PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights of which you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1) If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

2) If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.

3) If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

4) If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either engaged in sexual contact with a patient, including yourself; or is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the CA Dept. of Health. I would inform you before taking this step. If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.

5) The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couple’s therapy with me. If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

II. Record-keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other
health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules.

My Training and Approach to Therapy

I, Cynthia Casey, am a licensed Marriage and Family Therapist (#106107) and am a contract worker at Coastal Counseling. I approach therapy from a Family Systems model, which looks at the client’s experience within their family of origin and strives to promote growth through healing of the self in context of relationships.

It is my intent that I facilitate the growth and development of you and your family (if any) to the very best of my ability. Therapy is a joint effort between therapist and client(s) where we work together to resolve the issues that brought you to therapy in the first place. Participation in therapy can result in a number of benefits, but it can also result in changes that were not originally intended. Therapy can involve discomfort and difficult emotions. There may be times where I challenge your perceptions and assumptions, and offer an alternative perspective. You may find that you feel worse before you feel better. I encourage you to address any concerns you have regarding your progress in therapy. I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you threaten violence, verbally or physically, or harass the office, my family, or myself, I reserve the right to terminate you unilaterally and immediately from treatment.

You may contact me at 760-407-2840 Monday through Friday until 7 pm. I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voicemail and I will try my best to reach you within 24 hours of your phone call, but it make take a day or two for non-urgent matters. On weekends or holidays, I will only return calls in cases of emergency. Otherwise, I will return calls on Monday or the day after the holiday. Phone calls are generally limited to 10 minutes; beyond this time, you will be charged a prorated amount of my usual fee. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call, or if you feel unable to keep yourself safe, contact (1) 911, (2) the San Diego Access & Crisis Line at (888)724-7240, (3) the police, or (4) go to your local hospital emergency room and ask for the psychologist or psychiatrist on call. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence.

Your Financial Responsibilities

You are responsible for coming to your session on time and at the time we have scheduled. Please be aware that sessions are 45 minutes, unless we have discussed together doing longer sessions (usually appropriate for couples therapy sessions, or EMDR sessions). If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than 24-hour notice, you must pay a fee of $80 at our next regularly scheduled meeting. Please note that I cannot bill these missed session fees to your insurance. Please also note that accommodating clients’ different schedules can be very complicated, as a consequence repetitive cancelations (even outside of the 24 hour period) and rescheduling makes scheduling very difficult. Although I understand that canceling and needing to change your appointment periodically is unavoidable, if there are repetitive cancelations or changes I will most likely offer you a referral to a
clinician who may have more flexibility in their schedule. **My fee for a session is $120.00, unless we have agreed upon a different fee.** Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. My fees adjust every year, if a fee raise is approaching I will inform you directly one-month minimum prior to the raise.

**Your Responsibilities If You Are Using Insurance**

If you have insurance, you are responsible for providing me with the information I need to send in your bill. Although we will check your benefits for our information, please be advised that insurance companies often give contradictory information. It is your responsibility to contact them and find out personally what your behavioral health benefits are, and what will be your personal responsibility for therapy. I am not willing to have clients run a bill with me, and co-pays are due at the time of service (unless otherwise agreed upon by the two of us). You are ultimately responsible for paying my fees. If your insurance company does not cover, or pay for, my services you must pay my fees and take the matter up with the insurance company directly. I require all clients to have an updated credit card on file in order to cover any unpaid co-pays or late fees at the end of each month. Balances not paid after 30 days will be subject to a $35 dollar service fee and will accrue at an interest rate of 7% a month.

**Complaints**

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Board of Behavioral Science, Sacramento, California. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

**Client Consent to Psychotherapy**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fee of $________ per session (if private pay). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Coastal Counseling. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made to me.

I agree to the above outlined conditions of therapy. Additionally, I am over the age of eighteen, and able to sign on my own behalf.

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Signature of Therapist

O Client declined copy
O Client received copy