

Informed Consent for Psychotherapy Treatment

As you review reading this document, you are probably considering beginning (or continuing) psychotherapy for your child, adolescent, family, or for yourself. This document provides information that allows you to make an informed decision regarding psychotherapy for you or your child. When you, or the legal guardian(s) of a minor (under the age of 18) signs this document, it represents an agreement between us. If you are seeking treatment for your child, I will need to gain your child's assent. This means that I will in simple language, explain to your child the process of psychotherapy and answer any questions. The information provided herein provides important information about my professional services and general business policies.

I hold a Psy.D. (Doctor of Psychology) degree in Clinical Psychology with a specialization in child, adolescent and family psychology from American Psychological Association (APA) accredited Alliant International University (AIU) – California School for Professional Psychology (CSPP - 2008). I completed my pre-doctoral training at both Aurora Hospital and Springall Academy. I completed my post-doctoral training at both New Alternatives, a level 14 residential treatment facility and at Psychiatric Centers at San Diego (PCSD) – Child and Adolescent Center. I am currently licensed to practice clinical psychology in the State of California. My license number is PSY 24668. I have worked in a variety of mental health settings since 2000. While I work with a broad range of personal and psychological issues, my specific training and expertise include: Child and Adolescent issues, Severely Emotionally Disturbed Children and Adolescents, Depression, Anxiety, Bipolar Disorder, Behavior Modification, Parenting issues, Anger Management, and Group Therapy.

My style of therapeutic change may be described as 'active'. I tend to be a cognitive/behavioral, solutions-focused, interpersonal therapist. This means that I will attempt to help you or your child understand how your thoughts may influence your behavior, and how that behavior may affect others. While I may conceptualize cases with theory, I learned early on that people are not neatly placed into theory; and to elicit change, drawing from my vast clinical experience was powerful. I draw from a variety of schools of thought. (CBT/HUMANISTIC/BEHAVIORAL) Depending on the specific problem that is presented to me, I will utilize the most relevant and evidenced based treatment for the issue.

Making the decision for your child or yourself to begin the process of therapy is often not an easy one. Creating safety, trust, and establishing a good working alliance is an important part of this process. The courage to change generally begins with trust. In order for your child or you to experience benefits from therapy, I ask one thing: please be honest with me about your child, yourself, and life circumstances both positive and negative. All feelings are welcome!

Psychotherapy: The word "psychotherapy" originates in two Greek words that mean "soul" (psyche) and "healing" (therapos). Our collaboration together will focus attention on you or you child and the need for healing. While many people, including the Greeks have attempted to describe psychotherapy, it is not easily described in general statements. It varies depending on the personalities of the psychologist, the patient, and the particular problems you or your child are experiencing. Psychotherapy is generally understood to be a process of understanding and resolving concerns, motivations, behaviors and patterns that have developed or are developing in an individual. Making changes in you or your child's beliefs and behaviors can be scary, and at times disruptive to the relationships you already have. For example, psychotherapy may result in decisions to change major aspects of your or your child's life circumstance. It is important to recognize that therapy is not magic, and change does not occur overnight. Persistence in carrying out of session 'homework' and the general willingness to be invested in your treatment plan will have a determining role in how much you or your child benefits from therapy. On the whole psychotherapy has been shown to have many benefits. **There are no guarantees of what you or your child will experience in therapy, nor guarantees of the results of therapy**

Benefits: Benefits of participating in psychotherapy may include: gaining greater maturity as a person, better understanding of personal goals, more effective parenting, improved ability to relate to others, greater self-confidence, self respect and self acceptance. In addition, while working with children, the benefits may

include: decreased acting out behaviors, increased social skills, increased ability to trust, and have greater self-esteem/confidence.

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Risks: Participation in psychotherapy does carry some risks. At times, recalling unpleasant or upsetting memories from the past may arouse feelings of anger, fear, anxiety, guilt, depression, frustration, loneliness, helplessness, or other unpleasant feelings. When attempting to extinguish problematic behaviors in children, you may experience what is commonly referred to as 'an extinction burst'. This means that the very problematic behavior that we are attempting to 'extinguish' may become worse before it gets better.

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Psychotherapy with minors (under the age of eighteen): Like adults, children and adolescents can benefit from therapy. Throughout therapy, your child's strengths will be highlighted and a nurturing approach will be taken to encourage positive change. Our work begins with a family consultation to more thoroughly understand the nature of the concern and gather relevant background information. Depending on the child's age and nature of the concern, this session will either include the child or will involve a private conversation between the parent/legal guardian and myself. **At this time consent for treatment will be required from parent(s)/legal guardian(s);** therapy will not begin without applicable consents. If any questions exist regarding the authority of representative to give consent for therapy, I will request legal documentation, such as custody orders, or a divorce decree, prior to the commencement of services.

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Following this initial session, minors are invited to meet with their therapist on a one-to-one basis. However, it is my belief that parental involvement is a crucial component to therapy. Parents provide relevant information concerning the minor's behavior, and response to interventions; therefore parents are to some extent relied upon when outlining the goals and progress of therapy with their minor child. Through the course of therapy, parents frequently receive consultations from me regarding positive parenting techniques to manage disruptive behaviors and interventions to use at home, and with consent, in school to help support your child's emotional well-being.

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In order for therapy to be effective for minors a safe and confidential environment must be created. As a result, it is crucial to the therapy process that parent(s)/legal guardian(s) consent and the child assent (agrees) to treatment. Thus, the dialogue and the content of the sessions between the minor and therapist **will remain private.** General feedback regarding the progress of therapy is provided and delivered in collateral family sessions. This information will be discussed with the minor prior to any collateral family sessions.

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Professional Records for Minors: For patients under the age of eighteen (18), please be aware that the law provides parents the right to examine treatment records. It is my policy to request an agreement from parents that they agree to give up access to minor patient's records. If they agree, I will provide the parent with general information about the treatment, unless I feel there is a high risk that the minor patient is facing serious jeopardy or harm. In that case, I will notify parents of my concerns. I will also provide them with a summary of the treatment when it is complete. Before giving parents any information, I will discuss the matter with the minor patient, if possible, and do my best to handle any objections the minor patient may have with what I am prepared to discuss.

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Court testimony: If you become involved in a divorce custody dispute, I may be required to provide percipient or factual testimony in court. I may be required to provide information about a patient in a legal proceeding. I may consult with an attorney. I will seek your approval where possible should your case become involved in a divorce custody dispute.

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Confidentiality: The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. When working

with a minor (under the age of 18), the legal guardian(s) must give consent in writing allowing me to speak with anyone about the minor.

Limits to confidentiality: There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members (without your consent) or others who can help provide protection. [EC Section 1024]
- If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contract others who can assist in protecting the victim. [CC Section 43.92(a)].
- If I have good reason to believe that you are unable to care for yourself or are found be "Gravely disabled" [Section 5150], (unable to provide for your basic needs for food, clothing or shelter), I am obligated to make necessary arrangements to keep you safe.
- I am required by law to report any suspected child abuse, neglect, or sexual abuse to protect the child/children involved. [PC Section 11166(a)].
- I am obligated by law to report any suspected abuse (physical or financial), neglect, or sexual abuse of an elderly person (over the age of 65), or dependent adult to protect the elderly or dependent adult involved. [WIC Section 15630(b)].
- In couples or family treatment, please be aware that information shared with me will be disclosed to your partner or family if they are participating in treatment. I will NOT agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please consider how this will effect treatment. As such times, it may be appropriate for you to seek the support of an individual therapist who is independent of your family/couple's treatment.
- Your health insurance carrier may require disclosure of confidential information in order to process claims. (While insurance companies claim to keep this information confidential, I have no control over the information once it leaves my office. Please be aware that submitting a mental health invoice for reimbursement carries some risk to confidentiality, privacy, or future eligibility to obtain health or life insurance).
- I occasionally find it helpful to consult other health and mental health professionals about my work. During a consultation, I may every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultation unless I feel that it is important to our work together. I will note all consultations in your clinical record.
- In cases of alleged criminal or civil liability, I may be court-ordered to release treatment information and/or records. In addition, if a patient files a complaint or civil lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- In some proceedings involving child custody and those in which you or your child's emotional condition is an important issue, a judge may order my testimony if he or she determines that the case requires this information

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice is recommended.

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Meetings: I conduct an evaluation that will last between 2 to 4 sessions. During this time, we can both decide if I can provide the services that you or your child need and whether our therapeutic working alliance is a good "fit" for each of us. If you have questions about my procedures, we can discuss them at any time. You or your child also have the right to choose not to receive therapy from me at any time, and I will provide you with names of other qualified professionals whose services you might prefer. If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week or bi-

weekly at a time we both agree on. It is crucial to you or your child's therapy that full participation is necessary. While illness, unexpected events, or vacations may occasionally interrupt therapy, consistent attendance plays a large role in achieving the stated goals of treatment. It is strongly encouraged that you schedule a date and time when you and I can meet regularly. If you or your child are no longer able to attend therapy due to financial reasons, talk with me. There may be some sessions during the week, which are reserved for utilizing a reduced payment plan. If a payment plan is unable to satisfy both parties I, with your consent, will help to facilitate a therapy transition to another qualified professional who offers services at a more affordable rate.

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Cancellations / Late to session: If you are unable to keep your appointment, I ask that you cancel as soon as possible or at least 24 hours prior to your scheduled appointment time to avoid a charge. If you fail to cancel or do not attend a scheduled appointment, you will be billed \$100.00 for the missed appointment. If you arrive less than 15 minutes late for your scheduled appointment, you or your child will be seen for the remainder of the scheduled appointment. If missing appointments (i.e. 'no show') becomes a chronic problem I may no longer be able to work with you or your child. This would become a therapeutic issue and would need to be discussed. If treatment is terminated, appropriate referrals sources will be provided at your request, or per your insurance policy (if you are using it) – as continuity of care should be considered.

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Contacting me: Due to my work schedule, I am often not immediately available by telephone. You may leave a message for me 24 hours a day at 619-342-4155. I am generally in my office Monday through Friday 9am – 6pm. I retrieve and return phone messages Monday through Friday. If I am with a patient I will not answer your phone call directly. Generally, you can expect a return phone call that same day; however, it may take up to 24 hours to return your phone call. Messages left after 6pm on Friday will be returned the next business day.

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Emergencies: If you are unable to reach me and feel that you can't wait for me to return your call, or have a clinical emergency, either: **call 911** or, **contact your family physician**, or **go to the nearest emergency room (ER)** and ask for the psychologist [psychiatrist] on call. You can also call the **24-hour Crisis Team at 888-724-7240**. If I will be unavailable for an extended time, I will provide information on my outgoing voicemail regarding the name of a colleague to contact in case of an emergency.

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Professional Fees: Payment is due at the time of your service. My hourly rate is: \$200.00 for an initial diagnostic intake interview, and \$150.00 per hour follow up visit. Payment can be made to SJC Behavioral Health. Major credit cards, along with personal checks will be accepted for payment. As the administrative costs of running a private practice change, session fees will be adjusted accordingly. Review of these fees will be held generally one time per year, at which time you will be notified of any changes. Such changes will be implemented in the month of January. In the event that a personal check is returned due to insufficient funds (bounced checks), a fee of \$ 50.00 will be charged directly to you, in addition to the original amount owed. If such situations are recurrent, you may be asked to pay either with credit card or cash for subsequent sessions.

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Insurance Reimbursement: Payment arrangements will be mutually determined at the beginning of therapy. The standard fee is \$200.00 for the initial diagnostic interview and \$150.00 for each session thereafter. If you plan to use your health insurance to help pay for your therapy, please be aware that many companies require information about you. This may include, but is not limited to: diagnosis, symptoms, treatment plan, therapeutic interventions, and response to treatment. Though all insurance companies claim to keep this information confidential, I have no control over what they do with the data collected. Please consider this when choosing whether or not to use your insurance. You always have the right to pay for services directly. Payment, co-payment or private pay is requested at the time of services provided.

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Social Media Policy / Internet Searches: Should you or your child find an online profile of me please be aware that I do not accept friend requests from current or former patients on any social media networking or other Internet site (Facebook, LinkedIn, Google Reader, Tumblr, etc.) Please do not use SMS (mobile phone text messaging) or messaging on social media sites such as Twitter, Facebook, etc. to contact me.

Do not use wall postings, @replies, or other means of communicating with me. These sites are not secure. This form of communication may compromise your confidentiality, and it would be unethical for me to respond.

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E-mail: It is important to be aware that e-mail communication can be relatively easily accessed by unauthorized people and can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. I prefer using e-mail to arrange or modify appointments. Please do not e-mail me content related to you or your child's therapy sessions, as e-mail is not completely secure or confidential. Please note that all e-mail correspondence, fax, etc. are all part of the clinical record.

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Consultations: Based on what I learn about you, your child or the specific issues brought to therapy, I may recommend services such as a medical exam, psychological testing (as needed), use of medication(s), or other treatments. If a recommendation is made, I will discuss this and the reason(s) this is being brought to your attention. You will ultimately chose what is best for you or your child. If you are receiving services from another professional, I will do my best to try to coordinate care. At times during the course of treatment, I may consult with a colleague in or to help better plan your treatment. In these cases, you or your child's identity will remain private and the consultant is legally bound to keep the information confidential. If it becomes clear that the nature of you or your child's concerns are outside the scope of my practice, appropriate referrals will be given (i.e. residential treatment, eating disorder treatment, a more specialized mental health professional, Intensive outpatient care, or psychiatric hospitalization).

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Testing: I will at times utilize psychological testing in order to help determine/refine a diagnosis or plan treatment. In these instances I will discuss the options and along with your consent, utilize standardized testing procedures to achieve the aforementioned goals. Currently, I will test for Attention Deficit Hyper-Activity Disorder (ADHD) at the rate of \$300.00 per testing. Follow up session(s) will be required to review the testing results and testing report. These meetings are subject to reimbursement from your insurance carrier. Depending on clinical need, I may, on occasion, test for Developmental Disorders (Autism-Spectrum Disorders). Generally speaking, I will be required to contact your insurance provider regarding the specific reason for developmental testing in order for appropriate reimbursement. If insurance will not cover the cost associated with developmental testing, a fee of \$2,000.00 will be charged to the family. Most other testings will be referred to other mental health professionals in the community.

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Limitations, Benefits, and Expectations of Group Therapy. Group therapy is defined as (2) two or more persons meeting with a healing professional for the purposes of psychotherapeutic interaction. Generally, the benefits of group psychotherapy are expected to outweigh the limitations. Benefits of group psychotherapy include: decreasing psychological symptoms, increasing trust, decreasing social isolation, instillation of hope, catharsis, cohesiveness, self-understanding, interpersonal effectiveness, support, accountability, and correcting early family of origin issues. However, there are limitations to group psychotherapy. Among them are: confidentiality issues, personality clashes with group members, chronic suicidality / crisis, absenteeism, listening to others' personal challenges (and becoming affected by them), hostile comments, attending the same school, and rejection. It is expected that group members attempt to work out any challenges within the group. Due to the highly social nature of group therapy, it is common to want to become friends with co-members. I do not endorse forming friendships, dating other group members, posting comments on the internet, exchanging phone numbers or e-mail addresses. While these behaviors are not necessarily grounds of dismissal from the group, they may result in-group dismissal. When it is brought to my attention that any of the aforementioned behaviors / concerns arise, I will discuss the clinical implications of above behavior(s). As a result of the aforementioned clinical circumstances, and if the group's cohesiveness (therapeutic milieu) becomes threatened, I may do the following: discuss the concern, refer an individual to another group, remove an individual and wait until a new session of the group begins or remove an individual from group. I will attempt to mitigate the aforementioned circumstances by a thorough clinical screening and by ongoing clinical review of the group composition.

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Professional Records: The laws of California and the standards of my profession require that I keep treatment records. You are entitled to receive a copy and/or a summary of your records, unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. If you request a copy of the medical record, it should be done in writing.

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Information in your treatment record may also be required by your insurance company or health plan so that the treatment you receive from me can be paid for by the insurance company or health plan. For example, I may need to provide information about a service you received, clinical diagnosis, or I may be required to provide information prior to treatment so that your plan will cover the treatment. In these cases information required for payment is provided to the insurance company or health plan. At times, an insurance company may also audit the record. In these instances this information will become part of the insurance company files and will probably be stored in a computer. Though insurance companies claim to keep such information confidential, I have no control over what they do with it. By signing this consent, you authorize me to provide information to your insurance company as needed for payment for services. *It is important to remember that you always have the right to pay for services directly to avoid the procedures described above, unless I am prohibited by contract with an insurance company to render such services to you.*

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Dual Relationships: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment, or can be exploitative in nature. It is important for you to realize that our relationship is professional rather than social. Ethically I am bound to avoid 'dual relationships'; however, at times, this may be unavoidable. Our contact, other than chance meetings, will be limited to appointments you arrange with me. I will chose not to attend social gatherings, or form a relationship in any other way than in the professional context of our sessions. These guidelines have been established by the profession to protect you or your child, as my patient. Also, please be aware that you or your child may see me out in the greater San Diego area. If this occurs, in order to protect your confidentiality, I will not say hello, walk up to you, or otherwise in any way bring to light that you are or were a patient in my care. For children and adolescents this concept may be difficult to grasp, and may feel that I am rejecting them or cold. Please understand that this is done in order to protect you or your child's confidentiality. Should you or your child, of your own choosing, come to say hello to me while out in public, I will say hello and generally keep our conversation to a minimum.

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Termination: Termination of therapy is inevitable. Either of us may terminate our work together if we do not think it is in your or your child's best interest, or we can make that decision together if you or your child's work is complete. However decided, termination can and ought to be made a valuable part of the psychotherapy experience. I typically will ask that we meet for one or two sessions after an agreement to terminate. Such sessions are quite rewarding, allowing us to review the goals, accomplishments, outline any further work to be done, and to examine options for the future.

Sometimes during the course of therapy it may become evident that I may not be the best 'match' for a specific issue being worked on or it may be mutually or unilaterally decided that your particular case requires a more specialized approach. In these circumstances, I will recommend the names of qualified professionals who may be more equipped to treat a specific issue. With your consent, I will facilitate a change of care to another qualified mental health professional. If at any point in your or your child's therapy, whether you or I assess that he is not effective in helping reach the stated therapeutic goals, he will provide you with a number of referrals that may be of help to you or your child.

Other reasons for termination of therapy may include: Non-compliance with treatment or recommendations, If you commit or threaten violence to, or verbally or physically threaten or harass me, the office, staff or co-workers, or my family, I reserve the right to terminate therapy. I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

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Complaints: If you have a concern or complaint about your treatment, please talk with me about it. I will take your constructive criticism seriously and respond appropriately. If however you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can contact the Board of Psychology, which oversees licensing, and they will review your grievance. You may contact the Board of Psychology at 1625 North Market Blvd, Suite N-215 Sacramento, CA 95834, (866) 503-3221. www.psychboard.ca.gov

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If I need to contact someone about you: If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you – perhaps a relative, partner, parent, or close friend. I am also required to contact

