



## **Written Summary of Psychotherapy Framework for Informed Consent**

This document provides detailed information to supplement my verbal informed consent disclosures. No signature is needed on this document. Topics are arranged in the same order as in the Informed Consent Acknowledgement I'll have you sign in session.

*In an emergency.* If you experience a psychiatric emergency and are unable to reach me by telephone at (415) 271-2350, please call 911, or, if you are able, go to the local hospital emergency room.

*Initial evaluation and referrals.* I may conduct one or more evaluation sessions to better understand your needs. These sessions help me formulate a plan that may include psychotherapy with me or referral to another therapist or clinic with appropriate expertise for part or all of your treatment. I may also recommend that you see a physician to evaluate a physical condition or prescribe psychiatric medication.

*Confidentiality.* I don't greet you outside the psychotherapeutic setting unless you indicate it's okay by greeting me first. For clients in couples or marital therapy, I encourage honesty and openness between you. Thus, I don't keep secrets from the other therapy participant. I don't disclose the contents of your communications with me nor the fact you are in psychotherapy without your written authorization to release such records to specified third parties, with the exceptions that are listed below and are required by professional ethics and law. To keep your psychotherapy confidential, I maintain your records under lock and key. Such records are maintained or destroyed in a timely fashion following termination of psychotherapy and archiving of such records. The number of years specified by law or recommended by the professional associations of psychology may vary. Therefore, I am likely to maintain those records for a number of years. Should I become unable to maintain them, that task will be passed on to another licensed psychologist.

There are legal and ethical exceptions to confidentiality that include:

1. *Consultation.* I may discuss your psychotherapy with another psychotherapist or medical consultant who is also bound by professional ethics and confidentiality. Where possible, I provide only that information necessary for the consultation.
2. *Duty to protect.* I have a professional responsibility to protect client safety that may include involuntary hospitalization, alerting law enforcement authorities, or warning intended victims. Should a safety issue come up, we will discuss it together unless such discussion is clinically contraindicated or potentially dangerous. Issues where I am legally mandated to respond include if I learn:
  - Of a person's intention to harm themselves or another person or their property, or if someone is seriously disabled.
  - That anyone is physically, sexually, emotionally, or financially abusing or neglecting a child or an elder or dependent adult, or if I learn that such a person is in danger of abuse.

### **Written Summary of Psychotherapy Framework for Informed Consent**

#### *3. Legal requirements*

- A legal guardian or legally sanctioned estate representative has the right to access a deceased client's records.
- I am required to release client records if so ordered by a court of law or licensing board.
- Legal guardians of non-emancipated minor clients hold the privilege of confidentiality.

*4. Third-party payer.* If you receive services covered by a third-party payer, such as an insurance company, such companies often require you to consent to the release of clinical information to them to qualify for coverage or reimbursement.

*5. Collections.* Non-payment of fees in a timely manner can result in billing records being sent to a collection agency and that information appearing on a client's credit report. In such an unlikely situation, the client is first notified of being in arrears and given a specified period of time to pay. If referral is made to a collection agency, the content of psychotherapy services is not disclosed. Note that this situation is rare in my experience.

*6. Two sets of notes.* I keep two sets of notes, process notes, which contain the majority of personal details of therapy, such as dream transcripts, and progress notes, which are the medical records that record such things as diagnosis, number and types of sessions held, dates and times, and treatment modalities used. Process notes are my private property and are not available for release or disclosure.

*7. E-mail.* For reasons innate to the technology itself, e-mail is not a confidential medium of communication. If you request communication with me by e-mail, you release me from any liability for protecting your confidentiality for correspondence through that medium.

*Business arrangements.* These are discussed in a separate page included in your packet by that name. Please be aware that cancellations and appointment changes need 24 hour notice in most cases (longer lead time helps with scheduling).