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Informed Consent & Agreement for Psychotherapy Services

Introduction. This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask me any questions that you may have regarding its contents before signing it. You may have questions about me, my qualifications, therapy or anything not addressed here. It is your right to have a complete explanation for any questions you may have, now or in the future. Please feel free to ask questions or share any concerns that may arise. Although I know this may be uncomfortable at times, your openness and honesty will allow me to better serve you.

Information About Your Therapist. Whenever you wish, I will discuss my professional background with you and provide you with information regarding my experience, education, special interests and professional orientation. You are free to ask questions at any time about the above and anything else related to your therapy or other concerns.

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Fees. The fee for service is \$150 per 50-60 minute individual therapy session. The first session of 75 minutes is \$175. The fee for service for group therapy when they are formed is \$100 per two-hour group session. I reserve the right to periodically adjust the fees. You will be notified in advance of any fee adjustment. If I am in-network with your insurance, the fees are determined by your insurance company. Fees are payable at the time services are rendered or as agreed upon.

I can provide you with a statement that you can submit to your insurance if you have coverage for mental health services. Please see my website www.peaceofmindwellness.net and click on Billing and Insurance to see questions you should ask your insurance company.

If I am in-network with your insurance, I will submit the claim for you and you would be responsible for either the billed amount- if you haven't met your deductible for the current year yet, or for your co-pay if you have one. The billed amount will be the amount that your insurance company allows me to bill.

Appointment Scheduling and Cancellation Policies. Individual sessions are normally scheduled to occur once per week at the same time and day if possible. I may suggest more or fewer sessions depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. Scheduled appointment times are reserved especially for you. If you miss an appointment or cancel with less than 48 hours notice, you will be charged a missed appointment fee of \$75. Exceptions may be made in the event of illness or an unavoidable emergency.

Delinquent Accounts. You are responsible for all charges incurred. Services are paid in full at the time of each visit, unless other arrangements have been made in advance. Should your account become delinquent, you agree to pay interest at 1.5% per month on the unpaid balance. If it becomes necessary for your account to be referred for collection action, you agree to pay the actual balance due plus collections expenses of 30 – 50% of any balances owing, and any attorney fees.

Risks and Benefits of Therapy. Psychotherapy is a process in which we will discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so that you can experience your life more fully. It provides an opportunity to better and more deeply understand oneself as well as any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between us. 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 you, 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 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, anxiety, etc. There may be times in which I will challenge your perceptions and assumptions, and offer different perspectives. The issues presented by you may result in unintended outcomes, including changes in personal relationships. Sometimes a decision that is positive for one family member is viewed quite differently by another. You should be aware that any decision on the status of your personal relationships is your sole responsibility.

During the therapeutic process, many people 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. You should discuss with me any concerns you have regarding your progress in therapy. Due to the varying nature and severity of problems and the individuality of each client/patient, I am unable to predict the length of your therapy or to guarantee a specific outcome or result.

Discussion of Treatment Plan. It is my intention to provide services that will assist you in reaching your goals. Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives and my view of the possible outcomes of treatment. Sometimes more than one approach can be helpful in dealing with a certain situation. During the course of therapy, I will draw on various treatment approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches may include but are not limited to behavioral, cognitive, (CBT, CPT), Eye Movement Desensitization and Reprocessing (EMDR), system/family, interpersonal, and/or psycho-educational techniques.

I believe that therapists and clients/patients are partners in the therapeutic process. You have the right to agree or disagree with my recommendations. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from

any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

Termination of Therapy. The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with me. I will discuss a plan for termination with you as you approach the completion of your treatment goals. You may discontinue therapy at any time. If you or I determine that you are not benefiting from treatment, either of us may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy. It is best to discuss this in at least one planned termination session.

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 any personally identifying information regarding you or your situation.

Collaboration with Other Professionals. In order to provide quality services, I often need to collaborate with other professionals, such as your physician, psychiatrist, past therapists, and/or other mental health professionals. You will be asked to complete a release of information authorizing these exchanges; in some cases, I may not be able to provide services without this.

Records and Record Keeping. I may take notes during session, and will also produce other notes and records regarding your treatment. These notes constitute my clinical and business records, which by law, I am required to maintain. Such records are the sole property of the therapist. Should you request a copy of my records, such a request must be made in writing. I reserve the right, under Maryland law, to provide you with a treatment summary in lieu of actual records. I also reserve 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. I typically maintain records for ten years following termination of therapy. After ten years, your records may be destroyed in a manner that preserves your confidentiality.

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a colleague who is a licensed social worker/psychotherapist as my professional executor. If I die or become incapacitated, my professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services if needed; and/or to facilitate continued care with another qualified professional if needed. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you.

Confidentiality. The information disclosed by you is generally confidential and will not be released to any third party without written authorization from you, except where required or permitted by law. Exceptions to confidentiality include, but are not limited to, situations where you pose a threat of serious harm to yourself or someone else;

cases involving suspected child, elder or dependent adult abuse; cases in which I am court-ordered to testify or produce records;

If you participate in group therapy, I 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 such information.

Psychotherapist-Client/Patient Privilege. The information disclosed by you, as well as any records created, is subject to the psychotherapist-client/patient privilege. The psychotherapist-client/patient privilege results from the special relationship between Therapist and Client/Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client/patient is the holder of the psychotherapist-client/patient privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-client/patient 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/patient privilege regarding your entire treatment 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/patient privilege with your attorney.

Client/Patient Litigation. I will not voluntarily participate in any litigation or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with client/patients' attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in any client/patient's legal matter. I will generally 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 you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate for such services of \$200 per hour.

E-mail and Phone Communication. Some clients/patients prefer to communicate about appointment times or other administrative issues via e-mail or text. Although information stored on my computer is encrypted, e-mail and texts transmitted through regular services is not encrypted. This means that a third party may be able to access information in an e-mail or text and read it, since it is transmitted over the Internet or phone. In addition, once you receive the e-mail, someone may be able to access your e-mail account and read it. This may include your employer if you use a work-related e-mail address. E-mail and texts should be considered to be more similar to a "post-card" than to a sealed letter, and for that reason I discourage sending any clinical or other sensitive information via e-mail or text. Please use the telephone to call for anything urgent or time-sensitive, as I cannot guarantee that I will see an emergency email or text.

Also please be aware that phone messages are stored on a password-protected server for up to 30 days. Please ask if you have questions about this.

Please initial the options that meet your needs. You can change this at any time by communicating to me in writing.

___ I do not wish to receive any treatment-related information via e-mail.

___ I understand the risks of unencrypted e-mail or texts, and do hereby give permission for Kathleen Pearce, LCSW-C to contact me or to reply to me via unencrypted e-mail or text.

Therapist Availability / Emergencies. You may leave a message for me at any time on my confidential voicemail at (301) 922-9247 or by text. If you wish me to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Non-urgent phone calls or texts are generally returned within 24 hours during normal workdays (Monday through Friday). Please understand that as a solo, outpatient practitioner, I am unable to personally provide continuous 24-hour crisis services. In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance or go to the nearest emergency room. My voicemail is where I also provide on-call information in the event I am on vacation or unexpectedly called away. I will do my best to return your call. Please do not use email or text for urgent situations.

Acknowledgement

By signing below, Client/Patient(s) acknowledge that Client/Patient(s) has reviewed and fully understands the terms and conditions of this Agreement. Client/Patient(s) has discussed such terms and conditions with the therapist, and has had any questions with regard to its terms and conditions answered to Client/Patient(s)' satisfaction. Client/Patient(s) agrees to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with the Therapist. Moreover, Client/Patient(s) agrees to hold 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.

_____ Client/Patient Name (Sign)

_____ Client/Patient Name (please print)

_____ Date signed

_____ Client/Patient's Parent or Guardian (If client/patient is a minor)

_____ Date signed