

## **INFORMED CONSENT**

### **Introduction**

This agreement is intended to provide (name of patient) \_\_\_\_\_, (Herein "Patient") with important information regarding the practices, policies and procedures of Suzanne R. Benko, LMFT (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing.

### **Therapist Background and Qualifications**

Therapist has a Master of Science degree in Counseling and has been practicing as a licensed marriage and family therapist (LMFT) for over 25 years, working with adolescents, adults, couples, and families. Therapist is also an AAMFT Approved Supervisor and a CAMFT Certified Supervisor.

### **Risks and Benefits of Therapy**

Psychotherapy is the process in which a Therapist and Patient discuss a myriad of issues, events, experiences and memories for the purpose of creating a positive change so Patient 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 Patient may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problem or issue being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to patient, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behavior, 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 Patient, including an active participation in the therapeutic process, honesty, and willingness to change feeling, thoughts and behaviors. There is no guarantee that therapy will yield any or all 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 Patient's perceptions and assumptions, and offer different perspective. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient.

During the therapeutic process, many patients 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. Patient 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 Patient.

## **Records and Record Keeping**

Therapist may take notes during session, and will also produce other notes and records regarding Patient'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 patient. Should patient request a copy of Therapist's records, such request must be made in writing. Therapist reserves the right, under California law, to provide Patient 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 Patient's record for ten years following the termination of therapy. However, after ten years, Patient's records will be destroyed in a manner that preserves Patient confidentiality.

## **Confidentiality**

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, except where required or permitted by law. Exceptions from confidentiality, include, but are not limited to, reporting child, elder, and dependent neglect & abuse, when a patient makes serious threat of violence towards a reasonably identifiable victim, or when a patient is dangerous to him/herself or the person or property of another.

## **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient'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 Patient, Patient 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 usual and customary hourly rate of \$150.

## **Psychotherapist-Patient Privilege**

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

## **Fee and Fee Arrangements**

The usual and customary fee for service is \$150 per 50 minute individual session. See Fee Schedule in Client Questionnaire for other service fees. Sessions longer than 50 minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust the fee. Patient 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 Patient for purposes other than scheduling sessions. Patient is responsible for payment of 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 Patient's request and with Patient's advance written authorization. Patient is responsible for payment of agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Patients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and major credit cards, including VISA and MasterCard.

**Insurance**

Patient is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Patient is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles.

**Cancellation Policy**

Patient is also responsible for payment of the full session fee for any sessions for which Patient failed to give Therapist at least 24 hours' notice of cancellation. Insurance cannot be billed for these missed sessions.

**Therapist Availability**

Therapist office is equipped with a confidential voice mail system that allows Patient to leave a message anytime. Therapist will make every effort to return calls within 24 hours (or by 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 Patient is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911 or go to the nearest emergency room.

**Termination of Therapy**

Therapist reserves the right terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment fees, failures to comply with treatment recommendations, conflict of interest, failure to participate in therapy, patient needs are outside of Therapist's scope of competence or practice, or Patient is not making adequate progress in Therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient 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.

**Acknowledgements**

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

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Client(s) \_\_\_\_\_ Date \_\_\_\_\_

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Therapist \_\_\_\_\_ Date \_\_\_\_\_