

## **Diane Byster, LMFT, NCC, RYT**

Licensed Marriage and Family Therapist, Career Consultant and Registered Yoga Teacher

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## **INFORMATION FOR CLIENTS**

To help you make an informed decision to participate in therapy, the following is a description of my qualifications and practice. I encourage you to discuss with me any questions you have about these issues.

I am a state licensed marriage and family therapist (LMFT), National Certified Counselor (NCC), career consultant, and registered yoga teacher. I received a Master of Science degree in counseling from San Francisco State University, with a dual specialization in marriage and family therapy and career counseling. I am a member of the state chapter of the California Association of Marriage and Family Therapists.

**As a psychotherapist**, I specialize in individual, couple, and group counseling. I have experience with a variety of presenting concerns and therapeutic techniques including, but not limited to helping clients:

- Develop assertiveness skills
- Learn conflict resolution strategies
- Be more authentic in intimate relationships
- Regulate emotional reactivity
- Develop effective self-observation and self-compassion skills
- Manage anxiety and depression
- Identify and replace faulty thinking with more balanced thoughts
- Dismantle unproductive beliefs and assumptions that interfere with life goals
- Face grief, loss and other transitions, such as death and divorce
- Differentiate from family
- Increase clarity about life goals and develop the skills to actualize them

### General Information/ Process of Therapy:

Therapy is a collaborative effort between the client and therapist to help you in clarifying the difficulties you are currently facing establishing and best meeting your goals. The therapeutic relationship will help you observe yourself more closely and accurately so that you can access and build on your own inner resources to solve problems. Psychotherapy has both benefits and risks. For instance, psychotherapy can lead to a significant reduction of distress, better relationships, new insights and self-understanding, more positive self-esteem and the resolution of specific problems. In order to optimize success, intention, commitment and a full effort on your part is required both during our sessions and between them. Risks sometimes include experiencing uncomfortable feelings and working with unpleasant life events. Consider whether you are willing to tolerate temporary discomfort in the attainment of your goals. If you have concerns about the way therapy is progressing, I invite you to discuss them with me.

**As a career consultant**, I assist and guide clients in issues of career exploration, transition and job search. Often, clients seek my services in order to:

- Understand sources of work dissatisfaction
- Assess skills, interests, values, beliefs and personal style
- Develop job and information interview skills
- Generate new career options, including alternative approaches to work
- Research the open and hidden job markets
- Discover how to generate and capitalize on unplanned events
- Learn effective decision-making strategies
- Manage self-esteem effectively during work transition
- Prepare application materials
- Handle workplace conflict
- Set appropriate goals; improve time management

### Process of Career Counseling:

Career counseling is similar to psychotherapy in that we will work together to identify the problems you want my help with and construct specific treatment goals. One difference is that career counseling often involves assignments done outside of consultation to make sessions more productive and help you reach your objectives. Often, concerns that bring people to career counseling touch personal adjustment issues. My dual training in career counseling and psychotherapy will allow us to address these issues simultaneously. The number of visits will vary depending on the concerns you bring. This process requires a time commitment both within and outside of session.

### Intake and Assessment:

The first few sessions (intake) is the time during which we: 1) discuss your presenting concerns, symptoms, current situation and relevant history, personal strengths and preliminary goals; 2) get to know something about each other, and whether I can treat the problems as presented; 3) determine appointment times, the number of sessions weekly or monthly, and discuss initial impressions about length of treatment and 4) any other recommendations such as the need for a medical examination, psychological testing, psychiatric evaluation for medication or records from past therapy.

### Confidentiality:

Your privacy is of the utmost importance. The fact that you are coming to see me for therapy as well as the content of the therapy itself are held by me in strict confidence. The only exceptions to this are: a) situations where the law mandates that I reveal information (when I have reasonable suspicion that child or elder abuse has or may be occurring, or when I think you pose a danger of harming yourself, another person or their property), b) where you have signed a release form permitting me to communicate to a third party about your therapy, c) when a bill remains unpaid and must be referred to small claims court or a collection agency, d) if you raise your mental status as an issue in a legal proceeding e) in sessions with my consultant. In consultation I do not reveal the identity of my client. The consultant is also legally bound to keep all information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

### Videotaping:

The purpose of videotaping sessions is to provide you with the best possible treatment. Videotaping helps make counseling/therapy more effective and efficient because by reviewing the recordings, I can observe very carefully how you respond, moment-to-moment, to interventions I use. This helps me understand precisely what to do more of or less of during each visit to move the counseling forward. On occasion, I make seek consultation from a designated colleague if, in my professional discretion, doing so would add expertise that would benefit you. Some clients have requested to watch portions of their videotape in therapy session to help understand themselves better and make progress towards their goals. The use of videotaping is both optional and completely confidential. If you decide you would like to approve videotaping, there is a separate consent to sign.

### Scheduling and Cancellation:

Scheduling of appointments will vary depending on the problems for which you seek my help and your treatment goals. Some clients prefer a weekly 50-minute session, while others find it more helpful to meet for 80 minutes twice monthly. Clients who travel from further distances often prefer a half-day or full-day block format to help make progress towards treatment goals. Scheduling of an appointment involves reserving a time specifically for you. As a result, ***a minimum of a full 24 business hours' notice by voice mail is required*** to cancel or reschedule an appointment without charge. With shorter notice, there will be an automatic charge of \$100 for each 50-minute missed or late-canceled appointment, due the same week as the appointment. No exceptions. If you have a longer session scheduled, then the amount of the cancelation fee is prorated. ***Cancellations must occur by voice mail only.***

### Payments and Insurance Reimbursement:

My fees are due, in full, on the day you receive service. I accept cash, check, cashier's check, or money order. Please have your check ready *before* you arrive for your session. Phone consultations, site visits, report writing, and application-material editing will be charged at the same rate, unless indicated and agreed otherwise. I reassess my fees annually. If I do raise my fee, I will give you a month notice prior to doing so.

In the event you carry insurance that covers our office visits, I collect fees for service from you, upfront, and can prepare a monthly statement for you to submit to your insurance carrier for reimbursement. Some insurance carriers have limited benefits that may affect how long you can remain in treatment. Should benefits terminate before treatment goals are attained, I can continue to provide further consultation according to a revised and mutually acceptable plan.

If a check payment bounces, you will be responsible for bank charges, and I will accept only cash, cashier's check, or money order for subsequent visits. If you default on payment and there is no agreement on a payment plan, I reserve the right to use legal means (court, collection agency, etc.) to obtain payment.

### Referral:

I work only within the scope of my practice and abilities. Some circumstances warrant referral to another professional. For instance, some of your treatment goals may fall outside the scope of my practice. Sometimes it is difficult to foresee the need for a referral in advance. Should the need arise, I will discuss this with you and make every effort to arrange for a smooth transition.

Should our work together indicate a need for medical attention, I cannot prescribe drugs or offer any medical advice. I can, however, refer you to a physician or psychiatrist should this become necessary.

### Contact Information:

My voice mail can be reached 24 hours a day, and I check messages often throughout the week. Feel free to leave me message at any time. I attempt to return calls either on the day they are received or within 24 hours of receiving them. If you are in a crisis, I will try to arrange to be more available to you.

### Mediation and Arbitration:

All disputes arising out of, or in relation to, this agreement to provide psychotherapy/career consulting 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 between Diane Byster and client. 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 Santa Clara County, in accordance with the rules of the American Arbitration Association.

### Conclusion of Therapy:

We will periodically review our work together and your progress towards treatment goals. This will help us know when it is time to conclude therapy or to make changes in the therapy contract. Termination will occur when either treatment goals have been achieved or therapy becomes counterproductive. The decision to stop treatment is usually a mutual decision, but can be initiated by either you or me. I recommend that you schedule **at least one** termination session when you decide to end therapy. Termination sessions provide an opportunity to tie up loose ends, assess the work that has been accomplished, and discuss future options. I believe these sessions allow for an ending that will protect and preserve the therapeutic work that has been accomplished.

I encourage you to ask any questions that come up during the course of therapy/career consulting, and I look forward to working with you. The results of therapy cannot be guaranteed.

### One Year Follow-up:

You will be invited to meet for one session, free of charge, a year after our formal counseling relationship has ended, to check in, see how you're doing, and discuss how the therapy has impacted you and your life. Some clients like to receive an occasional counseling "tune-up" in order to address a particular concern that might arise after the counseling has wrapped up; others use counseling as an occasional touchstone when going through an important transition in their lives.

**Indication of Acceptance**

I acknowledge that I have been provided a copy of the document “Notice of Privacy Practices.” (Initial: \_\_\_\_\_) *Note: The document is available for download at: <https://www.byster.com/client-forms.html>*

I acknowledge that I have read, understood, and agree to this “Information for Clients” document. I have had my questions answered adequately at this time, and accept the agreed upon fee of \$ \_\_\_\_\_ per 50 minutes.

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Client’s Signature

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Print Name Here

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Client’s Signature

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Print Name Here

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Address

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Phone

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Date Received

\_\_\_\_\_  
Therapist’s Signature

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Diane Byster