

## Informed Consent for Psychotherapy Services

### Welcome to my psychotherapy practice!

The therapeutic relationship is a unique one in that it is highly personal, yet at the same time bound by specific legal and ethical constraints. Given this, it is important for there to be clear understanding about how our relationship will work, and what you can expect. This document provides a framework of our contractual agreement. Please read it carefully and let me know if you have any questions or need more information. *This document is available on my website for review.*

***Signing this document represents your understanding of and agreement to the contents herein.***

### CONFIDENTIALITY

As my client in psychotherapy, you have *privileged communication*. This means that all information disclosed in our sessions, and my record of those sessions, is **confidential** and may not be revealed to anyone without your written permission, *except when required by law*.

I will *always* act to protect your privacy to the greatest extent possible, even if you do provide written permission to share information about you. You may request I share information with whomever you choose, and you may revoke that permission *at any time*.

**Exceptions** where I may *intentionally break* confidentiality include:

- I learn of a serious threat of harm to you or another person.
- I have reason to suspect abuse of someone below the age of 18 or above the age of 65, or an adult between 18-65 who is unable to care for their basic needs (“gravely disabled”).
- I receive a court order to appear or produce psychotherapy records; or, if your mental status is in question in litigation you have initiated, the defendant may have the right to obtain your psychotherapy records and/or my testimony. *I will not become involved in any other legal proceedings for any reason, unless required by law.*
- In an emergency, either during our work together or after termination, in which I am concerned about the possibility of harm to you or another person, or your need for medical or psychiatric care. *I may also contact the person(s) you provide as your emergency contact in such events.*
- If you give me written permission to release your records to any person/agency you specify, unless I conclude that releasing such information would be harmful to you. If I deny your request to release records, I will explain why.

In all of the above scenarios, to protect your privacy as much as possible I will always provide only the minimum necessary information to resolve any legal and/or ethical obligations.

### Other Confidentiality Issues

**Public Contact** may occur between us. If we do see one another outside of therapy, I will never acknowledge you first, in order to respect your privacy. However, if you acknowledge me first, I will be happy to briefly speak, but I will avoid any lengthy discussion. We may discuss this encounter further in our following therapy meeting.

**Consultation with Other Mental Health Professionals** is part of my regular work in order to provide my clients with the best possible psychotherapy. In doing so, I will maintain your confidentiality, and will never disclose identifying

information. Your identity will remain completely anonymous. If I believe it is important to consult with a mental health professional in a way that may disclose identifying information, I will seek your written consent to do so, and will not share such information otherwise.

**Submitting Health Insurance Reimbursement Claims** may require you to disclose confidential information in order for your health insurance provider to process claims for reimbursement. I will provide you with an itemized invoice or “superbill” to submit to your insurance provider, which may include information such as mental health diagnoses, and dates and types of service.

If your insurance provider contacts me to seek more information to process your claim, *I will not communicate with them directly*, but will instead provide you any necessary information, and you are expected to follow up with your provider to continue processing your claim.

Please note that because I am an “out-of-network” psychotherapist (I do not contract with any health insurance providers), it is *always* your responsibility to verify with your insurance provider your benefits and eligibility regarding reimbursement for psychotherapy services rendered before submitting a claim. Not all mental health conditions or diagnoses are reimbursed by all insurance providers. You assume all responsibility relevant to this process.

**“Dual Relationships” are Always Avoided** in therapy, including sexual, business, or any other relationships that may impair my clinical objectivity, therapeutic judgment and effectiveness, or that are exploitative to you in any way. If I become aware of other preexisting relationships during our work together, I will do my best to resolve the situation ethically, up to and including the need to discontinue our work together. In this event, I will offer you referrals to continue services.

**Therapy in Public or Outdoor Settings** may be an option for our treatment together, depending on your needs and my therapeutic judgment and recommendations. Public or outdoor therapy sessions are completely voluntary on your part. Importantly, sessions in these settings carry inherent risks to confidentiality. For example, you or I may encounter someone we know; and other members of the public may happen to overhear our session, or simply observe the two of us speaking.

Psychotherapy in such settings also carries risks of disruption, including inclement weather, traffic, allergies to plants or pollen, and insect or animal bites. Before beginning therapy outdoors, consult with your healthcare provider(s) to ensure you are healthy enough to do so. If an emergency occurs, I may need to breach confidentiality to seek appropriate medical treatment.

While I have less control over risks to confidentiality or disruptions during public/outdoor sessions, I will make every effort to maintain your privacy. We will discuss strategies for how you and I will maintain your confidentiality or handle any interruptions before beginning sessions in a public/outdoor area. If possible, I will extend our session to account for any unforeseen lost time. You are free to decline or discontinue sessions in public/outdoor settings at any time.

**Parents and Legal Caregivers of Minor Clients** may be legally entitled to some information about their child’s therapy. I will discuss with the parents/caregivers and child at the outset of psychotherapy what information is appropriate for sharing and what information will be kept confidential. In most cases, a minor client of mine *over the age of 12* must provide their written permission before I will release confidential information to their parents/caregivers.

Additionally, at my discretion, I will share with my minor client any communication I have with their parents/caregivers. In other words, I will not withhold information obtained privately from a parent/caregiver from any other member of the family, *including* other parents/caregivers. This **“No Secrets Policy”** ensures the open flow of dialogue among all family members and allows me to provide the best therapy.

**Couples and Partners** in therapy must agree to a **“No Secrets Policy”** in our work together. I may share any information obtained privately from an individual member of a relationship with any other member of that relationship. In keeping with this Policy, I reserve the right to use and discuss any information obtained privately from any member of a relationship when working with all other members of the relationship.

**Email and Text Messages** exchanged between us *cannot* be guaranteed confidential. Email and text messages should be used primarily for logistical needs such as scheduling or payment, and *not* as a therapy tool. For this reason, I strongly discourage you from discussing private information with me via email or text message. Additionally, please do not email me using your work email address, as your employer may be entitled to intercept communications between us.

When emailing or texting, please indicate if you have specific questions or concerns for me to address. Otherwise, I will generally avoid answering sensitive email inquiries to protect your privacy, and will instead address the relevant matters in our following therapy session.

**Payments Made** to me via mobile apps or services such as Venmo, Cash App, Zelle, or PayPal (see “Fees & Payment” section) are not confidential, and other users of these apps or services may be able to see that you have paid me and what it is for. Please be aware of this when submitting payment, and adjust your privacy settings in the relevant app or service to avoid public disclosure of payments made to me, and/or do not indicate any payments made are for psychotherapy.

## QUALIFICATIONS & CLIENTS SERVED

I am a Marriage and Family Therapist (LMFT #123801) licensed by the California Board of Behavioral Sciences. I provide weekly psychotherapy sessions for adults, young adults, youth/adolescents, couples/partners, and groups in the San Francisco Bay Area, and via secure internet or telephone communication to anyone anywhere in California, Monday through Friday, between 11:00am and 7:00pm. I **do not** provide psychotherapy for those actively abusing alcohol or other drugs unless the client is concurrently in a substance abuse or alcohol recovery program. I **do not** provide psychotherapy to couples/partners who are actively experiencing domestic violence in their relationship. These areas are not currently within my scope of competence. In these events, or at any such time I deem client(s) inappropriate for my practice and must terminate the therapy, I will discuss this choice with the client(s) and will offer referrals to services that will better meet their needs.

## BENEFITS & RISKS OF PSYCHOTHERAPY

Participating in psychotherapy may result in a number of benefits to you, including improved interpersonal relationships and the resolution of specific concerns which led you to seek therapy. Psychotherapy requires effort on your part, including your active involvement, honesty, and openness in order to lead to desired changes in your thoughts, feelings, and behavior. At any point in therapy, discussing or remembering unpleasant thoughts, feelings, or events may result in you experiencing discomfort, sadness, anxiety, fear, depression, anger, or a range of other unwanted reactions.

I may challenge some of your assumptions or perceptions, or propose different ways to consider or handle situations you discuss with me. This may cause you to feel upset, angry, or disappointed. Attempting to resolve concerns you bring to therapy may not result in changes that are expected or desirable. Psychotherapy may result in decisions to change employment, substance use, schooling, housing, or relationships. It is possible friends or family members may disagree with or be unhappy with changes you make as a result of psychotherapy. Desirable change in psychotherapy is sometimes quick and easy, but is more often gradual and even frustrating. There is no guarantee that psychotherapy yields positive or intended results.

It is to your benefit to share feedback openly, as well as work together with me to identify and discuss therapeutic goals. I encourage you to share your input at any time, and to discuss with me any questions or concerns you have about our work together. I am always willing to adjust the therapeutic process so as to better support my clients.

You may discontinue therapy at any time. If you or I determine you are not benefiting from therapy with me, we may discuss treatment alternatives, including referral, changing your treatment plan, or terminating your therapy services.

## DISTANCE PSYCHOTHERAPY (“TELEHEALTH”)

I offer psychotherapy sessions over a distance (“telehealth”) using video, audio, phone, or other electronic communication mediums. You may choose to meet with me for telehealth sessions either over the phone or using a secure online video platform that I will provide.

Distance psychotherapy provides benefits that mitigate physical, logistical, and travel barriers to you receiving services, and it allows you to choose a convenient and comfortable setting for your sessions. However, this may lead to potential breaches of confidentiality inherent to the nature of asynchronous communication over the phone or Internet. There is a risk of potential unauthorized access to equipment or technical difficulties, which may delay or interrupt sessions. You may not experience distance psychotherapy to be as helpful as in-person therapy.

You are responsible for choosing a safe and private location for your telehealth sessions, and ensuring proper functioning of any technology used to communicate. *You must be physically located within the state of California during all of our sessions.* I will not begin or continue a telehealth psychotherapy session if I have any reason to believe you may be unsafe.

## CONTACT & AVAILABILITY

You are welcome to contact me between sessions. As a general rule, however, it is my belief that important issues are better addressed face-to-face within the context of regularly scheduled therapy sessions.

You may send me an email, text message, or leave a voicemail for me at any time. I am available for contact Monday through Thursday, 11:00am to 7:00pm, and on Fridays until 2:00pm. Please be aware that communication with me outside of these times will not be returned until the next business day. I am **not** available for contact on weekends.

If you wish for me to reply to email or text message, please indicate specific questions or concerns you’d like me to answer. Otherwise, I will not respond to these messages, and will instead offer to discuss anything relevant in our next therapy session.

If you wish for me to return a call, please be sure to leave your name and phone number(s) in a voicemail, and if the need to speak is urgent, please also indicate this in your voicemail. I will return your call as soon as possible within my business hours (above). Non-urgent calls will be returned within one business day.

## EMERGENCY & CRISIS

If you feel that you are in immediate danger or having a mental health crisis, call **911**, go to the nearest emergency room, or contact:

- National Suicide Prevention Line – **(800) 273-8255**
- Alameda County 24-Hour Crisis Line – **(800) 309-2131**
- San Francisco Suicide Prevention Crisis Line – **(415) 781-0500**
- Crisis Text Line – Text **HOME** to **741741**

Please *do not* send me an email or text message in an emergency, as I cannot guarantee an immediate response.

## PAYMENT & FEES

➤ **Your Session Fee:** \$ \_\_\_\_\_

You or the financially responsible party are expected to pay the above agreed upon fee at the time of each therapy session. I accept cash, check, credit card, Venmo, Cash App, PayPal, or Zelle payments. Please note that for telehealth sessions, I accept Venmo, Cash App, PayPal, or Zelle payments only.<sup>1</sup> Notify me right away of any disruption to your ability to make timely payments. **I will not continue psychotherapy sessions if you have an unpaid balance from your previous session.**

To allow me to sustain a consistent quality of care with my clients, I periodically reassess and increase my fees. Before I raise your session fee, I will inform you at least one month beforehand to allow you to adjust your finances accordingly.

### **Additional Fees:**

- <sup>1</sup>Venmo, Cash App, and PayPal – Use a connected bank account to make fee-free payments. These services may charge extra fees for payments made using debit or credit cards, and you are responsible for any such fees incurred.
- If your check is returned (“bounced”) by my bank, I will charge you a \$25 fee.
- Requests for psychotherapy records will incur a fee of \$25 per request.
- I do not take part in court or legal proceedings except when subpoenaed or as required by law. My involvement in any other court proceedings will incur a fee of \$500 per hour for all time spent, including preparation, phone calls, testifying, depositions, travel time, wait time, and all attorney fees and costs I incur as a result of the proceedings.

## SCHEDULING & CANCELLATIONS

Therapy sessions are typically scheduled to occur one time per week, at the same time and day if possible. Your consistent attendance greatly contributes to a successful outcome in therapy.

If you cannot keep your appointment, please let me know **at least 48 hours (2 days) before** the session, or I may charge you the full agreed upon fee if you choose to cancel.

If you cancel an appointment with **less** than a 48-hour notice, **and** agree to reschedule the appointment **within the same calendar week**, I will not charge you for the cancellation – however, this is subject to my availability and is not guaranteed.

For example, if you are scheduled for:

- Monday at 7pm, cancel by Saturday before 7pm
- Thursday at 2pm, cancel by Tuesday before 2pm

Please note that most health insurance providers *do not reimburse* for missed or cancelled sessions.

## NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Licensed Marriage and Family Therapists. To submit a complaint, you may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.