

Informed Consent for Psychological Services

Welcome to our practice! We appreciate the opportunity to be of help to you. This document provides information for new clients that allow you to make an informed decision before proceeding with your psychological care. We welcome any questions you may have and look forward to discussing them with you during our session.

Process of Psychotherapy

The purpose of our work together is to help you live a healthier, happier, and more meaningful life. We encourage you to be a proactive part of your treatment. This is achieved through the process of being open and honest about your thoughts, feelings, and life experiences, even though at times this may be difficult. Most individuals who engage in psychotherapy benefit from the experience. Therapy can lead to a decrease in distress and negative feelings, an enhanced sense of self, healthier relationships, more positive emotions, resolution of a specific problem, and/or an overall increase in your well-being and quality of life. It is important to acknowledge that psychotherapy has both benefits and risks. Processing your feelings, recalling life experiences, and learning about yourself can be challenging. For some people, this may bring up uncomfortable feelings, such as sadness, anxiety, fear, or anger. These feelings are a normal response to the therapy process and are typically temporary. We will make every effort to identify and discuss each of these situations as they occur, and you are encouraged to ask any questions or make suggestions regarding your therapy as we go along.

In your treatment, we will work together to foster self-understanding and personal growth, to get through difficult times, and to help you meet your personal goals. Successful therapy requires commitment, motivation, effort, and a desire to change. The work that is needed in order to see these changes will occur during our sessions, but also in your life between our sessions. Our first few therapy sessions will be used to obtain detailed information, and to make initial impressions as to what our work together might entail. During this time, it is important that you evaluate if we are a good match for you as your therapist. Your therapist should be someone who you feel connected to and safe with. If you feel that we are not the best match to be working together, we will try and help you find another therapist who may be better able to meet your needs. We only take clients that we think we can help, and we enter the therapy relationship with optimism about working together. If you have concerns about your progress or the course of therapy, please do not hesitate to discuss this with us. You may end therapy at any time; however, it is highly recommended that we discuss termination together before therapy ends.

Please understand that when participating in individual treatment at Advanced Health Care, there is no guarantee of the outcome of treatment.

Confidentiality

Confidentiality refers to the therapist's obligation to make certain that what is discussed in therapy remains between the therapist and client, except where directed by state or federal law. This means that what you do or say while in therapy, or even the mere fact that you are in therapy, will not be shared with anyone else without your consent. The purpose of confidentiality is to help you feel safe in discussing any information. The exceptions to confidentiality will be reviewed below and need to be fully understood.

Exceptions to Confidentiality

In accordance with the law, there are some situations in which it is legally necessary to break confidentiality and report information that is obtained through our work together. These include:

- 1) Any serious **threat of harm against yourself**, in which there is reason to believe that you have the intention, plan, and ability to do so. In these circumstances, confidentiality can be broken to get you the care that you need, including, but not limited to, psychiatric hospitalization.
- 2) Any serious **threat of harm against another person**, in which there is reason to believe that you have the intention, plan, and ability to do so. In these circumstances, confidentiality can be broken to get you the care that you need, including, but not limited to, psychiatric hospitalization, AND to protect the other individual who is at risk of being harmed.
- 3) Any instances of **child, elder, or dependent adult abuse**. This includes any physical or sexual abuse or neglect of a minor or dependent child; this includes any physical, sexual, or fiduciary abuse of an elder or depend adult; this includes downloading, streaming, or accessing any "obscene" sexual conduct of children via electronic or digital media. An exception to this is when a provider is serving in the role of a forensic evaluator and hired directly by an attorney, which is protected by attorney-client privilege.
- 4) Other circumstances, such as: Grave disability, disclosure to insurance companies, worker's compensation claims, managed care and collection agencies, and your involvement in certain litigation processes in which records may be requested by the court.
- 5) The Patriot Act: The Patriot Act stipulates that, upon request by subpoena, a client's entire treatment record can be released to an FBI agent **without the client's knowledge** of the disclosure to prevent future acts of terrorism. As a therapist in this circumstance, we cannot claim privilege on behalf of the client and we cannot inform the client that the records were released.

This information must be reported and does not require your permission. We are not required by law to inform you should reporting be necessary, however, our preference during these circumstances is to include you if possible. If we have to report any of the above situations we will support you through these difficult times.

An additional, although unforeseen, exception to confidentiality would be in the unexpected death of Dr. Ray. If this were to occur, your name and contact information may be given to a

designated mental health clinician who is listed in the professional will. This person would be responsible for contacting all clients to inform them of the death and to provide referrals.

Confidentiality with Children and Adolescents

When working with children or adolescents under the age of eighteen, the law may provide the parents with the right to examine their child’s treatment record. However, it is our policy to request an agreement from the parents to give up access to this record, in order to allow for the best possible treatment for their child. We will provide the parents with only general information about our work with their child, unless we feel there is a risk that the child is in danger of hurting themselves or someone else (including but not limited to: thoughts of suicide or self-harming behaviors, thoughts of hurting another person or property, drug and alcohol use, risky behaviors, or poor decision-making), in which case we will notify the parents of our concern. In most cases, before discussing any information with the parents, we will share with the child what we intend to share with their parents, or involve the child in the process of sharing important information. Please understand that when participating in individual or family therapy at Advanced Health Care, there is no guarantee of the outcome of treatment.

Under age 18 Assent (By signing this form, I am agreeing to the understanding of the above stated information and all other information provided in this informed consent document:

Youth Name/Signature: _____ Date: _____

Confidentiality in Couples/Marital/Family Treatment

In couples and family treatment, you should be aware that information shared during sessions may be disclosed to the members of the couple/family who are also participating in treatment. A disclosure of this nature may occur when the information is relevant to the treatment in which both parties are participating, and every effort to advise you of the necessity to disclose this information will be made. Please understand that when participating in couples, marital, or family therapy at Advanced Health Care, there is no guarantee of the outcome of treatment and Advanced Health Care is not liable for any dissolution of any relationship.

Confidentiality in Workers’ Compensation Cases

If you are receiving treatment through your Workers’ Compensation claim (as opposed to personal insurance or cash payment), there are different rules regarding confidentiality. In order to receive treatment through your Workers’ Compensation insurance carrier, we must submit written reports on a regular basis providing information on your symptoms, the progress of your treatment, and the treatment plan. Additionally, in Workers’ Compensation, there is a treatment team, which includes (but is not limited to) the insurance company, adjuster, lawyers, doctors, or other Workers’ Compensation providers. As part of your care, we often collaborate with your treatment team. We often share information and reports with the providers on your treatment team. In this way, you do not have the same privacy as a non-Workers’ Compensation client. Your diagnosis and information about your treatment is included in these reports and shared within the Workers’ Compensation system.

Within these evaluations, including both psychological consultations and Qualified Medical Evaluations (QME’s), there are times at which this office will be asked to make medical-legal determinations about your claim. After meeting with you and potentially administering psychological testing, a report will likely be written about the things that we discuss in the clinical interview and which conveys the results of the psychological testing. In addition, this

office may be required to provide certain medical-legal determinations about your claim, including but not limited to: whether or not the injury was work-related (also known as causation), whether or not there are other factors (including non-industrial stressors, pre-existing mental health problems, addiction, or personality factors) that are contributing to your current symptoms (also known as apportionment), work abilities or disabilities (also known as work status), work restrictions, and/or permanent impairment ratings. These findings and the report that is written could impact the result of your claim, and in some cases, it could result in the approval or denial of your claim and/or whether or not you are afforded treatment through the Workers' Compensation system.

If you are being seen for a Workers' Compensation Qualified Medical Evaluation (QME) it is important to understand that you are not receiving treatment or health care from the examining psychologist who is evaluating you for the purposes of the PQME evaluation.

If you have questions or concerns about this, please do not hesitate to discuss them with us.

Confidentiality in Legal Cases

If you are receiving an evaluation or treatment as part of a legal case (such as an Independent Medical Examination for a Personal Injury or other type of legal case), there may be exceptions regarding confidentiality. All personal information will be kept confidential whenever appropriate. You will be asked to sign a Release of Information in order for your information to be shared with your attorney, or anyone else who is asking for information related to your case. Because you are involved in litigation, there may be times when your information is requested via subpoena; please see information below regarding subpoenas. There may also be times when a deposition will be taken or we are asked to testify in Court regarding the information that you shared during the course of your evaluation or treatment at this office. By signing this consent form, you are giving us permission to participate in the depositions and trials as part of your legal case. It is important to understand that you are not receiving treatment or health care from the examining psychologist who is evaluating you for the purposes of the legal evaluation. If you have questions or concerns about this, please do not hesitate to discuss them with us.

Confidentiality Workers' Compensation or Legal Cases – Subpoenas

If you are involved in a Workers' Compensation claim or legal case, our office might be asked to supply your medical records after receiving a subpoena. This is often for claims of disability, for your attorney, for the defense attorney, or for parties involved with an outside claim, such as if you have also filed a Personal Injury or Civil claim. By signing this consent form, you are giving us permission to send your records in accordance with the subpoena. We will make every effort to contact you prior to sending your medical records to discuss any concerns that you may have, or if you would like to discuss the option of the records not being sent. If you have questions or concerns about this, please do not hesitate to discuss them with us.

Confidentiality in Disability Cases

If you apply for disability, including short term disability or long term disability through the state, federal government, or your employer/insurance company, we may be asked to provide records from your evaluation or treatment at this office. Typically, you will be asked to sign a release of information from the requesting agency, and that release of information will be forwarded to our office with the request for records. If there is a signed release of information sent to our office, in which our office is specifically named in the release, we will accept that as permission to send your records. By signing this consent form, you are giving us permission to

send your records in accordance with the disability request. We will make every effort to contact you prior to sending your medical records to discuss any concerns that you may have, or if you would like to discuss the option of the records not being sent. If you have questions or concerns about this, please do not hesitate to discuss them with us.

Confidentiality in Fitness for Duty Evaluations

If you are being evaluated for the purposes of a POST evaluation, a pre-employment evaluation, a fitness for duty evaluation, or another form of an employment evaluation, the assessment will likely consist of standardized written psychological testing, an oral interview, and a review of collateral or third-party information when made available by the hiring agency, by the employer, or by you. This could include information gathered during the background investigation you authorized the hiring agency to conduct. This may also include a review of prior psychological assessments in which you were evaluated.

Both the written inquiries and the psychological interview will include information related to both public and private aspects of your life. These inquiries are necessary to adequately assess whether your psychological traits and abilities satisfy the requirements of the position. If at anytime you wish to ask about the relevance of any question asked in the interview, please ask and you will receive an explanation as to why the information is being requested. You have the right to terminate the assessment at any time.

Following completion of the examination, a psychological report detailing the information assessed in the examination will be provided to the hiring agency or the employer, including relevant findings and conclusions related to your suitability for the position. This report will necessarily contain private information; however, Dr. Ray and her associates will make a good-faith effort to restrict disclosure of private information to the minimum necessary to satisfy the purpose of the examination and to support the findings, conclusions, and recommendations of the report. If the findings, conclusions, opinions, or recommendations are challenged in an adjudicative forum, Dr. Ray and her associates will make full disclosure of all information that may be necessary or required by law.

It is important to understand that you are not receiving treatment or health care from the examining psychologist or therapist who is evaluating you for the purposes of an employment evaluation, and the therapist that is examining you is not considering themselves to be treating you. You understand that you are not being examined for any purpose related to your personal treatment or personal health care. Because the evaluation is being conducted at the request of yourself, an employer, or a hiring agency for reasons that have nothing to do with treatment or health care, please understand that the typical doctor-patient confidentiality will not be in effect. Therefore you understand and agree that anything you say or do during the evaluation is entitled to disclosure. Additionally, all other aspects of this informed consent, particularly regarding other limits of confidentiality, as explained above, also apply to this evaluation.

The hiring agency requires a report of pertinent findings and conclusions, including the determination of your suitability for the position following the completion of the assessment. Once the report is sent to the hiring agency or the employer, Dr. Ray and her associates have no power over how the report is handled by the agency or when it is provided to others. As a result of this examination, Dr. Ray or her associates may conclude that you are either psychologically qualified for a position or psychologically unqualified for a position. The opinions provided in the report concerning your psychological suitability for an employment position is not a

statement or opinion about your general psychological health or emotional stability, nor is it a statement about your suitability for a position with any other department, agency, or employment setting. Again, you are free to terminate the evaluation at any time. If you have questions or concerns about this, please do not hesitate to discuss them with us.

Psychotherapy with Licensed Therapists at Advanced Health Care

Bindhu Davis, Psy.D., LMFT, is a Licensed Marriage and Family Therapist in the State of California. She works as an employee and therapist at Advanced Health Care. She is licensed and operates under her own direction and supervision. She carries her own liability insurance and is also covered by the liability insurance of the company. She holds her own professional license and she assumes complete clinical, ethical, and legal responsibility for her clients. All disclosures and content included in this informed consent, including limits of confidentiality and payment policies, apply to the treatment conducted by Dr. Davis.

Priscilla Jouvin, LMFT, is a Licensed Marriage and Family Therapist in the State of California. She works as an employee and therapist at Advanced Health Care. She is licensed and operates under her own direction and supervision. She carries her own liability insurance and is also covered by the liability insurance of the company. She holds her own professional license and she assumes complete clinical, ethical, and legal responsibility for her clients. All disclosures and content included in this informed consent, including limits of confidentiality and payment policies, apply to the treatment conducted by Mrs. Jouvin.

Danielle (Dani) Judy, LMFT, is a Licensed Marriage and Family Therapist in the State of California. She works as an employee and therapist at Advanced Health Care. She is licensed and operates under her own direction and supervision. She carries her own liability insurance and is also covered by the liability insurance of the company. She holds her own professional license and she assumes complete clinical, ethical, and legal responsibility for her clients. All disclosures and content included in this informed consent, including limits of confidentiality and payment policies, apply to the treatment conducted by Mrs. Judy.

Kelley Rogers, Ph.D., LPCC is a Licensed Professional Clinical Counselor. in the State of California. She works as an employee and therapist at Advanced Health Care. She is licensed and operates under her own direction and supervision. She carries her own liability insurance and is also covered by the liability insurance of the company. She holds her own professional license and she assumes complete clinical, ethical, and legal responsibility for her clients. All disclosures and content included in this informed consent, including limits of confidentiality and payment policies, apply to the treatment conducted by Dr. Rogers.

Nassim Valery, LMFT, is a Licensed Marriage and Family Therapist in the State of California. She works as an employee and therapist at Advanced Health Care. She is licensed and operates under her own direction and supervision. She carries her own liability insurance and is also covered by the liability insurance of the company. She holds her own professional license and she assumes complete clinical, ethical, and legal responsibility for her clients. All disclosures and content included in this informed consent, including limits of confidentiality and payment policies, apply to the treatment conducted by Mrs. Valery.

Psychotherapy with Psychological Assistants at Advanced Health Care

Jennifer Bachtold, Ph.D., CADC-II is a psychological assistant under Sarah Ray, Psy.D. She is unlicensed as a clinical psychologist and under the direction and supervision of Dr. Ray. All areas of this informed consent apply to the treatment conducted by Dr. Bachtold.

Session Time

The standard session time is 53 minutes. If you are late, we will end on time. If we are late, you will still receive your full 53 minutes for the session. This time may be provided at the end of that session or during a future session.

In case of Emergency

If there is a serious emergency or you are feeling unsafe, it is important that you get the immediate help you need by going to a local emergency room, calling 911, or calling the San Diego Crisis Line at 1-888-724-7240. If you are in distress, you may call us. We will attempt to return your call as soon as possible, although we may not be able to get to your message immediately. In addition, there may be times during our work together in which we become concerned with your personal safety. We may need to contact someone close to you, such as a parent, family member, spouse, or close friend. We will ask you to sign a release of information for an emergency contact to allow us to make this contact if necessary.

Consultation

Based on what we learn about you and your difficulties, we may recommend services such as a medical examination, psychological testing, use of medications, or other treatment modalities. If a recommendation is made, we will discuss the reasons and you may choose what is best for you. If you are receiving services from another professional, we will do our best to coordinate our services with theirs. As caring, trusted and ethical therapists, we cannot treat you if our treatment is not helping you. At that point, we will recommend another professional for you to see. At any time, if you would like to seek the opinion of another therapist or professional, or wish for a different therapist, we will help you find a qualified person. There are times when we may consult with colleagues in order to better plan your treatment. In these cases, your identity will remain private and the consultant is legally bound to keep the information confidential.

It should also be noted that clinical consultation occurs between the licensed therapists, employed therapists, and psychological assistants who are employed at Advanced Health Care, and by signing this form, you are consenting to this team treatment process within this company.

Payment Information

Payment arrangements will be mutually determined at the beginning of therapy. Our standard fee is \$225 for the initial diagnostic interview and \$175 for each session thereafter. If you plan to use your health insurance to help pay for your therapy, please be aware that many insurance 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, we have no control over what they do with the information once it is in their hands. Please consider this when choosing whether or not to use your insurance. You always have the right to pay for your services directly. In addition, you (not your insurance company) are responsible for full payment of fees. It is important that you find out exactly what mental health services your insurance policy covers. Payment (co-payment or private pay) is requested at the time services are provided. In the event that your check is returned unpaid by the bank, there will be a \$35 service charge. If you

consistently default on payments, we reserve the right to collect the funds through a collections agency. There will also be an appropriate charge, based on our fee schedule for lengthy phone consultations and for any professional time spent in responding to information requests. Insurance is not billable for phone consultations and information requests. All rates will increase by \$5 per calendar year. (See our payment policies form for additional information.)

* See notation

Cancellation Policy

We consider our meetings very important and assume that you do the same. However, there may be times in which you need to cancel a session. In the event that you are unable to keep an appointment, please notify us immediately. If you miss a session without calling, or give less than 24 hours' notice for a cancellation, you will be charged \$100 for the missed appointment (or the allowable amount paid by your insurer.) If you are using insurance, insurance companies do not reimburse for missed appointments and you will be responsible for the fee if you miss an appointment or do not give 24 hours' notice.

* See notation

*** Exclusions to Payment Information and Cancellation Policy**

Please note that clients who are using their Workers' Compensation Insurance are excluded from the above Payment Information and Cancellation Policy, unless a specific contract is made between Advanced Health Care and the client.

Cancellation Policy – Workers' Compensation

As stated above, clients who are using their Workers' Compensation Insurance are excluded from having to pay no show and late cancellation fees, per state contractual agreements. **However, if you are a client using your Workers' Compensation Insurance and you exceed two no show or late appointment cancellations (less than 24 hours advance notice), your treatment is subject to termination.**

Treatment Non-Compliance

There may be times in your treatment where it is the recommendation of Dr. Ray or her associates that specific treatment needs or referrals are necessary in order to provide you with the most clinically appropriate and ethically appropriate level of care. If these treatment recommendations are not followed, and Dr. Ray or her associates continue to opine that a higher level of care or a referral is necessary, treatment is subject to termination. This applies to **all** clients seen by Dr. Ray or her associates, including cash pay clients, private insurance clients, or Workers' Compensation clients. In addition, it is the ethical responsibility of Dr. Ray or her associates to provide clinically and ethically effective treatment at Advanced Health Care. If the treatment plan provided by Dr. Ray or her associates is not being followed by the client, or if it is deemed that reasonable progress is not being made by the client, treatment is subject to termination. This applies to **all** clients seen by Dr. Ray or her associates, including cash pay clients, private insurance clients, or Workers' Compensation clients.

Social Media

Dr. Ray and her associates at Advanced Health Care do not accept friend requests or contact requests from social media sources such as Facebook, LinkedIn, Twitter, or other social media networks. In case of an emergency, these sites, including email, are not appropriate methods of

