsibility to determine if you have a deductible and what percentage of your payments will be reimbursed. Because your insurance provider is contributing financially to your treatment, they may have access to certain privileged information (including your diagnosis) and may have access to your medical records so that they can determine whether appropriate treatment is being provided. If I am ever requested to give your mental health records to your insurance provider, I will notify you and we will discuss your options to preserve your right to privacy.

If you choose to use a credit card, your card information will be stored with a HIPAA compliant credit card processing company. If you choose to pay by credit card, you have authorized me to charge this card for the full session amount agreed to in advance with the parameters outlined in this consent form, and assume any responsibility with your credit card company for repayment to them.

I may raise my rates each calendar year. I may raise my rate more frequently if your financial situation changes considerably. We will have an opportunity to talk about fee increases and how they impact any feelings you have about the treatment.

**If you have more than six (6) unpaid sessions and you are unable to pay your bill, we may stop treatment until the bill is paid, or make other arrangements for your treatment.**

**PHONE CALLS:** When you leave a message on my voice mail, I will respond to you within 48 hours during the business week, and up to one business day after the weekend. If our between-session phone call lasts longer than 15 minutes, the call may be billed as though it is a 50-minute session. If we are having frequent check-ins, I may suggest to you that we increase the frequency of our sessions.

**EMAIL, TEXT MESSAGE, AND SOCIAL MEDIA:** Email is not a confidential method of communication and can be intercepted by unauthorized persons. If you are willing to assume the risk and prefer to reach me by email, you may use [therapy@mollymerson.com](mailto:therapy@mollymerson.com). If you would like to reach me by encrypted email, please use [mollymersonlmft@hushmail.com](mailto:mollymersonlmft@hushmail.com) where you will need to set up a passphrase and the email will only be retrievable for two weeks. **You may send a text message to 510-594-4035.** If you do so, please include your initials, otherwise I won't know who sent the message. I am unable to respond to text messages due to carrier/provider limitations.

Please see my Social Media Policy for more information about how I preserve and maintain your privacy on social media.

**MISSED SESSIONS/NO SHOWS/LATE ARRIVALS:** If you are going to be more than 15 minutes late to a session, please call or email me to let me know you will be late or are not coming. If you do arrive late, we will end on time to preserve the following person's full session time. If I have not heard from you in 15 minutes from our scheduled start time, I may assume you are not coming, and will leave the session. I charge the full rate of your session for a no-show.

**LEGAL ISSUES/PREPARATION OF PAPERWORK FOR COURT:** It is your privilege to use confidential information about yourself in a court proceeding. If you request your mental health file for a court proceeding, or request that I testify in a court proceeding, I recommend that you give us ample time to discuss the ways your confidentiality and privacy will not be protected and privileged information will be exposed. I will charge my full (not reduced) session rate of \$275 per hour for both paperwork preparation and court appearances or depositions, *including travel time*.

**TERMINATION:** It is your right and in your power to end therapy at any time. If you decide that you are ready to terminate, I recommend you give several weeks notice so that we can process the transition and the feelings that come up around discontinuing therapy. It can be a significant experience to terminate a therapeutic relationship, and may be important and useful to allow the time to explore whatever feelings may be coming up. We may also talk about how you will know whether you need to return to therapy for "check ups". If you need to terminate

immediately and it does not feel possible to phase out of therapy over the course of several weeks, I do recommend you allow us at least one final session to offer closure to the process. I am also happy to provide referrals to other therapists or providers should you feel that you need a different style of therapy and wish to terminate for that reason.

If, during our work together, I feel as though I am unable to help you, I will give you three referrals for other clinicians, and offer an opportunity to process the feelings that come up about termination. Failure to pay fees on time may also result in termination of therapy until such time as you are able to pay for services. If finances and affordability are a limiting factor and we cannot come to a mutually agreeable fee, if possible I may be able to provide you with referrals to sliding scale clinics and clinicians.

**RISKS AND BENEFITS:** Therapy can offer a number of benefits, including new ways of understanding yourself and your relationships, finding a clearer path to identifying and achieving your goals, unblocking places you feel stuck, and improving your relationships and quality of life. Therapy may lead you to make decisions about changing jobs, homes, schools, partners, or other aspects of your life. Therapy can also bring up memories of events that you may have been pushing away or have forgotten to protect yourself from uncomfortable feelings. During some parts of the therapy, feelings of frustration, anxiety, discomfort, depression, and other difficult emotions may arise. If any of these feelings or others not listed here are coming up for you, I strongly recommend that you bring them to the therapy so that you are not alone in your experience, and so that we can process them together and find new ways of navigating what is coming up for you.

Though there are no guaranteed results, therapy works best when you are honest with yourself and with me. Our work may challenge many of your usual assumptions, and it might feel difficult to bring some things into therapy (especially if you are used to pushing certain feelings away). Therapy is not a linear process, and sometimes the work can feel quick and painless, and even cathartic; other times, it may feel gradual and frustrating. If you are ever feeling stuck in the treatment, please let me know, so we can work together to understand what is feeling intimidating or uncomfortable and work towards a deeper understanding of your experience.

**CONFIDENTIALITY:** Unless you give me specific written consent to disclose information, all client/patient information is confidential. I may, and sometimes must, break confidentiality under the following circumstances:

- **Suspected child or elder abuse/neglect (notify CPS/APS)**
- **Intent to harm self or others (contact your friends and family, or police)**
- **Subpoenas and court orders (share treatment information with the courts for legal proceedings)**

Parents may have access to information regarding minor children's treatment *unless*: I deem it detrimental to the child's well being, there is suspected child abuse, or all of the following are present: The minor is over 12, has consented to their own treatment, and is paying for their own treatment without parental support, according to the state of California. Also, if you disclose the downloading or viewing of child pornography, I must report this to Child Protective Services.

I share non-identifying client/patient information with consultants and supervisors and in case conferences with professional therapists as permitted by law. I keep limited treatment, billing, and appointment records for each session, held under multiple security layers (similar to bank-level security) and stored in therapy-specific software in the cloud.

If you use your insurance provider to reimburse you for our sessions, or if your parents/guardians are paying for therapy, and/or you are under the age of 18, these individuals or entities may have access to your medical records. If your records are ever requested by a third party, or if anyone contacts me in regards to your treatment, I will notify you. In some cases, I

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may be required to disclose information, but in these cases I will attempt to reach you so that we can decide together the best course of action. I am also permitted by law to disclose pertinent medical information about you to medical providers if deemed important to my ability to provide adequate care. One exception to my ability to notify you about requests for disclosure is the Patriot Act, which states that if you are suspected of terrorism by the Federal government, they are allowed to subpoena my records of your treatment and I may not be allowed to notify you. Please let me know if you have any questions about these or other issues of privacy or confidentiality. You may also refer to my website for more information about my practice and policies.

*I agree to these terms and conditions and consent to treatment with Margaret "Molly" Merson, MFT:*

*Name*

*Date*

*(if in a couple/dyad:)*

*Name*

*Date*

*I have received, read, and understood the Social Media Policy and Notice of Privacy Practices:*

*initials*

***For credit card use:***

*I am planning to use my credit card to pay for sessions. These are the last four digits of my card: \_\_\_\_\_*

*I authorize Molly Merson, MFT to charge my card for each session in full.*

*initials*

*Policy updated 1/1/2022*