



## **Treatment Consent for Psychotherapy Services**

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### **INTRODUCTION**

This Agreement is intended to provide you (“Client”) with important information regarding the practices, policies and procedures of Mind Health Institute, Newport Beach (“Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

### **POLICY REGARDING CONSENT FOR THE TREATMENT OF A MINOR**

Therapist generally requires the consent of both parents prior to providing any services to a minor (child/adolescent). If any question exists regarding the authority of a Representative to give consent for psychotherapy, Therapist will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services.

### **RISKS AND BENEFITS OF THERAPY**

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so Client can experience his/her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties Client may be experiencing. A minor client will benefit most from psychotherapy when his/her parents, guardians, or other caregivers are supportive of the therapeutic process. Psychotherapy is a joint effort between Client and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in therapy may result in a number of benefits to Client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of Client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors.

There is no guarantee that therapy will yield any or all of the benefits listed above. Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client’s perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client. During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

### **PROFESSIONAL CONSULTATION**

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals.



During such consultations, Therapist will not reveal any personally identifying information regarding Client or Client's family/caregivers.

### **RECORDS AND RECORD KEEPING**

Therapist may take notes during session, and will also produce other notes and records regarding Client's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Client with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client's records for ten years following the termination of therapy (or until minor Client is 21 years of age, whichever is longer). However, after ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

### **CONFIDENTIALITY**

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a client makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another. When working with couples, Therapist employs a "no secrets" policy, which means Therapist does not keep secret information gathered in individual conversations such as revealing an affair, substance problem, or intent to leave the relationship. Such information will need to be revealed to the other partner for therapy to effectively continue.

Regarding minors, Representative should be aware that Therapist is not a conduit of information from Client. Although Representative can expect to be kept informed as to Client's progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Client. However, Representative can expect to be informed in the event of any serious concerns Therapist might have regarding the safety of Client, including suicidality.

### **CLIENT LITIGATION**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client or another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary hourly rate.



## **PSYCHOTHERAPIST-CLIENT PRIVILEGE**

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between Therapist and Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-client privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-client privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

## **FEE AND FEE ARRANGEMENTS**

The fee for service is \$150 per 45-minute session for master's level therapists (M.F.T. & L.C.S.W.) and \$225 per 45-minute session for doctoral level therapists (Psy.D. & Ph.D.). Sessions longer than 45-minutes may be charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist. From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. Client or Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Client's request and with Client's advance written authorization. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. Clients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and credit cards.

## **INSURANCE**

Client is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Therapist is not a contracted provider with any insurance company or managed care organization. Should Client choose to use his/her insurance, Therapist will provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

## **CANCELLATION POLICY**

Client or Representative is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 48 business hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (949) 891-0307 or via email to therapist directly. Therapist waits 15 minutes for late clients.

## **THERAPIST AVAILABILITY**

Therapist's office is equipped with a confidential voice mail system that allows Client to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day),



but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room.

**TERMINATION AND REFERRAL**

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to: untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist’s scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party’s decision to terminate therapy, Therapist will generally recommend that Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client and/or Representative.

**ACKNOWLEDGEMENT**

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has had the opportunity to discuss such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client’s satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Client agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

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Client Name (please print)                      Signature of Client (or Authorized Rep)                      Date

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Therapist Name (please print)                      Signature of Therapist                      Date

**I understand that I am financially responsible for all charges, including unpaid charges by my insurance company or any other third-party payor.**

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Name of Responsible Party (please print)                      Signature of Responsible Party                      Date