

Informed Consent of Treatment – Contract and Liability Release

Valentino Therapy, 3030 Bridgeway, Suite 108, Sausalito, CA 94965

Welcome to my practice. This document contains important information about my professional services and business policies. Although therapy documents are long and sometimes complex, it is very important that you understand them. When we both sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them, before or at any time in the future.

PSYCHOTHERAPY SERVICES: Therapy is a relationship between people that works, in part, because of clearly defined rights and responsibilities held by each person. As a Client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, your Therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

I, _____ (hereinafter “Client”) hereby acknowledge that I have voluntarily entered Psychotherapy and/or Clinical Hypnotherapy with Sharon Valentino (A.K.A. Therapist) at Valentino Therapy for an at will period, which either party can terminate with 48 hours’ notice. I freely consent to such treatment of my free will.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it and research indicates it often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, Client will have to work on things we discuss outside of sessions. I, Client, am aware that while Psychotherapy and Clinical Hypnotherapy modalities can produce benefit for many, and though it is not guaranteed, it can also produce unexpected changes since occasionally people may decide to begin or end relationships or professional contacts or even employment. No one can predict changes, outcomes or successful rates, which vary for each person. Therapist has an ethical responsibility to ensure Client understands that therapy doesn’t always work, that clients may feel worse before they feel better, that relationships may change, etc. This issue is particularly pertinent for clients of a different culture.

I, Client, fully accept and assume all risks whether before, during or after completion of services. These include without limitation, risk of physical injury, mental injury, emotional distress, trauma, death, and contact with other participants and the effects of weather, including temperature, power outages or other conditions at the place where services are rendered or elsewhere.

As lawful consideration for being a client and participating in services, I agree that I, _____, my heirs, guardians, legal representatives and assignees will not make any claims against, law suits, attach the property of or prosecute Sharon Valentino. In addition, I hereby release, acquit, and forever discharge Sharon Valentino, of and from all manner of actions, cause of action, suits, debts, property attachments, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever that I ever had, now have, or which any personal representative, successor, heir or assignees of mine hereafter can, shall or may have against Sharon Valentino, by reason of any injury, damages or misconduct resulting from my participation in therapy modalities with Therapist.

This Agreement includes the waiver and discharge of any and all liabilities, damages and claims, including those not known; arising out of any contact the client has with Therapist. The Agreement terms will not be affected by any facts which may later appear, come up, arise or become known. Client, _____, signs this Document voluntarily and not because of any distress, threat, menace or undue influence made by Therapist or anyone else. Client has had ample opportunity to read, discuss and consider this Agreement. Client fully understands the meaning and effect of this Release including the fact that by signing this document, Client is giving up any and all legal claims Client may have against Therapist. With said meaning and effects in mind, Client knowingly and voluntarily intends to be bound by all the terms of this Document.

This “Informed Consent of Treatment - Contract and Liability Release”, also referred to as this Agreement and/or Document, consisting of five (5) pages is a complete and final version of the terms of this Agreement. There have been no inducements, representations or promises made to Client other than those set forth herein.

MISCELLANEOUS:

- a. Successors and Assigns. This Consent of Treatment - Contract and Liability Release will be binding on Client and their respective successors and assigns.
- b. Governing Law. This Consent of Treatment - Contract and Liability Release will be construed and interpreted in accordance with the laws of the State of California.
- c. Integrated Agreement: Modification. This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written Agreement, executed by each of the parties hereto.
- d. Severability. The unenforceability, invalidity, illegality of any provision will not render the other provisions unenforceable, invalid, or illegal.
- e. Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Neutral Construction. The parties hereto agree that this Agreement will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

PAYMENTS AND FREES: Client acknowledges that the fee for each session shall be \$150.00 due in advance on the first day of each month for all sessions scheduled for that month.

If the session is for a one-time meeting or one Clinical Hypnotherapy treatment, the fee should be paid at that session.

This fee will be revisited, and possibly adjusted annually, due to increased costs of operation, if any. Any payments received after the fifth day of each month shall be charged a \$45.00 late fee.

Any session not canceled with a 48 hour notice shall be charged for. Reasonable attempts shall be made to reschedule appointments if given with 48 hour, or greater, notice.

Should either party terminate this Agreement with the above noted 48 hour Notice of Termination, any pre-paid sums remaining shall be promptly refunded to the Client address noted on the signature page.

Client is responsible for coming to session on time; if you are late, your appointment will still need to end on time.

MATTERS OF NOTE:

- ✓ If Client is having Family or Couples therapy, please be aware that Therapist will not take sides, and has a No Secrets Policy. That means that Client should have no expectation that Therapist will treat extra-therapeutic conversations with Couples and/or Family therapy participants as confidential between other members of the group. It is preferable for secrets not to pollute the therapeutic process and Therapist reserves the right to disclose any secrets to other members if Therapist feels it beneficial, necessary or appropriate.
- ✓ Availability: Therapist is not available 24/7. If Client has a life-threatening emergency, Client should immediately call 911. Additionally, Therapist may experience normal illness and will take vacations from time to time with reasonable notice to Client.
- ✓ Therapist is often not immediately available by telephone when with clients or otherwise unavailable. At these times, leave a message and your call will be returned as soon as possible, but may take a day or two for non-urgent matters. Therapist will endeavor to return calls and e-mails in a reasonably prompt manner and will charge at the percentage of time used (at the normal session rate) if any telephone calls, reading and/or answering of e-mails requires more than 15 minutes time, after which time the full amount of time expended will be charged and billed for. This is to encourage issues be discussed within the therapeutic session and framework unless of a critical manner that needs immediate and brief attention; in this circumstance a sooner session may be mutually arranged and agreed upon.
- ✓ Therapist has a 24 Hour Sobriety policy. This means that should Client choose arrive in session under the influence of any substances not currently prescribed by their physician and taken in the proper, prescribed amounts, the session will not take place, but will be billed for. Therapy cannot proceed or be properly of value if Client chooses to not be sober and fully available.
- ✓ Therapist does not accept insurance for payment of services, However, any insurance forms you bring to session, filled out by Client, but needing additional information completed by Therapist or such information provided and attached to such insurance forms, shall be promptly provided. It is the Client's responsibility to determine what, if any, coverage his policy provides. Client should also be aware that most insurance companies require you to authorize Therapist to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-IV). Sometimes Therapist may have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Therapist has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. Therapist will provide Client with a copy of any report Therapist submits, if requested. By signing this Agreement, Client agrees that Therapist can

provide requested information to your carrier if you plan to work directly with your insurance, although a separate, written Release will also be required.

- ✓ If you are unhappy with your progress or what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to other therapists and you are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about aspects of therapy and my specific training and experience. You have the right to expect that any Therapist will not have inappropriate, social or sexual relationships with clients (or their immediate relatives) or have dual relationships of any kind with them.

CONFIDENTIALITY: Client is entitled to Confidentiality subject to certain conditions and exceptions:

- ✓ If Client is under 16 and a victim of crime and “the psychotherapist has reasonable cause to believe that the patient has been the victim of a crime and that disclosure of the communication is in the best interest of the child” then California Evidence Code 1027 negates privilege (confidentiality).
- ✓ Child Abuse Reporting: If Therapist has reason to suspect that a child is abused or neglected, Therapist is required by California law to report the matter immediately in a specific manner to a designated reporting agency. Failure to do so invokes serious penalties and consequences to any Therapist.
- ✓ Elder or Dependent Abuse Reporting: If Therapist has reason to suspect that an elderly or dependent, incapacitated adult is abused, isolated, neglected or exploited financially or otherwise, Therapist is required by law to immediately make a report and provide relevant information to the designated agency.
- ✓ Suicidality, Danger to Self or Others: Each of these circumstances requires Therapist takes certain prescribed (and/or allowed actions in some cases) to attempt to protect, help and/or warn others of serious threat to Client and others’ safety, most of which would break Client’s right to confidentiality. Under Duty to Warn and Protect, in cases where the client discloses or implies a plan for suicide, Therapist is required to make reasonable attempts to help ensure the safety of the client and may notify the family of the client, emergency contact, those living with Client and/or authorities. When Client discloses intentions or a plan to harm another person, the medical/mental health professional (Therapist) is required to warn the intended victim and report this information to legal authorities. Some additional Codes apply to property destruction.
- ✓ Homeland Security presently has the right to demand your records if a National Security issue is at stake in their view. Should this occur, Therapist is not allowed to inform Client that such a visit or an action took place.
- ✓ Court Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis, treatment and/or the records thereof, such information is privileged under state law, and Therapist will not release information unless you provide written authorization or a judge issues a Court Order. If I receive a subpoena for records or testimony, Therapist will assert Privilege, then notify you so you can file a motion to quash (block) the subpoena.
In Court cases, therapy information is not protected by patient-therapist privilege in child abuse cases, in cases in which your mental health is an issue, or in any case in which the judge deems the information to be “necessary for the proper administration of justice.” Protections of privilege may not apply if Therapist does an evaluation for a third party or where the evaluation is court-ordered.
If Therapist knows in advance that pending or future Court actions may involve Therapist, I will abstain from taking you as a Client to avoid a dual relationship which may damage our work and Therapist will endeavor to provide Client with referrals for other treatment professionals.
- ✓ Therapist’s Incapacity or Death: Client acknowledges that, in the event the Therapist becomes incapacitated or dies, it will become necessary for another licensed professional to take possession of my file and records. By signing this consent form, Client consents to allowing another licensee selected by the Therapist to take possession of your file and records and provide Client with copies upon request, or to deliver them to a new Therapist of Client’s choice.
- ✓ Minors/Guardianship: Parents or legal guardians of non-emancipated minor clients have the right to access Clients’ records in certain circumstances unless Therapist deems it detrimental.
- ✓ Various State and National laws may be enacted in the future that affect your right to confidentiality.

ACCESS TO RECORDS: California Health & Safety Code 123100 provides the following. Clients may make a written request for records and Therapist has 4 options.

- Allow an inspection with 5 business days.
- Produce a treatment summary within 10 days from receipt of the written request, unless the report is extensive, wherein the time is increased to 30 days, with a reasonable fee for Therapist’s time.
- Produce a copy within 15 business days at an allowable charge of 25 cents per page.

- Refuse access when Therapist deems there is a high risk of detrimental consequences to Client seeing the records.
- Right to Amend or Correct the record is subject to several limitations. If Client feels that protected health information Therapist has is incorrect or incomplete, Client may ask Therapist to amend the information. The request must be made in writing, and submitted to Therapist. Also, Client must provide a reason that supports the request. Therapist may deny the request if asked to amend information that was not created by Therapist, is not part of the medical information kept by Therapist, is not actually part of the record, is not part of the information which Client would be permitted to inspect and copy, or that is accurate and complete. Client understands that under no circumstances will portions of the original chart be removed or obliterated, but that any corrections or amendments shall be forwarded on to others who may be relying on the record to provide treatment, payment or operations.

In entering into this Agreement, Client is not relying upon any oral or written representation or statements made by Therapist other than what is set forth in this contract.

Right to a copy of this notice –Client has the right to an e-mail or paper copy of this notice. Client may ask for a copy of this notice at any time. Therapist has the right to change or update this Agreement at any time and to provide you a new copy to sign with mutual agreement to in order to continue treatment.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY FOR WHATEVER CAUSES OR ACTIONS THAT MAY OCCUR DURING MY SESSIONS AND/OR TREATMENT WITH SHARON VALENTINO, THERAPIST, AND THAT THIS IS ALSO A CONTRACT BETWEEN MYSELF AND SHARON VALENTINO, AND I DO HEREBY SIGN OF MY OWN FREE WILL AND CONSENT.

Client Signature	Printed Name	Date	Time
Address	Phone	Fax	E mail
Client's Emergency Contact Information: _____			
Couple, Parent and/or Guarantor Signature (if applicable)		Date	Time
Address	Phone	Fax	E mail
Sharon Valentino, Therapist, Signature		Date	Time

Sharon Valentino, MA, CHT, LMFT
 Licensed Marriage and Family Therapist, MFC51746
 Masters Counseling Psychology
 Substance Abuse and Relapse
 Certified Cinematic Therapy Specialist
 Reiki Master, Certified Clinical Hypnotherapist
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