

Dagmara Svetcov, MS, LMFT  
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(925) 575 8706

## **INFORMED CONSENT**

### **INTRODUCTION**

This Agreement is intended to provide you with important information regarding the practices, policies and procedures of Dagmara Svetcov, LMFT (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and you (herein "Clients"). Please read this Agreement in its entirety carefully. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it. When you sign this Agreement, it will also represent an agreement between you and Therapist. You may revoke this Agreement in writing at any time. That revocation will be binding on Therapist unless (1) Therapist has taken action in reliance on it, (2) there are obligations imposed on Therapist by your health insurer in order to process or substantiate claims made under your policy, or (3) you have not satisfied any financial obligations you have incurred.

### **THERAPIST BACKGROUND AND QUALIFICATIONS**

Therapist holds a Master of Science degree in Counseling Psychology. Therapist has been practicing as a licensed Marriage and Family Therapist (LMFT) for over 10 years, working with children, adolescents, and adults, individuals, couples and families both in the United States and abroad. Therapist's specialties include relationship difficulties, managing and reducing stress, anxiety and depressive symptoms, addressing sexual issues and treating problematic sexual behaviors, addressing past childhood experiences and current life transitions, treatment of trauma and abuse, increasing self-awareness and self-esteem, promoting healthy sexuality, and building more satisfying relationships.

Therapist's treatment approach can be described as eclectic employing varied techniques that combine latest research, best practice and ethical standards and are tailored to clients' specific needs and meant to assist clients in acquiring greater human effectiveness, modifying cognitions, attitudes, and behaviors that are emotionally, intellectually or socially ineffective or maladaptive. Therapist provides psychotherapy that is goal oriented and problem-focused. This means that after an assessment, treatment goals are identified and the therapy focuses on accomplishing these goals. Advice is not given; however, assistance is provided to clients in arriving at their own decisions regarding presenting issues. In working with couples and families, there is "no-secrets" policy, meaning all information shared in therapy may be discussed in the couple or family session as deemed necessary.

Cognitive behavioral theoretical approach is used most frequently. It is a form of psychotherapy that emphasizes the important role of thinking in how we feel and what we do. Cognitive-behavioral therapists teach that when our brains are healthy, it is our thinking that causes us to feel and act the way we do. Therefore, if we are experiencing unwanted feelings and behaviors, it is important to identify the thinking that is causing the feelings/behaviors and to learn how to replace this thinking with thoughts that lead to more desirable emotional and behavioral responses. At times, if it is necessary, a psychodynamic approach will be used in examining how early childhood experiences and family dynamics may be contributing to current life experiences. The usage of cognitive and behavioral exercises, and homework might be utilized. In addition, referrals to other professionals might be made as deemed necessary by Therapist in order to enhance treatment outcomes.

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

Psychotherapy is a process in which Therapist and clients discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so clients can experience their life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any

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problems or difficulties clients may be experiencing. Psychotherapy is a joint effort between clients 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 clients, 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 clients, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee, however, 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 Clients' perceptions and assumptions, and offer different perspectives. The issues presented by Clients may result in unintended outcomes, including changes in personal relationships. Clients should be aware that any decision on the status of his/her personal relationships is the responsibility of Clients.

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. Clients 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 Clients.

#### **RECORDS AND RECORD KEEPING**

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

#### **CONFIDENTIALITY AND LIMITS OF CONFIDENTIALITY**

The information disclosed by Clients is generally confidential and will not be released to any third party without written authorization from Clients, 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. If either of Clients threatens to harm himself/herself, Therapist may be obligated to seek hospitalization for him/her, and/or to contact family members, or others identified by Clients, who can help provide protection and support.

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### **CLIENT LITIGATION**

Therapist will not voluntarily participate in any litigation, or custody dispute in which either of Clients and another individual, or entity, are parties. Therapist has a policy of not communicating with Clients' attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Clients' 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 Clients, Clients 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 of \$120.

### **PSYCHOTHERAPIST-CLIENT PRIVILEGE**

The information disclosed by Clients, 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 Clients 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 Clients' behalf until instructed, in writing, to do otherwise by Clients or Clients' representative. Clients should be aware that they might be waiving the psychotherapist-client privilege if they make their mental or emotional state an issue in a legal proceeding. Clients should address any concerns they might have regarding the psychotherapist-client privilege with their attorney.

### **FEE AND FEE ARRANGEMENTS**

The usual and customary fee for service is \$120.00 per 50- minute session and \$150.00 per 90- minute session. Therapist reserves the right to periodically adjust this fee. Clients 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 Clients for purposes other than scheduling sessions. Clients are 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 Clients' request and with Clients' advance written authorization. Clients are 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 major credit cards.

### **INSURANCE**

Therapist is a contracted provider with a number of insurance companies or managed care organizations. Clients responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor (e.g. late cancellations, missed appointments). Clients are responsible for verifying and understanding the limits of their coverage, as well as their co-payments and deductibles. If Clients intend to use benefits of their health insurance policy, Clients agree to inform Therapist in advance.

In the event that Therapist is not a contracted provider with Clients' insurance company or managed care organization, Therapist can provide Clients with a statement, which Clients can submit to the third-party of their choice to seek reimbursement of fees already paid.

### **HEALTH INSURANCE AND CONFIDENTIALITY OF RECORDS**

Disclosure of confidential information may be required by Clients' health insurance carrier or managed care organization in order to process the claims. If Clients so instructs Therapist, only the minimum

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necessary information will be communicated. Clients must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

**CANCELLATION POLICY**

Clients are responsible for payment of the agreed upon fee (i.e. Therapist's usual and customary hourly rate of \$120) for any missed session(s). Clients are also responsible for payment of the agreed upon fee for any session(s) for which Clients failed to give Therapist at least 48- hour notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (925) 575 8706.

**EMERGENCY / CONTACT BETWEEN SESSIONS**

Therapist's confidential voice mail system allows Clients 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 either of Clients is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 9-1-1, or go to the nearest emergency room.

Additional information regarding emergency and contact between sessions is included in Therapist's *Emergency and Non-Emergency Contact Procedures* provided to Clients at the commencement of services.

**TERMINATION OF THERAPY**

Therapist reserves the right to terminate therapy at 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, Clients' needs are outside of Therapist's scope of competence or practice, or Clients are not making adequate progress in therapy. Clients have the right to terminate therapy at their discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Clients 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 Clients.

**ACKNOWLEDGEMENT**

By signing below, Clients acknowledge that they have reviewed and fully understand the terms and conditions of this Agreement. Clients have discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Clients' satisfaction. Clients agree to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Clients agree 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 (PRINT)

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Client Signature

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Date

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Client Name (PRINT)

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Client Signature

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Date

We understand that we are financially responsible to Therapist for all charges, including unpaid charges by our insurance company or any other third-party payor.

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Client / Responsible Party (PRINT)

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Client / Responsible Party Signature

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Date

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Client / Responsible Party (PRINT)

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Client / Responsible Party Signature

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Date

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My observations of these persons behavior give me no reason to believe that these persons are not fully competent to give informed and willing consent.

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Therapist Signature

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Date