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## **ABOUT PSYCHOTHERAPY, CONFIDENTIALITY, AND PROTOCOLS**

The following pages contain important information about my professional services and business policies. Please read them carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document it will represent an agreement between us and show that you have given “informed consent” for treatment. While I would rather not begin our relationship with paperwork, and as impersonal as this information may feel, these matters are important both for legal reasons and for establishing clarity and trust in our work together.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you want to address, and psychotherapy calls for a very active effort on your part as well as mine.

Psychotherapy entails benefits and risks, and since it often involves discussing unpleasant aspects of one’s life, you may experience uncomfortable feelings such as sadness, guilt, anger, and frustration. On the other hand, psychotherapy has been shown to have many benefits: Therapy often leads to better relationships, solutions to specific problems, significant reduction in feelings of distress, and increased confidence. But we cannot know what your experience will be and I cannot guarantee certain results.

Our first session or two will involve an evaluation of your needs. By the end of this evaluation, I will be able to offer you some first impressions of what our work will include, if we decide to continue with your treatment. You should evaluate this information along with whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions or concerns about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be glad to refer you to another mental health professional for a second opinion.

### **MEETINGS**

Over our first few sessions we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule at least one 50-minute session per week at a time we agree on. Because psychotherapy requires a commitment of time from both of us, once an appointment hour is scheduled you will be expected to

## **TERMS OF AGREEMENT TO TREATMENT—2**

pay for the session fee unless we both agree that you were unable to attend due to circumstances beyond your control. Vacations and absences should be scheduled at least two weeks in advance if possible, which I will try to do as well. (It is important to note that insurance companies do not provide reimbursement for missed sessions.)

### **PROFESSIONAL FEES**

My hourly session is \$250.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than ten minutes, consultations with other professionals, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. I do not participate in legal proceedings unless subpoenaed; in such a case, you will be expected to pay for all of my professional time, including preparation and transportation costs. Because of the difficulty of legal involvement, I charge \$350 per hour for time spent giving testimony at a deposition or trial.

### **BILLING AND PAYMENTS**

Payment should be made at each session for the first month and then monthly thereafter, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of financial hardship, I may be able to negotiate a fee adjustment. I have the option of using legal means to secure the payment of past-due balances of more than 60 days.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, please note that you (not the insurance company) are responsible for full payment of fees. If necessary I will provide you with a monthly statement. It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis along with dates of service. This information will become part of the insurance company files and subject to their privacy policies.

Once we have all of the information about your financial resources, we will discuss what we can expect to accomplish within the time frame they allow for.

### **CONTACTING ME**

It is best to contact me by telephone and leave a message on my confidential voice mail. I check my messages every few hours from morning till early evening, Monday through Friday, and will try to get back to you the same day. Although you may contact me by email ([drjonp@earthlink.net](mailto:drjonp@earthlink.net)) or text me at 626.676.3064, please reserve this mode for basic information exchange (appointment questions, etc.). You may send personal information, but please remember that neither email nor texting is confidential, I do not read email on a consistent schedule, and I will usually wait until your session to respond so I can do so in person.

### **EMERGENCIES**

To have your call returned, you *must* leave a complete message on my office voicemail (where this information is repeated, with paging instructions). If you don't hear from me in three hours, please repeat

### **TERMS OF AGREEMENT TO TREATMENT—3**

the process. If you feel that you cannot wait to speak with me or if anyone is in physical danger, you should call 911. If I will be unavailable for an extended period of time, I will provide you, if necessary, with the name of a trusted colleague whom you can contact.

### **LIMITS ON CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about your treatment to others with your written permission. But there are exceptions:

In most legal proceedings, you have the right to have me withhold any information about your treatment. In some proceedings involving child custody and those in which your psychological condition is or was an important issue, a judge may order my testimony and/or the release of your records. If you are or might become the plaintiff in a law suit alleging “pain and suffering,” you should inform your attorney because this assertion will likely remove your privilege to the confidentiality of your records.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient’s treatment. For example, if I believe that a child or an elderly or disabled person has been abused, I must file a report with the appropriate government agency.

In 2015, a law was enacted that expanded child sexual abuse to include “sexual exploitation,” and requires psychotherapists to report any evidence of a client who “knowingly promotes, aids, or assists, employs, uses, persuades, induces, or coerces a child, or a person responsible for a child’s welfare, who knowingly permits or encourages a child to engage in, or assist others to engage in, prostitution or a live performance involving obscene sexual conduct, or to either pose or model alone or with others for purposes of preparing a film, photograph, negative, slide, drawing, painting, or other pictorial depiction, involving obscene sexual conduct,” or has knowingly depicted or gained possession of an image, whether digitally, online, or in hard copy, of a child engaged in obscene sexual conduct.

If I believe that a patient is threatening serious harm to a person or to property, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm themselves I may be obligated to consider hospitalization or to contact family members or others who can help provide protection. These situations rarely occur in my practice. If such a situation does occur, I will make every effort to discuss it with you fully before taking any action.

Should anyone inquire if you are my client, I will inform that person that I neither admit to nor deny knowing you, thus maintaining your anonymity. Should you and I meet in public, I will wait for you to acknowledge me, if you choose to.

If you don’t let me know of your objection, I may occasionally find it helpful to consult other professionals about your case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound not to reveal or discuss any part of this exchange.

### **Minors and Parents**

#### **TERMS OF AGREEMENT TO TREATMENT—4**

Patients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. Unemancipated patients and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental on my professional relationship with the patient, or to his or her physical safety or psychological well-being. Because clear privacy boundaries between child and parent in psychotherapy are so important, it is my policy to be clear with minors and their parents about access to information: During treatment I will provide parents with only general information about the progress of treatment. Any other communications will require the child's Authorization, unless I feel that the child is in danger or is a danger to others, in which case I will notify the parents of my concern. If possible, before giving parents any information, I will discuss the matter with the child, and do my best to address any objections they may have.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss at our next meeting any questions or concerns that you may have. Because the laws governing specific aspects of confidentiality can be complex, if you require further clarification you may need to contact an attorney.