

## **Informed Consent to Psychotherapy**

*Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, with the goal of your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you, too.*

### **Confidentiality Statement**

State law and professional ethics require therapists to maintain confidentiality except for the following situations:

1. If there is suspected child abuse, elder abuse or dependent adult abuse.
2. "Tarasoff" and "Ewing" situations in which a serious threat to a reasonable well-identified victim is communicated to the therapist.
3. When threat to injure or kill oneself is communicated to the therapist.
4. If you are required to sign a release of medical records by your medical insurance.
5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. **Think carefully and consult with an attorney before you sign away your rights.**
6. Clients being seen in couple, family and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist from others involved in your treatment process.
7. I may at times consult with professional colleagues about our work without asking permission, but your identity will be disguised.
8. Clients under 18 do not have full confidentiality from their parents.
9. It is also important to be aware of other potential limits to confidentiality that include the following:
  - All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices.
  - Cell phones, portable phones, faxes and emails are used on some occasions.
  - All electronic communication compromises your confidentiality.

### **Records and Your Right to View Them**

Section 2919 of the Business and Professions Code states that a licensed marriage and family therapist must retain a patient's health service records for a minimum of seven years from the patient's discharge date. If the patient is a minor, the patient's health service records must be retained for a minimum of seven years from the date the patient reaches 18 years of age.

**Session Fees**

The fee for a 50-minute individual therapy session is \$125, payable to Emily Hunter. Therapeutic services delivered over the phone are subject to the same hourly rate as regular sessions and will be billed on a pro-rated basis. Fees are re-evaluated and subject to change every six-months. Ms. Hunter is determined to provide psychotherapy to those for whom these fees are out of reach. Please discuss any financial concerns you may have with Emily during the initial consultation.

**Emergency**

If there is an emergency where Ms. Hunter 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 proper medical care. For this purpose, she may also contact the person whose name you have provided on the Information Form.

**Your Responsibilities as a Therapy Client – Cancellation Policy**

You are responsible for coming to your session on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next person's session. The time for which your appointments are scheduled has been reserved for you. You are required to give notice of cancellation at least 48 hours prior to a scheduled appointment. You will be charged the full rate of \$125 (or whatever is your contracted private pay or insurance rate) if you do not give a 48-hour notice or fail to show for a scheduled appointment without prior notification. Exceptions can be made in the even of an emergency only; however, you are asked to call as soon as possible to inform your therapist of the circumstances.

**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 understand the fee per session and my rights and responsibilities as a client, and my therapist's responsibilities to me. I know I can withdraw my consent for treatment at any time.