



3. Informed Consent / Agreement for Psychotherapy Services

Your Privacy and Confidentiality

Your privacy and confidentiality are very important and Headway Therapy Psychology, PC (hereafter referred to as Headway Therapy) takes this very seriously. All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to a clinician at Headway Therapy that the client presents a danger to others.

When Disclosure May Be Required

Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Headway Therapy. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. The clinician will use his/her clinical judgment when revealing such information. Headway Therapy will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies

If there is an emergency during our work together, or in the future after termination where the clinician becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, the clinician may also contact the person whose name you have provided on the biographical sheet.

Health Insurance & confidentiality of records

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct the clinician, only the minimum necessary information will be communicated to the carrier. Neither the clinician, nor Headway Therapy, has control or knowledge over what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database

is always in question as computers are inherently vulnerable to break-ins and unauthorized access. Medical data can also be reported and can be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on the clinician or anyone at Headway Therapy to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation

The clinicians at Headway Therapy regularly consult with one another and sometimes other professionals regarding clients, however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes

Confidential breaches are always possible. We cannot ensure the confidentiality of any form of electronic communication. Also, you are advised that employers have a right to inspect emails sent through their company systems. Additionally, while the e-mails at Headway Therapy can be encrypted, this may change if you decline the offer of encrypted emails. Typically, emails will be sent to you via the client portal. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will honor this. Faxes can easily be sent erroneously to the wrong address. The computers at Headway Therapy are equipped with a firewall, a virus protection and a password and personalized documents are not stored on computer. Please notify the clinician if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or faxes. If you communicate confidential or highly private information via e-mail, the clinician will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he/she will honor your desire to communicate on such matters via e-mail. Please note that we are ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. A judge can subpoena your records for a variety of reasons, and if this happens we must comply. Please do not use e-mail, texting or faxes for emergencies.

Records and Your Right to Review Them

Both the law and the standards of the psychology profession require that appropriate treatment records are kept for at least seven years. Unless otherwise agreed to, or as is necessary Headway Therapy retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records please discuss them with your clinician. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the clinician assesses that releasing such information might be harmful in any way. In such a case the clinician will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, the clinician will release information to any agency/person you specify unless the clinician assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, the clinician will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

Contacting us

If you need to contact your clinician between sessions, please leave a message on the voicemail at (760) 496-8941 and your call will be returned as soon as possible. Messages are checked a few times during the daytime only,

unless the clinician is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call San Diego Crisis Hotline: 1-800-479-3339, or the Police: 911. Please do not use e-mail or Faxes for emergencies.

Payments and Using Your Insurance

Clients are expected to pay the agreed upon fee per 45 minutes at the beginning of each session unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify the clinician if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, and you would like to use "out-of-network" reimbursement, Headway Therapy will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section Health Insurance & confidentiality of records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Headway Therapy can use legal or other means (courts, collection agencies, etc.) to obtain payment. The clinician may also accept insurance plans. If your plan is included, Headway Therapy will submit appropriate paperwork for reimbursement. You are responsible for copayments and deductibles.

Mediation and Arbitration

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Headway Therapy and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Headway Therapy can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

No Subpoena Agreement

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, I agree that neither I nor my attorney nor anyone else acting on my behalf will call on the clinician or anyone at Headway Therapy to become a witness to testify in court, communicate with child custody evaluator/s or any other proceeding or request a disclosure of the psychotherapy records.

Notice of Independence

Only therapists employed by Headway Therapy are affiliated with this entity. Any other therapists who use this office are independent from each other. They are not part of Headway Therapy.

The Process of therapy / evaluation and scope of practice

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order

to change your thoughts, feelings and/or behavior. The clinician will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. The clinician may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, the clinician is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. No clinician at Headway Therapy provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

Discussion of Treatment Plan

Within a reasonable period of time after the initiation of treatment, the clinician will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, the clinician's 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 the clinician does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

Termination

After the first couple of meetings, the clinician will assess if he/she can be of benefit to you. The clinician does not accept clients who, in his/her opinion, he/she cannot help. In such a case, she/he will give you a number of referrals who you can contact. If at any point during psychotherapy the clinician assesses that he/she is not effective in helping you reach the therapeutic goals or that you are non-compliant he/she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he/she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, the clinician will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, the clinician will assist you with referrals, and if he/she has your written consent, he/she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, the clinician will offer to provide you with names of other qualified professionals.

Dual Relationships

Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the clinician's objectivity, clinical judgment or that which can be exploitative in nature. The clinician will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. North County, San Diego is a small community and many clients know each other and the clinicians at Headway Therapy are from the community. Consequently you may bump into someone you know in the waiting room or into your clinician out in the community. Your clinician will never acknowledge working with anyone without his/her written permission. Many clients choose clinicians at Headway Therapy as their therapist because they know them before they enter into therapy with them and/or are personally aware of her professional work and achievements.

Nevertheless, your clinician will discuss with you, her client, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's responsibility to communicate to the clinician if the dual or multiple relationship become uncomfortable for you in any way. The clinician will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

Cancellation

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions, therefore, you are responsible for payment in full.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, I understand them and agree to comply with them. Please sign below:

Signature: