



# **SAMANTHA WAKACH, LCSW**

## **CLIENT SERVICES AGREEMENT**

### **Who is Samantha Wakach?**

Samantha is a Licensed Clinical Social Worker. She earned a Masters degree in Social Work from UCLA in 1998 and a Bachelor's degree in Ethnic Studies from UCSD in 1996. She became a Licensed Clinical Social Worker (LCSW) in 2005. As an LCSW, Samantha engages in a range of activities in both the private and non profit sectors - for example, clinical supervision for intern therapists, teaching/training, individual, couples, and family psychotherapy and counseling, individual and family coaching, and development of collaborative co-parenting contracts with separating/divorcing parents.

### **What is Clinical Social Work?**

“The practice of clinical social work is defined as a service in which a special knowledge of social resources, human capabilities, and the part that unconscious motivation plays in determining behavior, is directed at helping people to achieve more adequate, satisfying, and productive social adjustments. The application of social work principles and methods includes, but is not restricted to, counseling and using applied psychotherapy of a nonmedical nature with individuals, families, or groups; providing information and referral services; providing or arranging for the provision of social services; explaining or interpreting the psychosocial aspects in the situations of individuals, families, or groups; helping communities to organize, to provide, or to improve social or health services; or doing research related to social work.” - California Board of Behavioral Sciences

### **I. Individual, Couples and Family Psychotherapy & Counseling**

The majority of those seeking therapy are at a low point in their life – or some part of their life, face distress and emotional pain. They range from seriously impaired to highly functional in some life areas. They seek therapy for the part of their life that is dysfunctional, wounded, hurting or debilitated. Issues that people bring to therapists are often entrenched, enmeshed and complex. Therapy follows a medical model wherein the therapist makes a diagnosis and treats the client. Hopefully, the outcome is a cure and/or improvement in symptoms. Samantha uses a variety of theoretical approaches when providing psychotherapy & its related services. She will consult with you, the client, to develop a treatment plan that reflects your needs. Psychotherapeutic approaches to your problem are likely to vary over the course of treatment. They may include modalities that are behavioral, cognitive behavioral, psychodynamic, family systems-oriented, and psycho-educational. Samantha's approach to treatment will be modified as your goals and needs change.

Treatment planning will reflect Samantha's assessment of what will most benefit you and will be developed as part of a mutually agreed upon process with you at the onset of treatment, and as needed. Participation in counseling and therapy can result in a number of benefits to you, including improved interpersonal relationships and resolution of the specific concerns that led you to seek consultation. Working towards these benefits requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to

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change your thoughts, feelings and/or behavior. Samantha will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy, and will expect you to respond openly and honestly in order to properly evaluate the efficacy of the approach(es) being utilized. Sometimes more than one approach can be helpful in dealing with a certain situation. Talking about unpleasant events, feelings, or thoughts, during evaluation or therapy, can result in considerable distress, discomfort or strong feelings of anger, sadness, worry, fear, anxiety, depression, insomnia, and other emotional responses.

Samantha may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations. This may also cause you to feel increased tension, anxiety, very upset, angry, depressed, disappointed, or challenged. Attempting to resolve issues that brought you to therapy in the first place, such as personal relationships, may result in changes that were not originally intended. Consultation and counseling may result in a decision about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision or change that is positive for one person is viewed quite negatively by others that are significant in the person's life. Change will sometimes be easy and rapid. More often, change will come slowly and even be frustrating, at times. There is no guarantee that psychotherapy will yield positive or intended results. Psychotherapy usually occurs in a face-to-face setting, although sessions can be scheduled via telephonic and/or video conferencing if mutually agreed upon by Samantha and her client. In these instances, a separate consent to participate in "telemedicine" must be completed. Email contact may occasionally occur, but not in lieu of direct contact with Samantha. Face to face appointments take place in Samantha's office unless other sites are more appropriate, such as a hospital or other medical or therapeutic facility, nursing or convalescent home, or a person's home. When working with a multidisciplinary team, Samantha's consultation may occur concurrent with another professional's service, and in a setting consistent with that other professional's work – e.g. at the bedside with a physician, in the physical therapist's office. Psycho-educational groups and workshops may be conducted in Samantha's office, classrooms, universities, schools, hospitals, conference centers, church facilities, and any other agency, office or institution appropriate in size, setting, and mission.

### **Confidentiality:**

Confidentiality is maintained unless 1) you (client) authorize, with your signature, a release of information, and/or, 2) you (client) present a physical danger to self, and/or, 3) treatment is being acknowledged to a referring professional person or agency, and/or, 4) you (client) default on your account, and/or 5) your (client) health plan or organization (e.g. employer), requires information to authorize or pay for services rendered, and/or 6) you present a danger to others, and/or, 7) child, dependent, or elder abuse or neglect is suspected. Some of the instances where disclosure is required by law are: when there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled. Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy or coaching records and or testimony by Samantha.

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In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Samantha will use her professional judgment when revealing such information. Samantha will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

For psychotherapy for minors, parents/guardians must understand and agree that the details of what is discussed in sessions, necessarily, must remain confidential. However, parents/guardians can expect to be kept up to date on their child's progress in treatment and will be immediately notified if any serious safety concerns about their child arise, including suicidality.

Disclosure of confidential information may be required by your health insurance carrier or HMO, PPO, MCO, EAP in order to process your claims. Samantha has no control or knowledge over what insurance companies do with the information she submits or who has access to that information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and may also be reported to, congress approved, National Medical Data Bank. Accessibility to companies' computers or the Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to be sold, stolen and accessed by enforcement agencies, placing you in a vulnerable position.

Due to the nature of psychotherapy, and the fact that litigation often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (the client) nor your attorney, nor anyone else acting on your behalf will call on Samantha to testify in court or any other proceeding, nor will a disclosure of the records be requested. Samantha consults regularly with other professionals regarding her clients. Your name or other identifying information is never mentioned. Your identity remains completely anonymous, and confidentiality is fully maintained. Both the law and professional standards require that Samantha keep appropriate records of your work together. As the client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Samantha assesses that releasing such information might be harmful in any way. In such a case, Samantha will provide the records to an appropriate and legitimate professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Samantha will release information to any agency or person you specify unless she assesses that releasing such information might be harmful in any way.

### **Telephone and Emergency Procedures:**

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Samantha is an outpatient mental health provider, and as such, does not have the capacity for 24 hour crisis support. In the event of a medical emergency you should always contact 911 or travel safely to the nearest emergency room. In the event of a clinical emergency or need to talk to someone right away, you can call Emergency Services for immediate assistance (911), The National Suicide Hotline (800) 273-8255, The Psychiatric Mobile Response Team (PMRT) at (310) 482-3260 or the Thaliens Mental Health Center at Cedars-Sinai Hospital (310) 423-3411. If you have a crisis and safety plan in place with Samantha, you should also refer to that document for additional resources and/or instructions on how to manage crisis situations.

If you need to contact Samantha between appointments for urgent but non emergency matters, please leave a message on the voice mail (310) 365-4295 and your call will be returned during usual weekday business hours. Samantha checks her voice mail a few times daily, Monday through Friday, unless it is a holiday or she is out of town.

#### **Payments and Insurance Reimbursement:**

Clients are expected to pay for service at the end of each session or meeting unless some other arrangement was made with Samantha. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, travel time, etc. will be charged at a prorated fee. Please notify Samantha if any problem arises during the course of your work with her regarding your ability to make timely payments. Clients that are using insurance to reimburse Samantha should remember that professional services are rendered and charged to you, the client, and not to the insurance company. If there is a contractual relationship between Samantha and your insurance company, that is not a guarantee that the insurance will pay for the services rendered. Not all issues/conditions/problems or service types are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. You remain responsible for any charges incurred and not covered or declined by your insurance.

**Note:** Coaching and non-psychotherapy services are not usually reimbursed by or covered under insurance plans.

#### **Mediation and Arbitration:**

All disputes arising out of or in relation to this agreement to provide services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Samantha and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Los Angeles County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Samantha can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall

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be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

### **Treatment Plans:**

Within a reasonable period of time after the initial session or meeting, Samantha will discuss with you (client) her working understanding of the problem or situation, treatment or actions plans, objectives, and her view of possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your work with Samantha, their possible risks or benefits, Samantha's expertise in employing them, please ask and you will be answered fully. If you could benefit from any treatment Samantha does not provide, she has an ethical obligation to assist you in obtaining those treatments

### **Termination:**

As set forth above, Samantha will assess if she can be of benefit to you. Samantha will, if she doesn't think she can assist you, give you a number of referrals that you can contact. If at any point during psychotherapy, coaching or any service provided Samantha assesses that she is not effective in helping you resolve your concerns or reach the goals set, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request or authorize it in writing, Samantha will talk to the professional of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another professional, Samantha will assist you in finding someone qualified, and if she has your written consent, she will provide that professional with the essential information needed. You have the right to terminate services at any time. If you choose to terminate your relationship with Samantha prior to accomplishing your goals, Samantha will offer to provide you with names of other qualified professionals whose services you might prefer.

### **Cancellations:**

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged to you for time missed without such notification. (Insurance companies do not reimburse for missed sessions).

It is Samantha's practice to charge her hourly fee on a prorated basis for other professional services - e.g. report writing, telephone conversations that are longer than 10 minutes, attendance at meetings or consultation which you have requested or authorized, preparation of records, treatment summaries, and any time required to prepare and perform other services that you may request. If travel is required – or if a situation is complex, such as in litigation matters, then she charges double her hourly service fee.

### **II Coaching (Non-Psychotherapeutic Services)**

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### **Purpose**

Samantha provides individual and family coaching and consultation to help clients develop and implement strategies of enhanced personal performance and/or personal satisfaction. She also assists parents in creating cooperative co-parenting contracts as part of divorce mediation services.

Through an interactive and developmental coaching process, Samantha helps her clients pursue strategies and solutions designed to move them towards the attainment of defining and accomplishing personal and family goals. She respects, acknowledges, and protects the vulnerability and confidentiality of each client, while constructively holding clients to high standards of self-responsibility and self-accountability.

As coach and consultant, Samantha will at times offer direct suggestions, advice, recommendations and specific strategies that may help or interest her clients. Any and all behavior a client takes is up to the client alone, and Samantha assigns responsibility of action to her clients completely.

Samantha is a licensed psychotherapist and provides services outside of healthcare and traditional counseling/psychotherapy. When you engage in these services, you must recognize that Samantha is not practicing as a psychotherapist/clinical social worker, but as a Coach and Consultant. She will not be providing psychodiagnosis or psychotherapeutic treatments.

If, in the course of working with you as a client for non-psychotherapy services, it becomes necessary for you to receive psychotherapy, then Samantha will discuss your needs and provide you with appropriate referrals, but will not provide concurrent non-psychotherapeutic and psychotherapy services. The specific non-psychotherapeutic services, including fees and timelines, are customized to the client(s)' goals and context. As a Licensed Clinical Social Worker, Samantha will integrate current psychological and social science research and other relevant research findings relevant to your individual or coaching goals to help you achieve a swift and successful outcome to the coaching process.

### **Feedback**

If, at any time, you as the client feel that your needs are not being met or you are not getting what you want out of the individual or family coaching, please tell Samantha so you can discuss your needs and adjust your coaching program, end coaching or be referred to a coach who might better serve your goals.

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of licensed clinical social workers. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

### **Sessions**

Coaching is scheduled at the mutual convenience of the coach and the client. The day and time for the next meeting will be confirmed at the close of each coaching session. Services in addition to coaching calls will be billed at a prorated hourly rate agreed in advance.

***Please remember that you must give 48 hours prior notice if you need to cancel or change the time of an appointment, otherwise you will be charged for the session in full.***

Samantha will make reasonable efforts to reschedule sessions, which are canceled in a timely manner. Either party may end the coaching relationship at any time, by giving written, email, or verbal communication of their desire to end the coaching sessions to each other.

### **Confidentiality**

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Samantha is a licensed clinical social worker (LCSW). She adheres to her social work licensure regarding standards of client confidentiality. She will only release information with your written permission, or if she is required to do so by a court order.

It is understood between the parties and Samantha that the process will be strictly confidential. Coaching discussions, written and oral communications, any draft contract(s), and any unsigned Co-Parenting contracts shall not be admissible in any court proceeding.

In the case of co-parenting contracts, only a mediated agreement, signed by the parties may be so admissible. (Note: Samantha does not provide said agreement. Samantha has training in Conflict Resolution and Family Mediation which will support and inform the coaching process, but does NOT offer formal mediation services outside of the scope of Co-parenting coaching in this private practice setting. However, a Co-parent contract generated from the coaching process is very often taken to an attorney to be incorporated into a legal document by parties at the conclusion of the Co-parenting coaching process. When indicated, Samantha can refer coaching parties to a Collaborative Law Attorney for consultation and/or formal Divorce Mediation on matters not addressed and outside of Samantha's scope of practice as a Co-parenting coach).

The parties further agree to not call Samantha to testify concerning the coaching process or to provide any materials from the coaching process/co-parenting contract development in any court proceeding between the parties. The parties understand that Samantha, as a Mandated Reporter in the state of California, has a legal and ethical responsibility to break confidentiality if she suspects another person may be in danger of harm as in cases of suspected elder or child abuse or neglect.

### **Litigation**

The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the Individual/Family Coaching or Co-Parenting Contract process.

Samantha may make suggestions or offer advice, resources and recommendations for her clients. But each client assumes sole responsibility to decide what actions to take regarding her/his individual or family goals. Given this coaching contract, all clients agree to hold Samantha harmless for the state of their individual and family relationships as well as taking total responsibility for their own results apart from coaching. Clients will indemnify and hold Samantha Wakach harmless from any legal claims, actions, or judgments.

### **III Professional Fees:**

Fees vary according to the type and length of service provided. Some examples of the fees are below:

-Individual Counseling and Psychotherapy. Treatment sessions are \$\_\_\_\_\_ per hour. (A psychotherapy or counseling session is generally 45 minutes.)

- Family and Couples Therapy : The appointment fee for a family or couples therapy meeting is \$\_\_\_\_\_. (Sessions are scheduled for 45, 60 or 75 minutes and prorated accordingly.)

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-Individual or Family Coaching Sessions : The appointment fee for a coaching meeting is \$ \_\_\_\_\_. (Sessions are scheduled for 45, 60 or 75 minutes and prorated accordingly.)

- Co-Parenting Coaching and Contract Development: These services when contracted by an individual are usually charged at a rate of \$\_\_\_\_\_ per 60 minute hour.

- Psycho-educational Workshops and Classes: A total fee for participation is charged. It is fully refundable until 1 week prior to the start of the class, 50% refundable prior to the second class meeting, and nonrefundable after that date.

**Note:** Fee increases are scheduled on an annual basis. A fee increase may be up to a maximum of 10% of the total fee paid. If you are meeting with Samantha on an ongoing basis, you will be given a 30 day notice prior to such an increase. If you are a returning client, you will be charged the current fee unless other arrangements have been made with Samantha.

I HAVE READ THE ABOVE CLIENT SERVICES AGREEMENT CAREFULLY. I UNDERSTAND IT AND AGREE TO COMPLY WITH IT. I ALSO UNDERSTAND THE DIFFERENCES BETWEEN PSYCHOTHERAPEUTIC AND NON-PSYCHOTHERAPEUTIC SERVICES. I AM ENGAGING SAMANTHA WAKACH, LCSW, FOR: (please check one)

\_\_\_\_\_ Psychotherapy

\_\_\_\_\_ Coaching (Non-Psychotherapy)

\_\_\_\_\_  
Client Name (Print and Sign)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
If Client under age 12, Parent or Guardian (Print and Sign)

\_\_\_\_\_  
(Date)