

## **INFORMED CONSENT TO TREATMENT AGREEMENT**

This document contains important information about the professional services and business policies of New Mindful Life, professional clinical psychology consulting services. By signing this agreement you give permission to provide psychotherapy for you. Please read this information carefully, and note any questions so they can be discussed. Please also note that in this document the words “client” and “patient” are used interchangeably, and refers to all persons participating in the therapy with me as part of this treatment agreement.

More information about my professional qualifications is available via request for my vitae.

### **THE PSYCHOTHERAPY PROCESS: BENEFITS AND RISKS**

Psychotherapy provides an opportunity to more deeply understand the problems or difficulties you are experiencing and to make important changes. Psychotherapy involves a joint effort between client and therapist. Progress and success in therapy may vary depending upon the particular problems being addressed, and can depend upon many factors, including your motivation, effort, and other circumstances, such as interactions with family, friends, or others.

You may experience uncomfortable or distressing feelings such as unhappiness, anger, guilt and frustration during psychotherapy. These are a natural part of the therapy process and often provide the basis for change. In addition, psychotherapeutic techniques can elicit thoughts, feelings, sensations, and/or experiences that do not necessarily reflect literal reality or historical accuracy. In other words, some of your experiences in therapy may not be indicative of actual events that occurred, even though they may feel very real to you and as if they actually happened. These experiences, however, can be used in exploring new directions in psychotherapy.

Important personal decisions are often a result of therapy and provide new opportunities as well as challenges. Decisions to change such things as behavior, employment options, substance abuse patterns, or schooling can affect your relationships with others. Decisions about your personal relationships are your responsibility. Sometimes a decision that is positive for one family member may be viewed negatively by another family member.

There are no guarantees with therapy. However, your commitment to the process is essential for a helpful outcome.

### **MY PROFESSIONAL COMMITMENT**

During the initial consultation period, typically about 2-3 sessions, you and the psychologist will jointly determine if she/he is an appropriate professional to work with you on your issues. If not, she/he will refer you to other mental health professionals. If at any time while working

together, the psychologist determines that you would benefit from work with another mental health professional, this will be discussed with you, and if needed, you will provide the names of other professionals. If the psychologist believes that it would help she/he to better understand and help you, they may recommend psychological testing and/or consultations with a psychiatrist and other medical and allied health professionals. The psychologist will also discuss with you alternatives to psychotherapy or other types of therapy that may better address the issues for which you are seeking psychotherapy.

As a part of the initial consultation period, the psychologist will discuss how psychotherapy is conducted. If at any time during the work together you have any questions about the services being provided, please ask for clarification. Your impressions about treatment plans, suggested procedures and goals, and your feelings about whether you are comfortable working with the psychologist, are all an important part of the process and are essential to a successful client-therapist relationship. If you have any concerns regarding the psychologist you are seeing you are encouraged to contact either the owner of New Mindful Life, Rochelle Calvert, Ph.D. or the board of consumer affairs.

### **PSYCHOTHERAPY SESSIONS AND MY AVAILABILITY**

An office individual psychotherapy session usually is scheduled for 50 minutes in duration. We suggest that couple and family sessions be 75 or 100 minutes in duration. If you elect to schedule sessions for longer than 50 minutes, you will be charged a prorated fee.

If you will be late for a session, please call and leave a message. If the psychologist does not hear from you, she/he will wait for 15 minutes at the office, after which time she/he may not be available and you will need to reschedule. If you arrive late, your appointment time will not be extended, as this would infringe on other clients' sessions.

The psychologist will voice mail services, should you need to contact her to leave messages 24 hours a day you can reach her at 619-261-8510. Typically return calls will occur during regular business hours Monday-Friday unless other arrangements have been made. The office is closed during the weekends.

If the psychologist is out of the office for more than a few days, there will be a psychotherapist on-call providing coverage. If this occurs, the phone message will have instructions on how to contact this professional as well as information regarding where to call in the event of an emergency situation.

### **EMERGENCY SITUATIONS**

Although we check voice mails often, we may not be available for immediate emergencies, nor are we available 24-hours a day. If you require a psychotherapist who can provide that type of service, please let us know and we will refer you to other mental health professionals who offer this service.

If a situation should arise in which you believe that immediate help is needed and your psychologist is not available, we suggest that you call your primary care physician or any

hospital emergency room. You can also call 911, the San Diego County crisis line at 1-800-724-7240, or the Suicide and Crisis Hotline at 1-800-255-6111.

## **PSYCHOTHERAPIST-CLIENT CONFIDENTIALITY, CLIENT SAFETY, AND CLIENT RECORDS**

The confidentiality of communications between a client and a psychotherapist is important and, in general, is protected by law. Subject to legal exceptions, information given in therapy will not be shared with anyone without the client's written permission. The following outlines some, but not all, of the circumstances when California or Federal law allows, or requires, a psychotherapist to breach a client's confidentiality. This section also explains other policies that I have regarding confidentiality and the sharing of information.

If a client communicates directly to me a threat of physical harm to an identifiable person, I am required by law to warn the intended victim and notify the police.

If I believe that a client is in such mental or emotional condition that he/she poses a danger to him/herself or others, or the property of another person, I may breach confidentiality or contact others to facilitate the client's safety.

I am allowed by law to take protective action, which may include initiating psychiatric hospitalization of a client for up to 72 hours, even if I must do so without a client's voluntary consent. A psychotherapist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates that such a danger exists. If such a situation should arise, it is my policy to fully discuss these matters with a client before taking any action, unless, in my professional opinion, there is a good reason not to do so.

If I have a reasonable suspicion of child abuse or neglect, or abuse of a dependent, or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

In most legal proceedings, a client may assert the Psychotherapist-Patient privilege to protect information about his or her treatment. However, certain legal activities or court actions, such as a client making his/her mental or emotional state an issue in a court proceeding, may limit a therapist's ability to maintain confidentiality. A court may also order a therapist to disclose confidential client information. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

At times it may be necessary to consult with other health professionals regarding your case. When I am out of the office (i.e., on vacation, out of town), another professional may be available to cover emergency calls from clients and that professional may be advised of client issues that could arise. In addition, I may occasionally find it helpful to consult with another professional about a client's case. In such consultations, I make every effort to conceal the identities of the client(s). Other mental health professionals who cover emergencies or with whom I consult are also legally bound to maintain confidentiality.

In the event that group therapy services are provided, the psychotherapist or practice of professionals involved in conducting or co-conducting the group therapy cannot be held responsible for a breach of confidentiality on the part of group members.

When a client shares information with the therapist outside of the presence of other persons participating in the therapy (such as a spouse or other family members), we cannot guarantee that the information will be kept in confidence from the other therapy participants. This is commonly referred to as a “no secrets policy”. This means that we may use our clinical discretion and choose to share such information with the other participants in the therapy.

Minor children also hold privilege. We believe that good psychotherapy treatment for minors requires that their confidentiality be respected and protected. Information will generally not be shared with parents or others outside of the therapy unless circumstances meet the mandated or permissible reporting criteria described in this section, or if the minor child discloses information which suggests that they are engaging in serious, at risk behavior.

Most insurance agreements require you to authorize your psychotherapist to provide clinical information, for example, a diagnosis, a treatment plan or summary, or even a copy of the entire record. Once the insurance company has this information, the psychotherapist has no control over what the insurance company does with it. If you request that we provide information to your insurance company, we will ask you to sign an authorization for that purpose.

If the use of a collection agency becomes necessary, we will furnish them with the required information to collect the fees due.

While this summary of exceptions to client confidentiality should prove helpful in informing you about the potential breaches of confidentiality, you should be aware that the laws governing these issues are often complex and we are not legal representatives. We encourage our active discussion of these issues. However, if you would like more specific advice, formal legal consultation may be desirable.

This office maintains confidential client records for ten years after the termination of therapy. After the ten-year post termination period, the client’s records will be destroyed so as to protect client confidentiality.

### **INFORMATION FROM PREVIOUS PROFESSIONALS**

In order to more effectively provide care, it may be important for us to obtain records from any previous or concurrently treating professionals. To this end, your psychologist may ask you to sign a Release of Confidential Information form for each of the previous and current records. We believe that the most comprehensive care is facilitated by an exchange of information between your psychologist and pertinent health care professionals involved in your case.

### **PAYMENT, FEES, INSURANCE and TERMINATION OF SERVICES**

Our fees are based on sliding fee schedules per 50-minute session. Payment is based on

starting rates (\$175.00) Payment is expected when services are rendered unless other arrangements have been made. To avoid using therapy time for check writing, it is suggested that you prepare your payment in advance of the session. Payments may be in cash or check made out to New Mindful Life. There will be a \$20.00 charge on all returned checks. Sliding fee schedules will be determined on an individual basis and need.

We do accept insurance payments in some cases (must be pre-determined by your therapist). You will need to submit your insurance card to New Mindful Life so we can determine eligibility. Please review our website to determine what insurance groups we are accepting at present and which insurance companies your psychologist is accepting ([www.newmindfullife.com](http://www.newmindfullife.com)). It is your responsibility to know what, if any, mental health services are covered by your insurance policy. We also are limited to the number of clients and sessions that we can take on as insurance covered payments.

In the event that a client, for whatever reasons, requires a deposition from your psychologist, requires court testimony from your psychologist, or requests written correspondence or the preparation of reports from your psychologist, the client shall be responsible for all of administrative and professional costs to be reimbursed at a rate of \$200.00 per hour.

Therapy is a personal commitment. When you make an appointment, that time is reserved for you. If you are unable to make an appointment, cancellation by phone is expected. IF YOU DO NOT GIVE AT LEAST 24 HOURS ADVANCE NOTICE TO CANCEL AN APPOINTMENT, YOU WILL BE CHARGED FOR THE FULL SESSION FEE. You will not be charged for appointments canceled with at least 24 hours advance notice.

In the unlikely event that payment is not made in a timely manner, the use of a collection agency may become necessary, in which case you would receive written notification of my intent to do so.

Your psychologist reserves the right to terminate therapy at their discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the client's needs are outside of the scope of my competence or practice, or the client is not making adequate progress in therapy.

The client also has the right to terminate therapy at his/her discretion. Upon the client's or your psychologist's decision to terminate therapy, we will generally recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both the client and your psychologist an opportunity to reflect on the work that has been done. Your psychologists will also attempt to ensure a smooth transition to another therapist by offering referrals to the client should the client want such referrals.

### **ACKNOWLEDGMENT**

I have reviewed and fully understand the information in this Informed Consent to Treatment Agreement. I have discussed this Agreement and its contents with

.. I have had my questions answered by her to my satisfaction.

I consent to participate or have my child/ward participate in psychotherapy with

\_\_\_\_\_, I accept, understand and agree to abide or have my child/ward abide by the contents and terms of this agreement. I have received and reviewed Privacy Policies Statement.

\_\_\_\_\_  
Client Name (Please print)

\_\_\_\_\_  
Signature of Client (Parent/Legal Guardian if Minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name (Please print)

\_\_\_\_\_  
Signature of Client (Parent/Legal Guardian if Minor)

\_\_\_\_\_  
Date

I understand that I am financially responsible to New Mindful Life for all charges whether or not I am reimbursed by my insurance company. I have another exact copy of this Informed Consent to Treatment Agreement, which is in my possession.

\_\_\_\_\_  
Signature of Responsible Party