

INFORMED CONSENT CONTRACT

Welcome to our practice. This agreement is intended to provide you with important information regarding our services and office policies. Please read the entire document carefully and ask your therapist any questions regarding its contents prior to signing it.

Information about your therapist

You are free to ask questions at any time regarding your therapist's professional background, including experience, education, special interests, and professional orientation.

Confidentiality

Therapy is both a confidential and professional relationship. What you communicate during the course of treatment is protected by legal, professional, and ethical standards. Information gathered during the course of treatment may not be released without your prior written consent. However, California Law has placed specific limits on the confidentiality of the therapeutic relationship.

According to California State Law, this Therapist and Practice has a legal obligation to breach confidentiality under the following circumstances:

1. If the therapist determines, or has reasonable cause to believe, the client is in such mental or emotional condition as to be dangerous to him/herself or to the person or property of another and the disclosure of confidential information is necessary to prevent the threatened danger. (Evidence Code 1024)
2. If a therapist knows or reasonably suspects a child is being abused or neglected. (Penal Code Section 11165)
3. If a therapist has reasonable knowledge or suspicion that a person over age 65 or a dependent adult has been physically abused. (California State Law)
4. In cases of threatened suicide, the therapist has a legal duty to take reasonable steps to prevent it. (Bellah vs. Greenson)
5. If requested by client or compelled by court.

Telemental Health

Telemental health is the delivery of behavioral health services using interactive technologies (audio, video or other electronic communications) between a provider and a client that are not in the same physical location. The interactive technologies used in Telemental health incorporate network and software security protocols to protect the confidentiality of patient information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption. Electronic systems used will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption. (Section 2290.5 of the Business and Professions Code)

Treatment for Minors

We require that both parents and legal guardians sign to consent for treatment of a minor. We require a copy of current Custody Orders and/or proof of legal guardianship for the minor, if applicable, prior to the commencement of therapy. Please provide your therapist with a copy, either by email or fax, prior to the initial session so that our records are complete.

Professional Consultation and Supervision

Professional consultation is an important component of a healthy therapy practice. As such, therapists regularly participate in clinical, ethical, and legal consultations with appropriate professionals, including consultation with the treatment team at Phoenix Rising Institute, Inc.

Additionally, in accordance with California State Law Licensing Regulations, all pre-licensed therapists receive individual and group supervision. Therefore, confidentiality will not be maintained during consultation with the supervisor and other professional persons hired by the Practice for the purpose of staff training. (California Code of Regulations, Title 16)

Notice of Privacy Practices

The Notice of Privacy Practices provides information about how Mary G. Madrigal, PhD and Embrace Counseling & Treatment Center may use and disclose your protected health information. We encourage you to read it in full. The Notice of Privacy Practices is subject to change. If we change the Notice, you may obtain a revised copy from your therapist. If you have any questions about the Notice of Privacy Practices, please contact our office.

Emergencies

We are unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or mental health assistance, please be aware of the following resources:

- 911 or go to the nearest emergency room
- The OC WarmLine: 877.910.9276 or 714.991.6412
- CAT-Centralized Assessment Team: 866.830.6011
- Suicide Prevention: 877.7CRISIS/877.727.4747
- **For Telemental Health** (If a need for direct, face to face services arises, it is my responsibility to contact practitioners in your area to connect you with those practitioners. Also, in the event of disruption of services, it may be necessary to use the telephone for the session. The telephone number to contact is (714) 504-8840.

Risks and Benefits of Therapy

It is our intention to provide you with services that will assist you in reaching your goals. Therapy is a unique and highly individualized experience with the outcome determined by active participation inside and outside of session. Additionally, progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Benefits may include improvement in some aspects of your life, solving problems, or expressing feelings to an accepting person.

However, there is no guarantee that therapy will yield positive or intended results. Some risks include the possibility of experiencing some discomfort due to remembering and discussing unpleasant events, feelings, and experiences which may result in experiencing a range of emotions that may be uncomfortable at times.

Termination of Treatment and Complaints

Therapy has been shown to be beneficial to those who undertake it. If at any time, you have questions or concerns regarding the services you receive, we strongly encourage you to discuss them with your therapist. If you feel that your therapist is not a good fit for you or that you may benefit by going to another therapist for various reasons, please call our office and we will be happy to reassign you to another therapist. Also, you have the right to decide to end treatment. If you are thinking about ending therapy, we encourage you to discuss it with your therapist so that we may minimize terminating treatment against medical advice. If termination of treatment is indicated, we can provide you with names of other mental health providers.

Your therapist has the right to terminate therapy due to, but not limited to, the following reasons: untimely payment of fees, failure to comply with treatment recommendations, conflict of interest, failure to participate in therapy, a client’s needs are outside the therapist’s scope of competence or practice, or a client is not making adequate progress in therapy.

Acknowledgement of Informed Consent Contract

I have read the Informed Consent Contract fully and completely, I have discussed any questions I had about the information with my therapist, and I understand the information. I apply for and consent to my therapy treatment (or the treatment for my child) and I agree to the terms and conditions detailed above.

Please check one: Accept a copy of Contract Decline a copy of Contract

Signature (Client)

Date

**Verbal Consent Given
(Telemental Health Client Only)**

Date

If client is a minor, signature of Parent/Guardian

Date

If client is a minor, signature of Parent/Guardian

Date

Therapist Signature

Date

As a minor, I give the therapist or Practice permission to share information with my parent/guardian as is deemed appropriate throughout the treatment process.

Signature (Minor)

Date

Acknowledgment of Receipt of Notice of Privacy Practices

By signing this form, I acknowledge that I have reviewed the Notice of Privacy Practices (NPP) of the office of **Mary G. Madrigal, PhD and/or Embrace Counseling Center**

Please check one: Accept a copy of NPP Decline a copy of NPP

Signature (client/parent or guardian)

Date

For Office Use Only

Inability to Obtain Acknowledgment of Receipt of Notice of Privacy Practices

Mary G. Madrigal, PhD and/or Phoenix Rising Institute made good faith attempts to obtain written acknowledgement of receipt of his or her Notice of Privacy Practices, but acknowledgement could not be obtained because:

- Individual refused to sign
- Other (specify) _____
- An emergency situation prevented him/her from reviewing the NPP

Therapist Signature

Date