

Donna Gugliotta, M.S., LMFT
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Mission Statement:

I provide a safe and non-judgmental environment for my clients. I believe that my job as a therapist is to work in a partnership with clients in learning more about themselves, resolving past pain and then achieving personal happiness. I do not believe in forcing my lifestyle or goals on a client but rather helping them to find out who they are, what goals they have for themselves and what positive and healthy ways they can achieve these goals. Personal growth and happiness is a goal that is unique to each individual. There is not just one way to achieve happiness and I will help each client find their own unique and personalized way to obtain their goals.

With that introduction in mind I would like to present some of my office policies that I believe will help to make this experience a rewarding and productive one.

Introduction

This Agreement is intended to provide _____, (herein "Client") with important information regarding the practices, policies and procedures of Donna **Gugliotta, M.S., LMFT** (herein "Therapist"), and to clarify the terms of the professional and therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Policy Regarding Consent for the Treatment of a Minor Child; please initial here:

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of Representative to give consent for psychotherapy, Therapist will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services. Representative should be aware that Therapist is not a conduit of information from Client. Psychotherapy can only be effective if there is a trusting and confidential relationship between Therapist and Client. Although Representative can expect to be kept up to date as to Client's progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Client. However, Representative can expect to be informed in the event of any serious concerns Therapist might have regarding the safety or well being of Client, including suicidality.

Confidentiality; please initial here:

All issues and items discussed in therapy are strictly confidential and will not be revealed to anyone out side of the therapeutic process, unless you sign a written agreement to release that information. However, there are limits to this **issue of confidentiality** that cannot be kept private if discussed in sessions:

- **If you threaten to harm an identifiable person, that information has to be revealed to the police and to the person or persons against whom the threat has been made.**
- **If you threaten to hurt yourself and I believe that you have the means to carryout this threat, that information has to be revealed to the local mental health authority.**
- **If abuse of a child is revealed in session then that information has to be revealed to child protective services.**
- **If abuse of an elder (age 65 and up) or dependent adult is revealed in session then that information has to be revealed to elder/dependent adult protective services.**
- **Patriot Act of 2001- federal law**

Sobriety Rule; Please initial here:

I prefer that you do not consume any alcoholic beverage or use any illicit nonprescription drugs on the same day as the session. It would be inappropriate and unethical for me to conduct session while Client is under the influence of drugs and /or alcohol.

No-Secrets Policy in couple's therapy; Please initial here:

I will not keep any secrets for one party from another party because that would be unethical and stagnate the process of therapy.

Risks and Benefits of Therapy: Please initial here:

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so 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 Client may be experiencing. Psychotherapy is a joint effort between Client and 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 to Client, 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 the part of 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 Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client. 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. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Records and Record Keeping; Please initial here:

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

Client Litigation; Please initial here:

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made herself available. Any such involvement in legal proceeding will be charged at the rate of \$200.00 per hour.

Psychotherapist-Client privilege; Please initial here:

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

Therapist Availability; Please initial here:

Therapist's phone is equipped with a confidential voicemail that allows Client to leave a message at any time. Therapist 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. Therapist is unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911, suicide hotline numbers; 877-727- 4747 or go to the nearest emergency room.

Termination of Therapy; Please initial here:

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

My signature on this document indicates that I have read and understood this document. My signature also indicates that I am engaging in this process on a voluntary basis and that I received a copy of this form.

Client Signature _____ Date: _____

Therapist Signature _____ Date: _____