

Informed Consent & Release of Liability
Wellness Counseling & Consulting Services
20512 SW Roy Rogers Rd., Suite 150, Sherwood, OR 97140
(503) 833-2566

Introduction: This Informed Consent and Release of Liability is intended to provide you with important information regarding the practices, policies, and procedures of Wellness Counseling & Consulting Services and to clarify the terms of the professional therapeutic relationship between you and your therapist. Any questions or concerns regarding the contents of this Agreement should be discussed with your counselor prior to signing it.

Payment for Services: Our normal fee is \$100.00 per clinical hour (50 minutes) of therapy, coaching, or consultation. Clients who pay their bill in full at the time of service will receive a 10% discount. Please make all payments payable to 'Wellness Counseling & Consulting Services'. For your convenience credit cards are accepted. Counseling fees may be covered by your health insurance based on your particular policy. A limited number of reduced fee slots are available. Please talk to your counselor if you feel you are unable to pay the standard fee.

Bill of Rights: The following client rights have been established by the Oregon State Board of Licensed professional Counselors and Therapists (OAR 833-060-0004(h)). Consumers of counseling or therapy services offered by Oregon Licensees & Registered Interns have the right: (A) To expect that a licensee has met the minimal qualifications of training and experience required by state law; (B) To examine public records maintained by the Board and to have the Board confirm credentials of a licensee; (C) To obtain a copy of the Code of Ethics; (D) To report complaints to the Board; (E) To be informed of the cost of professional services before receiving the services; (F) To be assured of privacy and confidentiality while receiving services as defined by rule and law, including the following exceptions: (i) Reporting suspected child abuse; (ii) Reporting imminent danger to client or others; (iii) Reporting information required in court proceedings or by client's insurance company, or other relevant agencies; (iv) Providing information concerning licensee case consultation or supervision; and (v) Defending claims brought by client against licensee. (G) To be free from being the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services. You may contact the Board at the following address and phone number: Board of Counselors and Therapists, 3218 Pringle Rd SE #250, Salem, OR 97302-6312. Phone (503) 378-5499

Risks and Benefits of Therapy: Psychotherapy is a process in which we discuss a wide variety of issues, events, experiences, and memories for the purpose of creating positive change so you can experience life and relationships more fully. It provides you an opportunity to better, and more deeply, understand yourself, as well as any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between you and your 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 with others, and increased self-confidence. Such benefits may also require substantial effort on your part, 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, etc. There may be times in which your perceptions and assumptions are challenged, and different perspectives offered. The issues presented by you may result in unintended outcomes, including changes in your personal relationships. You should be aware that any decision on the status of a personal relationship is your responsibility.

During the therapeutic process, you may find that you feel worse before you 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. You should address any concerns you have regarding your progress in therapy with your therapist.

Professional Consultation: Professional consultation is an important component of a healthy psychotherapy practice. As such, our counselors regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, therapists will not reveal any personally identifying information concerning you.

Records and Testimony: Wellness Counseling & Consulting Services' counselors will not voluntarily participate in any litigation or custody dispute in which you and another individual, or entity, are parties. We have a policy of not communicating with our clients' attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in a legal matter unless it is agreed upon at the beginning of the therapeutic relationship. Counselors will generally not provide records or testimony unless compelled to do so. Should a counselor be subpoenaed or ordered by a court of law to appear as a witness in an action involving you, you agree to reimburse the therapist for any time spent for preparation, travel, or other time which is made available for such an appearance at the hourly rate your therapist charges.

Psychotherapist-Client Privilege: The information disclosed by you, as well as any record created of it, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between you and your therapist in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. If a counselor receives a subpoena for records, deposition testimony, or testimony in a court of law, he or she will assert the psychotherapist-client privilege on your behalf until instructed in writing to do otherwise by you or your representative. You should be aware that you might be waiving the psychotherapist-client privilege if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-client privilege with your attorney.

Confidentiality: All communications between you and your therapist will be held in strict confidence unless you provide written permission to release information about your treatment. If you participate in couple or family therapy, your therapist will not disclose confidential information

about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release. In addition, your therapist will not disclose information communicated privately to him or her by one family member to any other family member without written permission.

There are exceptions to confidentiality. For example, therapists are required to report instances of suspected abuse of a child or vulnerable adult. Therapists may be required or permitted to break confidentiality when they have determined that a client presents a serious danger of harm to another person or when a client is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others), in certain circumstances, to provide Federal agents with books, records, papers, documents, and other items with or without a subpoena. In addition, the law prohibits the therapist from disclosing to the client that the Federal agents sought or obtained the items under the Act.

If you are participating in relationship counseling (couple, family, other), please be advised that your therapist may request an individual session from time to time with one or more participants. Information discussed in these individual sessions is private unless your therapist determines that sharing it is critical to a successful therapy outcome. In this case, your counselor will discuss this with you individually and encourage the information to be shared during a future relationship session. If you are unwilling to share this information, your therapist may decide to terminate counseling services.

Your records may also be used for research purposes, including the publication and dissemination of research results, understanding that this will involve no participation on your part and that your identity and any other identifying information will be protected and kept confidential.

Minors and Confidentiality: Communications between therapists and clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

Audio and Video Recording: Your counselor may, on occasion, record your counseling sessions for his or her ongoing supervision and continuing education. These recordings will be erased after these purposes are met. These recordings, and all other information pertaining to your counseling sessions, will be kept secure and will be available to no one other than the staff of Wellness Counseling & Consulting Services, your counselor, and his or her supervisor(s). This material will not be communicated to any other person(s) (with the exception of those named in this paragraph), in any form, without your written request and expressed written consent.

Termination of Therapy: Your counselor reserves the right to terminate therapy at his or her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, dual relationships, failure to participate in therapy, or if your needs fall outside of the scope of competence or practice, or you are not making adequate progress in therapy. You have the right to terminate therapy at your discretion. Upon either party's decision to terminate therapy, your counselor will generally recommend that you 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. Your therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to you.

Acknowledgement and Release of Liability: By signing the Acknowledgement form, you acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement. You have discussed such terms and conditions with your therapist, and have had any questions with regard to its terms and conditions answered to your satisfaction. You agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with your therapist.

Moreover, in consideration of the benefits to be derived from the counseling, the receipt whereof is hereby acknowledged, you hereby indemnify and hold harmless, release, remise and forever discharge and covenant not to sue or hold legally liable Wellness Counseling & Consulting Services, (Maggie Sprague, LMFT, "DBA" Wellness Counseling & Consulting Services), the counselors and therapists; the supervisors; or the staff from any and all claims, demands, damages, actions, or causes of action whatsoever related to the counseling process.