

Dagmara Svetcov, MS, LMFT
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(925) 575 8706

INFORMED CONSENT FOR MINORS

INTRODUCTION

This Agreement has been created for the purpose of outlining the terms and conditions of services to be provided by Dagmara Svetcov, LMFT for the minor _____ (herein "Client"), and is intended to provide the minor's parent(s) or legal guardian(s)

_____ (herein "Representative(s)") 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 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 CHILD

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of 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.

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 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 behavior 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.

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RISKS AND BENEFITS OF THERAPY

A minor client will benefit most from psychotherapy when his/her parents, guardians or other caregivers are supportive of, and participate when necessary in the therapeutic process.

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 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 client, as well as his/her caregivers and/or family members, 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. This discomfort may also extend to other family members, as they may be asked to address difficult issues and family dynamics. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge perceptions and assumptions of the Client, or other family members, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships.

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 members or 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 or Representative 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 or Representative 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.

Representative will generally have the right to access the records regarding Client. However, this right is subject to certain exceptions set forth in California law. Should Representative request access to Therapist's records, such a request will be responded to in accordance with California law.

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Therapist will maintain Client's records for ten years following termination of therapy, or until Client turns 21 years old, whichever is longer. At that time Client's records will be destroyed in a manner that preserves Client's confidentiality.

CONFIDENTIALITY AND LIMITS OF 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. If Client threatens to harm himself/herself, Therapist may be obligated to seek hospitalization for him/her, and/or to contact family members or others who can help provide protection and support.

Representative should be aware that Therapist is not a conduit of information from Client. Psychotherapy can only be effective if there is a trusting a confidential relationship between Therapist and Client. Although Representative can expect to be kept up to date as to Client's progress in therapy, he/she will not be typically 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 or well-being Client, including suicidality.

CLIENT LITIGATION

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client or Representative, and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's or Representative's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's or Representative's legal matters. 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, Representative 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. In addition, Therapist will not make any recommendation as to custody or visitation regarding Client. Therapist will make efforts to be uninvolved in any custody dispute between Client's parents.

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. When a client is a minor child, the holder of the psychotherapist-client privilege is either the minor, a court appointed guardian, or minor's counsel.

Parents typically do not have the authority to waive the psychotherapist-client privilege for their minor children, unless given such authority by a court of law. Representative is encouraged to discuss any concerns regarding the psychotherapist-client privilege with his/her attorney. Client, or Representative, 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, or Representative, should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her 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. Representative 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.

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From time-to-time, Therapist may engage in telephone contact with Client or Representative for purposes other than scheduling sessions. 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 the request of Client or Representative and with the advance written authorization of Client or Representative. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Representative is 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. Representative is 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). Representative is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. If Representative intends to use benefits of his/her health insurance policy, Representative agrees to inform Therapist in advance.

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

HEALTH INSURANCE AND CONFIDENTIALITY OF RECORDS

Disclosure of Client's confidential information may be required by Representative's health insurance carrier or managed care organization in order to process the claims. If Representative so instructs Therapist, only the minimum necessary information will be communicated. Client and Representative 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

Representative is responsible for payment of the agreed upon fee (i.e. Therapist's usual and customary hourly rate of \$120) for any missed session(s). Representative is also responsible for payment of the agreed upon fee for any session(s) for which Representative 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 Client or Representative 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, Client or Representative 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 Client 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, Client's needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client or Representative has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will

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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 or Representative.

ACKNOWLEDGEMENT

By signing below, Representative acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Representative has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Representative's satisfaction. Representative agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Representative 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.

Client Name (PRINT)

Client Signature (if Client is 12 years old or older)

Date

Signature of Representative (and relationship to Client)

Date

Signature of Representative (and relationship to Client)

Date

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

Client / Responsible Party (PRINT)

Client / Responsible Party Signature

Date

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My observations of this person's behavior give me no reason to believe that this person is not fully competent to give informed and willing consent.

Therapist Signature

Date