

Informed Consent for Psychotherapy or Psychotherapeutic Consultation

(Individual, Couple, Group, and Family)

The state expects that you will be informed of all possible contingencies that might arise in the course of psychotherapy. Please check to be sure you have read, understood, and discussed all questions with your therapist. An informed consent has the force of contract, so we cannot proceed until we reach an agreement on all items.

Name _____ Fee _____

Address _____

City _____ Zip Code _____ Phone _____

Mailing Address (If different): _____

Business Address _____

Business Phone _____ Birth Date _____

Social Security # _____ Driver's License # _____

Referred by: _____

Medical Insurance _____

Insured's Name (If different) _____

Policy Number _____ Group Number _____

Note on Cancellations: Due to the nature of my practice, I must hold you responsible for all regularly scheduled assessment/psychotherapy sessions *whether or not you are able to*

attend. Should it be necessary for you to cancel an appointment, I must have at least 24 hours notice in order to waive the fee. I cannot bill your insurance for missed sessions.

Note on Insurance Reimbursement: Due to the complexities and time delays of insurance reimbursements, I must ask that you pay at the beginning of each session. A copy of your bill is to be submitted by you with your insurance form directly to your company. Insurance payments will be sent directly to you or will be credited to your next month's billing if sent to me, however you prefer.

Confidentiality: State law and professional ethics require therapists to maintain confidentiality except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. "Tarasoff" or "Ewing" situations in which serious threat to a reasonably well-identified victim is communicated to the therapist.
3. When threat to injure or kill oneself is communicated to the therapist.
4. If you are required to sign a release of confidential information by your medical insurance.
5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. Think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together.
6. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot

promise absolute confidentiality) when disclosing private information to other participants in the treatment process. Secrets cannot be kept by the therapist from others involved in your treatment process.

7. I may at times speak with professional colleagues about our work without asking permission, but all identities will be disguised.

8. My personal secretary and office manager have access to locked and coded records but are legally charged with confidentiality.

9. Clients under 18 do not have full confidentiality from their parents.

10. It is also important to be aware of other potential limits to confidentiality that include the following:

- All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices.
- Cell phones, portable phones, faxes and e-mails are used on some occasions.
- All electronic communication compromises confidentiality.

About the Relationship with the Therapist

Because of the nature of psychotherapy, the therapeutic relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client only. If we were to interact in any other ways, we would then have a "dual relationship". Therapy professions have rules against such relationships to protect us both.

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts. I cannot have any other kind of business relationship with you besides the therapy itself.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

There are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions. A therapist offers you choices and helps you consider what is best for you.

You should also know that therapists are required to keep the identity of their clients confidential. Therefore, if you have any particular preferences about public meetings, let me know, otherwise I may ignore you when we encounter each other in a public place. I must decline to attend your family's gatherings if you invite me. Lastly, when therapy is completed, I will not be able to socialize with you like your other friends. In sum, my duty as therapist is to care for you and my other clients, but only in the professional role of therapist. I am not permitted to give or to receive gifts from clients except tokens with personal meaning to the therapy process.

Fees: The fee for service generally covers a 45-minute session and will be agreed upon in the first treatment session and payable at the time service is rendered. If I agree to bill you at the end of the month full payment is required by the tenth of the next month. Cost

of living increases may occur on an annual basis. Telephone calls may be charged at approximately the same rate as personal consultation plus any telephone company charges. Interest at 12% per annum will be charged on all accounts over 60 days due.

Availability: The therapist is available for regularly scheduled appointment times. Dates of vacations and other exceptions will be given out in advance if possible. Telephone appointment times can be made by calling the office during regular office hours.

Emergency numbers where the therapist can sometimes be reached: 909 229-1253.

Emergency service can be obtained: Any hospital emergency room or at Riverside Emergency Treatment Services (ETS), 9990 County Farm Road, Riverside, California (951) 358-4881.

Termination of Treatment: The therapist may terminate treatment if payment is not timely, if prescriptions are not filled (such as seeking consultation, refraining from dangerous practices, coming to sessions sober, etc.), or if some problem emerges that is not within the scope of competence of the therapist or if the therapist experiences the interaction as abusive. Clients have the right to terminate at any time, but the usual minimal termination for an ongoing treatment process is one to two sessions.

Clients are urged to consider the risks that major psychological transformation may have on current relationships and the possible need for psychiatric consultation during periods of extreme depression or agitation. Not all people experience improvement from psychotherapy and therapy may be emotionally painful at times.

For information on other kinds of treatment in our community call:

California Psychological Association

1231 I Street, Suite 204
Sacramento, CA 95814-2933
Phone: 916-286-7979.

Patients have the right to refuse or to discontinue services at any time and complaints can

be addressed to:

California Board of Psychology

2005 Evergreen Street, Suite 1400
Sacramento, CA 95815-3831
(916) 263-2699 1-866-503-3221.

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated under the auspices of the American Arbitration Association, which will be considered as a complete resolution and legally binding decision under state law, which [in California] states us follows:

"NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE ONE OF THIS CONTRACT."

[Note: California Law requires that the above sentence be printed in .12 red ink]

Article 1: "It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit

or resort to court process except as California law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration." Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

This agreement constitutes the entirety of our professional contract. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

Client Signature

Date

Therapist Signature

Date

Legal Parent or Guardian Signature

Date

Statement of the Therapist

This document was discussed with the client and questions regarding fees, diagnosis, and treatment plan were discussed. I have assessed the client's mental capacity and found the client capable of giving an informed consent at this time.

Date and Initial of Therapist _____.