

Agreement for Services/Informed Consent

Process Therapy Institute, Inc. (herein "PTI") is a non-profit, tax-exempt, charitable educational institution. We train our students in the concepts, skills, and art of being a psychotherapist. Psychotherapy is offered to you as a part of this training program. Your clinician (herein "Clinician") is pre-licensed and under the supervision of a California state-licensed clinician (herein "Supervisor"). This agreement is intended to provide you (herein "Client") with important information regarding the practices, policies, and procedures of PTI, and to clarify the terms of the professional therapeutic relationship. It represents an agreement between Client and Clinician; please discuss with your Clinician any questions or concerns regarding the contents of this document prior to signing it.

Therapy Progression

As Client and Clinician, your work together starts with establishing specific, individualized goals for treatment. An initial phase of therapy might involve an evaluation of Client's needs and desires for treatment and an assessment of strengths, resources, personal info, and history. By the end of the evaluation, Clinician will be able to offer Client first impressions of their collaborative work, which will include a general treatment plan. Further psychotherapy includes regular re-assessments to determine whether Client's goals are being met and/or whether they require revisions. At any time each party can raise a question of whether Client continues to benefit from therapy, and if not, what needs to change: for example, supplementing therapy with additional resources (i.e., support groups, books, etc.) or offering a referral to a more appropriate level of care.

Psychotherapy is also a process in which Clinician and Client discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change, allowing Client to experience life more fully. Participating in therapy may result in a number of benefits including, but not limited to, reduced stress and anxiety, decreased negative thinking and self-sabotaging behaviors, increased self-confidence, increased comfort in important areas of functioning (i.e., social, work, and family settings), increased capacity for intimacy, resolution of specific problems, and expansion of insight and self-awareness. Such benefits require a joint effort between Clinician and Client, which includes an active participation in the therapeutic process, honesty, and Client's willingness to challenge feelings, thoughts, and behaviors. Nevertheless, there is no guaranteed outcome to therapy. The process may evoke strong feelings of sadness, anger, fear, etc. resulting from discussions of unpleasant events, feelings, and experiences. The issues presented by Client may result in unintended consequences, including changes in personal relationships, or Client may discover feeling worse before feeling better. Personal growth and change may be easy and swift at times, but may also be slow and frustrating; all of which is generally a normal course of events. If, at any time, Client has questions about the impact of therapeutic work, please discuss them with Clinician who will be supportive of Client's therapeutic experience.

Confidentiality

Client and Clinician discussions are confidential, which means they are protected by law. Clinician may not disclose information about Client without Client's formal written consent, except where required or permitted by law. Upon written authorization, Client has the right to rescind a release of confidentiality at any time. If Client is participating in the team mirror program, confidentiality is extended to the trainer and to other participants in the training program. Client will be introduced to the trainer and, upon Client's request, any other persons who observe Client's sessions. Professional consultation is an important component of a healthy psychotherapy practice. As such, Clinician regularly participates in clinical, ethical, and legal consultation with an assigned individual and/or group Supervisor. Confidentiality thus is extended to the Supervisor and supervision group members where Client's case is professionally discussed without revealing any personally identifying information.

Exceptions to confidentiality include: (1) Client is in danger of harming oneself or another person, or experiences an inability to care for oneself; (2) Client reports a child, elderly person, or depended adult is in danger of being harmed, or (3) Clinician is court ordered to release information as part of a legal proceeding. Regardless of the reasons for a legal breach of confidentiality, Clinician will endeavor to notify Client of the intention to disclose confidential information, prior to disclosure, and will make every effort to discuss any Client objections that are raised.

By law, a parent/guardian of a minor is authorized to give informed consent for most medical decisions, including mental health treatment, on behalf of the minor. If the minor's parents are divorced, Clinician may request a copy of a custody order, prior to therapy, to confirm a parent's right to consent and/or request consents from both parents. By law, minors above the age of twelve have the right to confidentiality if they are not perceived as harmful to themselves or others, and they can, under certain conditions, participate in therapy without parental consent.

While privacy in therapy is crucial to successful progress, parental involvement can also be beneficial to a child's successful participation in therapy. When working individually, while respecting a minor's privacy, it is PTI's policy to encourage parent-child dialog regarding important issues in therapy, general progress, and treatment summary; it is an ethical standard of practice to require the minor's agreement, unless there is a previously mentioned safety concern, for parental attendance (if pertinent) in the minor's therapy session.

It is important to note that PTI does not subscribe to encryption software to protect the confidentiality of email, voicemail, or electronic communication with outside devices (e.g., video or text). Please limit correspondence with Clinician to scheduling appointments.

Please initial here to indicate acknowledgment of this policy

(Initials : _____).

Privilege

The information Client discloses, as well as any records created, is subject to Client/Clinician privilege. This type of privilege is protected by law and is akin to the attorney/client privilege or the doctor/patient privilege. Typically, Client is the holder of Client/Clinician privilege. If Clinician receives a subpoena for records, deposition, or testimony in a court of law, Clinician will assert Client/Clinician privilege on Client's behalf until Client provides written authorization to release privilege.

It is important to also know that, as a rule, Clinician does not advocate for Client in litigations, documentations, etc. outside of the therapeutic relationship. Should Clinician be subpoenaed or ordered by a court of law to appear as a witness on Client's behalf, Client agrees to reimburse Clinician, at Clinician's hourly rate, for any time spent in preparation, travel, or other per diems for availability. Please refer to your lawyer for all legal services.

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Professional Fees

Typical therapy occurs at 45-50 min. sessions weekly or bi-weekly. PTI, in collaboration with Clinician, institutes session fees; fees for shorter or longer than 50 min. sessions will be prorated from this fee.

There will be no charge for brief telephone calls, which are less than 10 minutes. However, Client will be charged the typical session fee (prorated according to length) for calls longer than 10 minutes.

Clinician/Client may periodically discuss the adjustment of an agreed upon session fee to accommodate Clinician's expenses and Client's budget. Clinician will make every effort to notify Client of any Clinician fee adjustment 30 days in advance. Client can discuss a request for a session fee adjustment at any time.

Fees for other professional services (i.e., reports, treatment summaries, copies of records, third party contact(s) at client's written request) are not included as part of the session fee. Instead, the fee for these services are billed at \$100 per hour.

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Billing and Payments

Client understands (1) being financially responsible to PTI for all charges; (2) payments are to be made at the beginning or end of each session, unless other arrangements have been negotiated; and (3) fees are accepted in the following forms: cash, checks, Visa, MasterCard, and Discover.

Please write checks payable to PTI and be aware that there is a \$20 fee for returned checks. It is important to know that if Client's account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, PTI has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information Clinician releases regarding Client's treatment is Client's name, the nature of services provided (i.e., individual therapy), and the amount due.

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Insurance

PTI is not a contracted provider with any insurance company or managed care organization. Client is responsible for verifying and understanding the limits of one's third-party payer coverage, co-payments, and deductibles. Should Client choose to use insurance for reimbursement of session fees, Clinician will provide Client with a statement that Client can submit to a third-party payer for reimbursement.

Cancellations and Missed Sessions

When cancelling a session, PTI requires a **24-hour notice**. No-shows or cancellations with less than a 24-hour notice, except for reasons of sudden illness or emergency, Client is responsible for payment of the agreed upon session fee.

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Contact Information

Should Client have questions for Clinician or Supervisor, Client may contact them through Clinician's voice mail extension at 408-963-6694. If Clinician and/or Supervisor are not immediately available by telephone, voicemail will be checked regularly and they will make every effort to return Client's call as soon as possible. If Client is experiencing an emergency, is unable to reach Clinician/Supervisor, and cannot wait for a return call, please contact the Santa Clara Crisis Center at 1-855-278-4204, call 911, or visit the nearest emergency room. In the event of planned absences, Clinician will provide Client with prior notice, and with the name and phone number of the psychotherapist covering the practice.

Ending Therapy

Client has the right to end therapy at one's discretion and may request a referral to another Clinician at any time. If ever Client is unhappy with what is occurring in therapy, Clinician invites and encourages Client to discuss arising concerns so that they can be addressed. Such comments in a course of therapy are taken seriously and handled with care and respect, and often lead to more deep and satisfying work.

Clinician also reserves the right to end therapy for reasons including, but not limited to, Client's untimely payment of fees, conflict of interest, failure to participate in therapy, or referral to a more appropriate level of care. Clinician may also end therapy due to their limited scope of competence to treat Client. Ideally, at the end of therapy, there is a mutual agreement between Client and Clinician that Client has reached intended therapy goals, and/or that Client's interests may best be served by ending therapy.

Clinician will generally recommend a final session or sessions for facilitation of a positive termination experience, reflection of the therapeutic work explored, closure of the Client/Clinician relationship, and provision of appropriate resources and referrals.

Records and Storage

Clinician may take notes during session and may produce other notes regarding Client's treatment, process, and progress. These notes constitute Clinician's clinical and business records, which by law, Clinician is required to maintain. Although such records are the sole property of the Clinician, Client/Guardian may have access to information in Client's file upon written request and/or as provided under the law. Clinician reserves the right, under the law, to provide

Client with a treatment summary in lieu of actual records. By law, Clinician also reserves the right to refuse to produce a copy of the records under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. It is important to know that Clinician will not alter the normal record keeping process at the request of Client. These

notes will be maintained, according to industry and PTI's standards, in a file cabinet behind password-protected office and suite doors. Clinician will maintain Client's records for seven years following termination of therapy or until age 25 for minors. Afterward, Client's records will be destroyed in a manner that preserves their confidentiality.

NOTICE TO CLIENTS

The Clinical Director of the Process Therapy Institute receives and responds to complaints regarding the practice of psychotherapy by any unlicensed or unregistered counselor providing services at the Process Therapy Institute. To file a complaint, contact LaDonna Silva, Clinical Director, at lsilva@processes.org or 408-963-6694, ext. 401.

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

Signature(s)

By signing below, Client acknowledges the review and understanding of the terms and conditions of this agreement. Client has discussed contents of the agreement with Clinician and has had any questions with regard to said 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 Clinician. Moreover, Client agrees to hold Clinician, Supervisor, and PTI free and harmless from any claims, demands, or suits for damages from any injury or complications. (Guardians, please sign in addition to dependents).

Name of Client (Print)

Signature of Client

Date

Name of Guardian (Print)

Signature of Guardian

Date