



INFORMED CONSENT

Take the time to read the following information. If you are unclear about any portion of, or have any questions about the information provided, please talk about it with your therapist.

CONFIDENTIALITY: All information disclosed in sessions and the written records pertaining to said sessions are confidential and may not be revealed to anyone without your written permission, except when required by law.

When Disclosure Is Required By Law: Disclosure *is required* by law when there is a reasonable suspicion of child, dependent or elder abuse or neglect. It is also required when a client presents a danger to themselves, to others, to property or is gravely disabled or when clients' family members communicate to the therapist that the client presents a danger to others.

When Disclosure May Be Required: Disclosure *may be required* in 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 your therapist. Additionally, in couple and family therapy, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment. In all these situations, your therapist will use their clinical judgment when revealing such information.

Emergencies: If there is an emergency during your work in therapy, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychological care, they will do whatever they 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 your therapist 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 claims. If you instruct your therapist, only the minimum necessary information will be communicated to the carrier. Your therapist has no 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 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 has also been reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

E-MAILS, CELL PHONES, COMPUTERS AND FAXES: It is very important to be aware that computers and e-mail and cell phone, and fax communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Your therapist's e-mails are not encrypted, their computers, however, are equipped with a firewall, a virus protection and a password. All confidential information is backed-up from a computer onto CDs on a regular basis. The CDs are stored securely. Please notify your therapist 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 fax. Please do not use e-mail or faxes for emergencies.

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) nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in your or at any other proceeding. Additionally, therapy records will not be released without prior agreement between your therapist and you.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of clinical psychology require that appropriate treatment records be kept. As a client, you have the right to review or receive a summary of your records. There are times, however, when your therapist may request to withhold these documents such as limited legal or emergency circumstances or when they believe that releasing such information might be harmful in any way. In such a case they may provide the records to an appropriate and legitimate mental health professional of your choice. Taking the above mentioned circumstances in consideration, if appropriate, upon your request your therapist will release information to any agency/person you specify.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to these psychotherapy services shall first be referred to mediation, before, and as a pre-condition to the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of your therapist and you, the client. 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 shall 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. Again, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist 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.

CONSULTATION: Your therapist consults regularly with other professionals regarding clients; however, clients' identity remains completely anonymous, and confidentiality is fully maintained.

TERMINATION: Your therapist has a responsibility to determine whether or not they can be helpful to you, and will not accept clients whose therapeutic needs they cannot meet. In such a case you will be given a number of referrals. If at any point during psychotherapy your therapist assesses that they are not effective in helping you reach your therapeutic goals, they are obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case you will receive a number of referrals that may be of help. If you request it and authorize it in writing, they will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional opinion or wish to consult with another therapist, your current therapist will assist you in finding someone qualified, and with your written consent, will provide them with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$120.00 per 45 minute or \$160.00 per hour session, or otherwise negotiated session fees at the beginning of each session. Telephone conversations, site visits, report writing, consultation with other professionals, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify your therapist 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 client and not to the insurance company. 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 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, your therapist can use legal or other means (courts, collection agencies, etc.) to obtain payment. Should you elect to pay by check, you are responsible to ensure that sufficient funds are available to cover the expense. Should a check be returned as unpayable due to insufficient funds, or any other reason, you are responsible for any fee charged to the account by the banking institution as well as the cost of the initial service. In addition, a \$25.00 fee will be charged on all returned checks.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact your therapist between sessions, please leave a message on their private line and your call will be returned as soon as possible. Messages are checked a few times during the daytime only. If an emergency situation arises, indicate it clearly in your message, and if you are dealing with an emergency needing immediate assistance and cannot reach your therapist, call 911. Do not use e-mail or faxes for emergencies.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, 50% of the fee, and no less than \$60.00, will be charged for sessions missed without such notification.

OFFICE STAFF: On occasion, PsychSanDiego utilizes volunteers to assist in clerical and office work, including filing, scheduling and billing. These volunteers maintain all information confidential and will never disclose information to any outside party without expressed written consent. Each volunteer signs a confidentiality agreement on a yearly basis and is trained about confidentiality and HIPPA laws.

PSYCHSANDIEGO: PsychSanDiego is a partnership between Dr. Rafael M. Reyes and Dr. Alessandra Wall created to provide group therapy services. Dr. Reyes and Dr. Wall each have individual psychological corporations, and each clinician is an independent provider of psychological services through said corporations except for group therapy. Group therapy is provided and billed through the partnership PsychSanDiego. All other psychological services will be provided by and billed though Reyes Psychology APC or Wall Psychology APC.

By signing this document, I acknowledge that I have read the above Informed Consent carefully that I understand it and agree to comply with it:

Signature
Responsible Party

Print Name

Date

Signature
Witness

Print Name

Date