

Dawn Wade, MA, ATR, CHT, LMFT
Licensed Marriage and Family Therapist
Certified Hypnotherapist Registered Art Therapist
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AGREEMENT FOR SERVICE/INFORMED CONSENT

Introduction

This agreement is intended to provide you (herein "Client") with important information regarding the practices, policies, and procedures of Dawn Wade, ATR, CHT, LMFT 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 prior to signing it.

Therapist Background and Qualifications

I, **Dawn Wade, LMFT**, am licensed in the State of California as a Licensed Marriage and Family Therapist, I am nationally registered as an Art Therapist (ATR), and I am certified as a Hypnotherapist (CHT). I have worked directly in the Mental Health Field for over 10 years with children, adolescents, adult groups, couples, and individuals. I am a current member of professional associations: Sacramento Valley and Sierra Valley Chapters of the California Association of Marriage and Family Therapists (CAMFT), the Northern California Association of Art Therapists (NorCATA), and the American Art Therapy Association (AATA). I have facilitated in-patient groups, children, adolescent, and adult groups, dual-diagnosis groups, and work with chronic illness and pain, trauma survivors, and adult survivors of child abuse. I am certified in hypnotherapy and trained in various techniques in working with trauma including EMDR (Eye Movement Desensitization and Reprocessing). Confidentiality is kept at the highest level possible.

Perspective and Therapy Approach- I believe that people can work to resolve issues and that conflict may help elicit growth and change. By moving through issues, feeling stuck, and resolving dysfunctional patterns, people can create balance between responsibilities, commitments, and desires and hopes. I encourage healing and work with people so they can facilitate the change and balance they desire.

I join with Clients to communicate, solve problems, and learn to maintain positive interactions by discovering the unproductive interactions and practicing techniques that lead to more fulfillments within oneself. Support can entail helping Clients to transcend, heal, and get beyond old and possibly ineffective patterns of interaction that interfere with fulfilling relationships. I use a variety of techniques and invitations to help Clients connect with self and then with others, including dialogue, expressive arts, imagery, along with other experiential modalities, hypnotherapy, and EMDR. I tailor this approach to best fit each Client as appropriate. I invite Clients to go beyond just the story and join issues that arise in the moment, keeping the focus on self and taking responsibility for what they can change. Clients can at anytime accept or refuse an invitation.

Based on the information you provide and the specifics of your situation, I will provide recommendations to you regarding your treatment. The length of your treatment and the timing of the eventual termination of your treatment depend of the specifics of your treatment plan and the progress you achieve.

Risks and Benefits of Therapy

Psychotherapy is a process whereby we discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so Clients can experience 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 the Client and the 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, 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 the Client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee 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, etcetera. There may be times in which a Client's perceptions and assumptions are challenged and different perspectives offered. The issues presented by a Client may result in unintended outcomes, including changes in personal relationships. A Client should be aware that any decision on the status of their personal relationship(s) is your responsibility.

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. A Client should address any concerns they have regarding their progress in therapy with the Therapist.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, I regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, I will not reveal personally identifying information concerning Clients.

Records and Record Keeping

The Therapist creates and maintains clinical records that are the sole property of the Therapist. Client records are maintained in a web-based system. What this means is your records are stored online in a secure, encrypted, HIPAA compliant system that is backed up to ensure records are not lost due to technical problems. A written request by the Client is required for a copy of the records. The Therapist reserves the right, under California law, to provide the Client with a treatment summary in lieu of actual records. The 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. The Therapist will maintain the Client's records for seven years following termination of therapy. However, after seven years, the Client's records will be destroyed in a manner that preserves Client confidentiality. The Therapist will not voluntarily participate in any litigation or custody dispute where the Client and another individual, or entity, are parties. I have a policy of not communicating with a Client's attorney and generally will not write or sign letters, reports, declarations, or affidavits to be used in a legal matter unless agreed upon at the beginning of the therapeutic relationship. I generally will not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving a Client, the Client agrees to reimburse me for any time spent in preparation, travel, or other time that I have made myself available for such an appearance at my usual and customary hourly rate of \$450.00.

Psychotherapist-Patient Privilege

The information disclosed by a Client, 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 Client in the eyes of the law; it is akin to the attorney-client privilege or the doctor-patient privilege. If a subpoena is received for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on Client's behalf until instructed, in writing, to do otherwise by the Client or Client's representative. The Client should be aware that they might be waiving the psychotherapist-patient privilege if they make their mental or emotional state an issue in a legal proceeding. A Client should address any concerns they might have regarding the psychotherapist-patient privilege with their attorney.

Confidentiality

The information disclosed by a Client is generally confidential and will not be released to any third party without written authorization from a 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
- When a Client is dangerous to him/herself or poses serious threat to harm another person
- Judicial subpoenas
- Investigations under the USA Patriot Act

Your rights to privacy and how your private information is released are detailed in the form NOTICE OF PRIVACY PRACTICES. Please read and keep a copy of this form for your reference.

- I have received a copy of the **NOTICE OF PRIVACY PRACTICES** _____
(initials)

Electronic Communication- Email, Voicemail, Text Messages, and Social Media

A Client is welcome to leave email messages at any time by sending a message directly to:

Dawn@heartmindandhealth.com. A Client is welcome to leave voicemail or text messages at any time by sending a message to 916-905-4278. If any electronic message requires a response, the Therapist will make every effort to respond promptly, but be advised that it may take up to several hours. If a Client sends any message during the evening, on a weekend, or over a holiday, the Therapist may be unable to respond until the next business day. Please leave a call-back number and times that are best to call you, as it can be difficult to reach me between appointments. If your call is not returned within 2 days, please call again, as technical problems can occur.

While a Client is welcome to send the Therapist multiple messages, email, voicemail, and text message communication is not meant to take the place of an office visit or psychotherapy session. If the Client requests that the Therapist read and respond to every message sent between sessions, the Therapist may need to bill Client for that time at the same hourly rate that was agreed upon for office visits.

In case of an emergency, DO NOT use email, but immediately call 911 for emergency response, and after that please leave a **voicemail** message for the Therapist at (916) 905-4278, if the Client is able to do so.

The Client should be aware that although the Therapist takes every precaution to ensure the confidentiality of electronic messages, there is the possibility that electronic communications can be intercepted. For this reason, the Client should consider carefully whether or not the Client would like to communicate via email or text. I do not accept friend requests from current or former Clients on any social media. Please do not use messaging, wall postings, or "Likes" on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion.

Beyond general scheduling, any email, text, or voicemail the Therapist receives from a Client and any response the Therapist sends to the Client may be printed out and kept in Client treatment record.

Fee and Fee Arrangements

The usual and customary fee for service is \$170.00 per 50 minute session, and the agreed upon fee between the Therapist and the Client is \$ _____. Sessions longer than 50 minutes are charged pro rata for the additional time. The Therapist reserves the right to periodically adjust this fee. The Client 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 payers, or agreement with the Therapist. Clients are expected to pay for services at the time services are rendered. Cash and/or checks and some credit cards are accepted. Returned checks will be assessed at \$25 service charge.

From time-to-time, the Therapist may engage in telephone/email contact with the Client for purposes other than scheduling sessions. The Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any communication that is longer than ten minutes. In addition, from time-to-time, the Therapist may engage in telecommunication/email contact with third parties at a Client's request and with the Client's advance written authorization. The Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any communication that is longer than ten minutes.

Insurance-

I am not contracted with insurance companies/plans and am considered an out-of-network provider. The Client is responsible for any and all fees not reimbursed by their insurance company, managed care organization, or any other third-party payor, including missed appointments. The Client is responsible for verifying and understanding the limits of their coverage, as well as their deductibles. If the Client intends to use benefits of their health insurance policy, the Client agrees to inform the Therapist in advance. If the Client chooses to use their insurance, the Therapist will provide Client with a statement (Superbill), which the Client can submit to the third-party of their choice to seek reimbursement of fees already paid. The Therapist cannot guarantee Client's insurance will provide payment. In order for your claim to be processed, you must sign a release that allows disclosure of confidential information, including a diagnosis, to the insurance company.

Cancellation, Reschedule, and Missed/Late for an Appointment Policy

The Client is responsible for payment of the agreed upon fee for any missed or late session(s). Any session when the Client is late 20 minutes or more will be considered a missed session and the Client is responsible for

payment of the agreed upon fee. The Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give at least 24 hours notice of cancellation or need for reschedule. Cancellation or reschedule notice should be left on your therapist's voicemail @ 916-905-4278 and may also be sent by text, or sent by email to Dawn@HeartMindAndHealth.com.

Therapist Availability

The Therapist has established a confidential voicemail system that allows a Client to leave a message at any time. The 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. The Therapist does not provide 24-hour crisis service. In the event that the Client is feeling unsafe or requires immediate medical or psychiatric assistance, they should call 911, or go to the nearest emergency room. After that please leave a **voicemail** message for the Therapist at (916) 905-4278, if the Client is able to do so.

Termination of Therapy

I will discuss a plan for termination with you as you approach the completion of your treatment goals. As the Therapist, I reserve the right to terminate therapy at my 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, the Client's needs are outside of my scope of competence or practice, or the Client is not making adequate progress in therapy. The Client has the right to terminate therapy at their discretion. Upon either party's decision to terminate therapy, the Therapist will generally recommend that the 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. The Therapist will attempt to ensure a smooth transition to another therapist by offering referrals to the Client.

Concerns or Complaints

My goal is to provide you with respect and professional consideration at all times. If you feel that I have failed to do so, please feel free to communicate your concerns with me. If you feel that I have practiced outside my scope of practice or breached an ethical standard, you may contact the licensing board, the Board of Behavioral Sciences, www.bbs.ca.gov, 916-574-7830, 400 R Street, Sacramento, CA 95814. Additionally, you may send a written complaint to the ATCB (Art Therapy Credentials Board): ATCB, Inc., Executive Director, ATTN: Ethics- Confidential, 3 Terrace Way, Suite B, Greensboro, NC 27403-3660. The ATCB oversees the ethical practice of art therapists and may be contacted with Client concerns. 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).

Acknowledgment- By signing below, the Client acknowledges that they have reviewed and fully understands the terms and conditions of this Agreement. The Client has discussed such terms and conditions with the Therapist, and has had any questions with regard to its terms and conditions answered to the Client's satisfaction. The Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with the Therapist. Moreover, the Client agrees to hold the 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.

(#1)Client Name (please print)

(#2)Client Name (please print)

(#1)Signature of Client (or authorized representative)

(#2)Signature of Client (or authorized representative)

Date _____

Date _____

Therapist's signature/acknowledgement

Date