

Coastal Counseling
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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. 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 who is also under your care. Additionally, in case of emergency, I may contact a member of your family without your prior consent. You may direct me to share information with whomever you chose (with written consent), 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 or via text at some point in our work together, please be aware that these forms of communication are not completely confidential.

The following are legal exceptions to your right to confidentiality:

- 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 any reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else that is doing this, I must inform Child Protective Services or 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 or the police for a welfare check.
- 4) At Coastal counseling, we hold regular clinical consultation meetings in which we discuss cases with the other therapists in the group. In these clinical meetings, details of our work together may be discussed with the goal of gaining additional insights so that I may more effectively assist you with meeting your goals for therapy. You have a right to verbally request that any or all the information from our work together not be shared in these clinical consultation meetings at any time.

II. On-Line Video & Remote Therapy Release

Remote therapy involves receiving therapy remotely with the help of a live video link. The live video link will allow you to talk to and see me on a TV or computer screen. The provider will also be able to see and hear me on a TV or computer screen with the help of a video camera. If you are receiving remote therapy from outside the state of California, you must be followed by a local provider to receive remote therapy sessions. Your local provider is your primary provider, who will be primarily responsible for your treatment. Our remote therapy sessions are considered ancillary services to assist in the treatment that you are receiving from your local providers. By signing this form, you understand that I cannot be held responsible for providing care in the event of an emergency. Emergencies situations that are outside the scope of my

Informed Consent-RA

responsibility include, but are not limited to suicide risk assessment and other emergency situations that require immediate care. If you receive remote therapy and have symptoms requiring medical attention, please contact your local provider for assistance in getting you care.

Some of the video meeting procedures are relatively new and are attempts to advance medical treatment. You understand that there may be some unknown or unanticipated discomforts or risks related to remote therapy such as information being transmitted through the Internet and the possibility of privacy and confidentiality being jeopardized due to electronic transmission. Since these risks are inherent in remote therapy sessions, I am not liable for loss of privacy and confidentiality due to problems in electronic transmission beyond our control.

III. Treatment of a Minor

I generally require the consent of both parents prior to providing any services to a minor child. However, in some cases, a child over twelve years old is able to consent to his/her own therapy without the written approval of a parent or guardian. In the event that the parents are separated or divorced, I will require that the parent/guardian seeking therapy submit supporting legal documentation (such as a custody order) prior to beginning services. This is to assure that we are working in accordance with the custody order, and to determine if both parents need to consent to the services. Psychotherapy can only be effective if there is a trusting, confidential relationship between the therapist and client. This is a standard that I ask parents/guardian to respect and to allow there to be privacy in the sessions with the minor. The parent/guardian can expect to be kept up to date as to the client's progress in therapy, but will typically not be privy to detailed discussions between the therapist and client. However, they can expect to be informed in the event of any serious concerns I might have regarding the safety or well being of the client, including suicidality.

III. Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which the client and another individual, or entity, are parties. I have a policy of not communicating with the client's attorney, or legal representative, and will generally not write or sign letters, reports, declarations, or affidavits to be used in the client's legal matter. I will not make any recommendation as to custody or visitation regarding a minor client. I will generally not provide records, unless given written request from client (see Record-Keeping below). For minor clients, I will generally not provide records, unless ordered to do so by the court. Should I be subpoenaed, or ordered by a court of law to appear as a witness in an action involving the client, the client, or the parent/guardian agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my rate of \$150 per hour.

IV. Psychotherapist-Client Privilege

The information disclosed by the client, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between therapist and client in the eyes of the law. It is similar to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-client privilege. If I receive a subpoena for records, deposition, testimony, or testimony in a court of law, I will assert the psychotherapist-client privilege on the client's behalf until instructed, in writing, to do otherwise by the client or the client's representative. The client should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. The client should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

Minor Clients

If I receive a subpoena for records, deposition, testimony, or testimony in a court of law, I will assert the psychotherapist-client privilege on the client's behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on the client's behalf. When a patient is a minor child, the holder of the psychotherapist-client privilege is either the minor, a court-appointed guardian, or the minor's counsel. Parents typically do not have the authority to waive the psychotherapist-client privilege for their minor children, unless given such authority by a court of law. The representative is encouraged to discuss any concerns regarding the psychotherapist-client privilege with his/her attorney.

V. 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.

VI. 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.

VII. Managed Mental Health Care

If your therapy is being paid for in full, or in part by a managed care company, there are usually limitations to your rights as a client imposed by the contract of the managed care firm. These are usually conditions that are specific to your policy, and may include a limit to the number of sessions available to you, or the time period within which you must complete your therapy. Although rare, some companies may require progress notes, or copies of your case file. I do not have control over these requirements, and must oblige with their requests.

My Training and Approach to Therapy

I have a Masters degree in Counseling Psychology earned in 2012 from National University. I am a Licensed Marriage and Family Therapist, LMFT 91826 in California. I may occasionally consult with other clinicians, but in doing so I protect the privacy and confidentiality of my clients. My areas of special training and expertise include relationship issues, substance abuse, PTSD, childhood trauma and emotional issues. My primary approach to therapy is a humanistic approach, which means that I value each client as an individual who wants the best possible life for him or herself.

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.

I am away from the office several times in the year for extended vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. 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. I am available for brief between session phone calls during normal business hours. If you are experiencing an emergency please call 911, or go to the nearest hospital emergency room for assistance.

You may contact me at 760-652-9680 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 text me or 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 may 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 at 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 I try very hard to accommodate my clients' schedules, which can be very complicated. Repetitive cancellations (even outside of the 24 hour period) and scheduling changes can make scheduling even more difficult. Although I understand that canceling and changing of your appointment is periodically unavoidable, if there are repetitive cancellations 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

