

Enedina Robles, LCSW, PMH-C, DBA Three Oaks Wellness Collaborative

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OFFICE: 559-288-3164

INFORMED CONSENT FOR PSYCHOTHERAPY

GENERAL INFORMATION

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

THE CLIENT AND THE INSURED

The Client is referred to as the primary person receiving therapy. When insurance is being used, The Insured is the person financially covering the treatment of therapy. Typically, this is the same person; however, in circumstances where The Client and The Insured are different individuals, the confidentiality of the The Client's treatment will be enforced in all circumstances, except those listed below. Please note that the Insured will receive any documentation sent by the Insurance company and not the Client (if different).

In the case where The Client is the minor, The Client's confidentiality will be enforced in all circumstances, again except for those listed below. If you are divorced, separated, or currently involved in any legal proceedings, you must submit a hard copy of your custody decree that documents that you have the legal right to seek treatment for you child. If you do not have access to the other parent, you can speak to me about completing a Caregiver Affidavit.

THE THERAPEUTIC PROCESS

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

CONFIDENTIALITY

The waiting room located at this address is monitored by a security camera that is video and audio recording for safety reasons at all times. The video footage remains confidential, except in the case of an emergency, in which case the video and audio footage may be released to DSS Private Security, Ring Alarm Company, Fresno PD and/or other law enforcement agencies, the landlord, and/or this Clinician. An emergency constitutes danger/threat to the physical property or body of anyone that enters or stands within video recording distance of this waiting room.

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. In cases where an Insurance is being used to finance the treatment, please know that your Insurance is also required to receive information regarding your treatment, diagnosis, progress, and any other information required of the Insurance company in order to approve reimbursement. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

Additionally, in the event of any items listed above where your welfare or that of another person or their property is in question, a welfare check by law enforcement will be requested.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

REQUESTS FOR RECORDS

You may request a copy of your records by submitting a letter in writing via in-person, mail, or fax to my office. Letters will not be accepted via text, email, or verbally. I will respond to your letter within five working days of receipt of your written request.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it. Business pages on social media are public accounts and do not meet this agreement.

ELECTRONIC COMMUNICATION

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. Please do not text the office phone or email me directly with personal information, with the exception of scheduling appointments. All communication should be through your Client Portal or phone call directly to my office phone. While I may try to return messages in a timely manner, I cannot guarantee

immediate response and request that you do not use these methods of communication to request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and I, as your therapist, chose to use information technology for some or all of your treatment, you need to understand that:

(1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable.

(3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.

(4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

(5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

COLLABORATIVE OFFICE

Three Oaks Wellness Collaborative is a suite shared by multiple wellness providers who are in business for themselves, but sharing physical space, resources, knowledge, and share the common goal of helping their clients to grow stronger. Please speak to me directly with any questions regarding the practice of my business, confidentiality while in the Collaborative Office set up, or concerns while waiting in the shared client waiting room.

NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of clinical social workers, marriage and family therapists, licensed educational psychologists, or professional clinical counselors. You may contact The Board online at www.bbs.ca.gov, or by calling (916) 574-7830.

If you are not comfortable with any part of this Consent form, please contact me by phone or email so that we can discuss your concerns further. If necessary, I may refer you to another provider that may better fit your needs.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Updated on 10/16/22