



**LSC**  
**LIVING SUCCESS CENTER**  
*A Pathway to Mental Health & Wellness*

Executive Director: Annette Smith, MA, LMFP, LPCC

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Clinician

**AGREEMENT FOR SERVICE/INFORMED CONSENT**

**Introduction**

This Agreement is intended to provide \_\_\_\_\_ [Client Name] (herein referred to as “Client”) with important information regarding the practices, policies and procedures of The Living Success Center (herein referred to as the “Clinic”), and the Clinician named above (herein referred to as the “Clinician”) and to clarify the terms of the professional therapeutic relationship between the Clinician and the Client. Any questions or concerns regarding the contents of the Agreement should be discussed with the Clinician prior to signing it.

**Risks and Benefits of Therapy**

Psychotherapy is a process in which the Clinician and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so the Client can experience his/her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties the Client may be experiencing. Psychotherapy is a joint effort between the Client and the Clinician. 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 to the Client, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self sabotaging behaviors, improved interpersonal relationships, increased self-confidence.

Such benefits may also require substantial efforts 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, etc. There may be times in which the Clinician will challenge the Client's perceptions and assumptions, and offer different perspective. The issues presented by the Client may result in unintended outcomes, including changes in personal relationships. The Client should be aware that any decision on the status of his/her personal relationships is the responsibility of the Client.

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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. The Client should address any concerns he/she has regarding his/her progress in therapy with the Clinician.

### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. As such the Clinician regularly participates in clinical, ethical and legal consultation with appropriate professionals. During such consultations, the Clinician will not reveal any personally identifying information regarding the Client.

### **Records and Record Keeping**

Clinicians may take notes during session, and will also produce other notes and records regarding the Client's treatment. These notes constitute the Clinician's clinical and business records, which by law, the Clinician is required to maintain. Such records are the sole property of the Clinician. The Clinician will not alter his/her normal record keeping process at the request of any client. Should the Client request a copy of the Clinician's records, such a request must be made in writing. The Clinician reserves the right, under California law, to provide the Client with a treatment summary in lieu of actual records. The Clinician 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 provider. The Clinician will maintain the Client's records for ten years following the termination of therapy. However, if after ten years, the Client's records will be destroyed in a manner that preserves the Client's confidentiality.

### **Confidentiality**

The information disclosed by the Client is generally confidential and will not be released to any third party without written authorization from the 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 patient makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another.

### **Client Litigation**

The Clinician will not voluntarily participate in any litigation, or custody dispute in which the Client and another individual, or entity, are parties. The Clinician has a policy of not communicating with the Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in the Client's legal matter. The Clinician will generally not provide records or testimony unless compelled to do so. Should the Clinician be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the Client, the Client agrees to reimburse the Clinician for any time spent for preparation, travel, or other time in the Clinician has made him/herself available for such an appearance at the Clinician's usual and customary hourly rate.

### **Psychotherapist- Patient Privilege**

The information disclosed by the Client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between the Clinician and the Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the Client is the holder of the psychotherapist-patient privilege. If the Clinician received a subpoena for records, deposition testimony, or testimony in a court of law, the Clinician will assert the psychotherapist-patient privilege on the Client's behalf until instructed in writing, to do otherwise by the Client or the Client's representative. The Client should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her

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mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she may have regarding the psychotherapist-patient privilege with his/her attorney.

### **Sessions and Appointments**

A standard psychotherapy session runs for fifty minutes. This allows times for writing progress notes, thinking about the just completed therapy session, returning phone calls, and taking a short break so that the Clinician is alert and ready for the next client.

In the event the Client must cancel or reschedule a session, it is important that the Clinician be informed as soon as possible so that another client can use that time. The Clinic asks that the Client provide 24 hours notice of any cancellation or need to reschedule an appointment to a later date. In the event that unexpected circumstances prevent the client from giving 24 hours notice, the usual session fee will be charged.

### **Fees and Fee Arrangements**

The agreed upon fee between the Clinician and the Client is \$\_\_\_\_\_. The Clinician reserves the right to periodically adjust the fee. The Client will be notified of any fee adjustment in advance.

From time-to-time, the Clinician may engage in telephone contact with the Client for the purposes other than scheduling sessions. The Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, the Clinician may engage in telephone contact with third parties at the 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 telephone call longer than ten minutes.

Clients are expected to pay the full amount of their fee at the end of each session. Since we operate on a "sliding fee schedule" and have no billing department, we do no insurance billing. The Clinic must operate on strict cash or check basis, with a written receipt given for each payment made. If the Client's check is returned for non-sufficient funds, the Client will be responsible for the session fee, plus a \$15 non-sufficient fund charge. This payment must be made in cash or money order.

### **Clinician Availability**

The Clinician's office is equipped with a confidential voice mail system that allows the Client to leave a message at any time. The Clinician 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 Clinician is unable to provide 24-hour crisis service. In the event that Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room.

### **Termination of Therapy**

The Clinician reserves the right to terminate therapy at his/her discretion. Reasons for the 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, Client's needs are outside of Clinician's scope of competence or practice, or the Client is not making adequate progress in therapy. The Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the Clinician 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 Clinician will also attempt to ensure a smooth transition to another Clinician by offering referrals to the Client.

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**Acknowledgement**

By signing below, the Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. The Client has discussed such terms and conditions with the Clinician, 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 allow the Client to participate in psychotherapy with the Clinician. Moreover, the Client agrees to hold the Clinician 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.

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Client Name (Please Print)

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Date

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Signature of Client (or Authorized Representative)

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**PATIENT CONSENT FOR TREATMENT FORM**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ -

1. I understand that my clinician is an unlicensed person who is either a Trainee, enrolled in a master's or doctorate program in psychology at a local university/college, or an Associate who is serving her/his internship towards marriage, family, and child Clinician's (MFCC), or psychologist's license, and is directed and supervised by licensed mental health professionals.
  
2. I understand that all communication between me and my Clinician is both privileged and confidential and that my Clinician will discuss my case with the clinical supervisor, the program's director and/or person designated by the director.
  
3. I understand that I will participate in counseling interviews that may be audio and/or video taped and will be reviewed by the clinical supervisor. All audio and videotapes will be erased before or at the completion of my involvement at Living Success Center's counseling program. I further understand that my signature and date below indicate that I consent that my counseling interviews may be audio or video taped.
  
4. I understand that the law in California requires the Clinician to breach confidentiality under the following conditions:
  - a. If a member of any family in counseling tells the Clinician that a minor child in the family has been physically abused and/or sexually molested.
  - b. If the client informs the Clinician that s/he intends to physically injure him/herself or someone else. Every effort will be made to prevent an attempted suicide or a dangerous action against another person or someone else's property.
  
5. I give permission to the Living Success Center's Clinician to provide counseling and/or psychological services to me.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness' Name & Title

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