Positive Change Counseling Services

A Professional Corporation of Marriage and Family Therapists

2050 Peabody Road, Suite 300

Vacaville, CA 95687

(707) 446-8600

Informed Consent to Treat

Introduction

This agreement is intended to provide [name of client] _____ (herein "Client") with important information regarding the practices, polices, and procedures of

Rose Garcia, Associate Clinical Social Worker #94946

(herein "Therapist"), supervised by Carmelita Horne, Licensed Marriage and Family Therapist #46660 and Licensed Professional Clinical Counselor #1366 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 the Therapist prior to signing it.

Therapist Background and Qualifications

Therapist has been practicing as an Associate Clinical Social Worker since 9 June 2020. Therapist will be working through a relational lens of treatment with mostly with mood and anxiety problems, survivors of trauma, co-parenting, and behavioral issues in the age groups of 5-12 year olds, adolescents, and adults.

Therapist's theoretical orientation can be described as an eclectic therapy that attends to feelings and behaviors that may be impeding personal growth and /or the strengthening of warm, nurturing relationships.

Potential 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. 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 the 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 the 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. There may be times in which the Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by the 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 the Client.

During the therapeutic process, some Clients find they feel worse before feeling better. Personal growth and change may be easy and swift at times, yet slow and frustrating at other times. Client should address any concerns he/she has regarding 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 professions. During such consultations, Therapist will not reveal any personally identifying information regarding Client.

Records and Record Keeping
Therapist will record notes of each session and any other significant activity such as phone conversation, collaborative treatment meetings, and other significant events regarding Client. 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/Positive Change Counseling Services. Therapist will not alter 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 termination of therapy. However, after ten years, Client's record 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 not limited to, reporting child, elder and dependent adult abuse, when a Client makes a threat of violence towards a reasonably identifiable victim, or when a Client is dangerous to himself/herself or the person or property of another.

Client Litigation
Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and 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, 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 self available for such an appearance at Therapist's usual and customary hourly rate of $135.

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 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 the Client's behalf until instructed, in writing, to do otherwise by the 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 the legal proceeding. Client should address any concerns he/she might have regarding the Psychotherapist-Client privilege with his/her attorney.

Consent to Treat and Waiver of Risks of TeleHealth

As deemed appropriate, Client voluntarily agrees to receive online therapy services for an assessment, continued care, treatment, or other services and authorize Therapist to provide such care, treatment, or services as are considered necessary and advisable. I understand and agree that I will participate in the planning of my care, treatment, or services and that I may withdraw consent for such care, treatment, or services that I receive through Therapist at any time. I understand Therapist will determine on an ongoing basis whether the condition being assessed and/or treated is appropriate for online therapy. In case of technology failure on HIPPA compliant video platform during a session, Therapist and Client are responsible to attempt reconnection via HIPPA compliant platform or private phone to continue session.

Client agrees to take full responsibility for the security of communications and establishing a safe and confidential location/environment. Recording, including screenshots, of sessions will not be allowed except with written consent for a clinically appropriate purpose.

If, for any reason, Therapist is unable to connect or reconnect via technology/phone and Client is in an immediate crisis or a potentially life-threatening situation, Client will get immediate emergency assistance by calling 911. If at the point of a disconnection and inability to reconnect with Client, Therapist feels Client may be unsafe with self or others, Therapist will make a clinical decision to call Client's identified emergency contact and/or 911.

Fee for Services

The usual and customary fee for service is $135 for the initial 60-minute session and $110 for every 45-50 minute session thereafter. Sessions longer than 50 minutes are charged for the additional time pro rata. 60-minute session is charged at rate of $135. 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.

Telephone calls lasting more than ten minutes will be charged at same in-session rate outlined above.

Payment for services is due at time of service.

Insurance

Client is responsible for any and all fees not reimbursed by insurance. Client is responsible for verifying and understanding the limits of coverage, as well as co-payments and deductibles.

Cancellation Policy

Client is responsible for payment of $50 for any missed session. Client is also responsible for payment of $50 for any session for which Client failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (707) 446-8600. Additionally, if Client no shows to three scheduled appointments, Therapist has the option to terminate services and refer Client to another clinic for services. A no-show refers to when Client does not show for, or cancels, psychotherapy appointments without giving Therapist at least 24 hours notice.

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 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, call 911, or go to the nearest emergency room.

Termination of Therapy
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 Therapist's scope of practice or competence, or Client is not making adequate progress. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend the 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 resources and/or referrals to Client.

Acknowledgement
By signing below, Client acknowledges full understanding of above stated terms and conditions of this agreement. Client agrees to abide by the terms and conditions of this agreement and consents to participate in psychotherapy with Therapist. Client also 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.

_____
Printed Name

_____ Date: _____
Signature of Client

_____ Date: _____
Signature of Legal Guardian (if applicable)

_____ Date: _____
Signature of Legal Guardian (if applicable)