

INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES

CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure are described in the HIPAA Notice of Privacy Practices.

Preventing Harm: Disclosure is required by law in situations in which (1) there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and (2) a client presents a danger to self, to others, to property, or is gravely disabled.. If there is an incident during or after the course of treatment in which your therapist becomes concerned about your safety or the possibility of your harming another, she will take reasonable measures within the limits of the law to ensure the safety of yourself and others. For this purpose, she may also contact the person whose name you have listed as an emergency contact.

Legal Proceedings & Litigation Limitation: Disclosure *may* be required pursuant to a legal proceeding. (For example, if you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist.) Due to the private nature of psychotherapy, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you, your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Family involvement: In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will not release records to an outside party unless she is authorized to do so by all adult family members who were part of the treatment.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier in order to process the claims. Only the minimum necessary information will be communicated to the carrier. Your therapist has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

Confidentiality of E-mail, Cell Phone and Faxes Communication: E-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication cannot be guaranteed.

Consultation: Your therapist consults regularly with other professionals regarding her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Chance Encounters: Given that San Diego is a relatively small community, you may encounter someone you know in the waiting room or cross paths with your therapist out in the community. Your therapist will never acknowledge working with you therapeutically to anyone without your written permission. If you see your therapist in a public place, she will acknowledge you only if you initiate the interaction, so as to maintain your confidentiality. Please respect the privacy of other clients you may recognize in the waiting room or outside the office by not sharing with others your knowledge of their therapy participation.

MEDIATION & ARBITRATION

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of therapist and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY

Your therapist utilizes therapy approaches that involve collaboration. Your active participation is a pivotal factor in your progress. Effective participation on the part of the client includes expressing yourself honestly, being open to feedback, questioning ideas that you disagree with or do not understand, and implementing new strategies discussed in therapy. It is your therapist's responsibility to listen carefully to you, share her observations and insights related to your experiences, provide education on current perspectives from psychology research and practice, and connect you with additional resources that may be helpful (such as books, support groups, etc.). Your therapist will collaborate with you at the end of each session to design a "home practice" assignment to further the work begun in the therapy session. This is a key component of the therapy process, and your progress will reflect how actively you implement new strategies during times between sessions.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. Your therapist will answer any questions you may have about procedures used in the course of your therapy, her expertise in employing them, or their possible risks. You may also ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your therapist does not provide, she has an ethical obligation to assist you in obtaining those treatments. During the course of therapy, your therapist is likely to draw on various psychological approaches based on her expertise and her assessment of what will best benefit you. A variety of approaches may be incorporated, including mindfulness techniques, cognitive-behavioral therapy and somatic psychology strategies.

Outcomes: There is no guarantee that psychotherapy will yield positive or intended results. Change will sometimes be easy and swift, but other times it may seem slow and even frustrating. During therapy, exploring unpleasant events, feelings, or thoughts can result in your experiencing considerable negative reactions such as anger, sadness, worry, fear, anxiety, depression, and insomnia. Such reactions should be discussed with your therapist and monitored closely. Progress should be assessed and treatment goals established every 3-6 months. If adequate progress is not seen, you and your therapist should discuss the treatment process and evaluate whether a different direction should be considered.

Ending Therapy: If at any time during treatment your therapist assesses that she cannot be effective in helping you reach your therapeutic goals, she will provide multiple referrals to resources that may be of help to you. If you wish, she will talk to the psychotherapist of your choice in order to help with the transition. If at any time you wish to consult with another therapist, your therapist can assist you in finding someone qualified. You have the right to end therapy at any time. It is strongly advised that you discuss ending treatment with your therapist before doing so, in order to process the transition in the most effective way possible. At the close of therapy, your therapist will offer to provide you referrals for additional resources for continuing personal development.

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that can be exploitive in nature or impairs your therapist's objectivity, clinical judgment, or therapeutic effectiveness. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. If appropriate, your therapist will discuss with you the often-existing complexities,

potential benefits, and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your responsibility to communicate to your therapist if the dual relationship becomes uncomfortable for you in any way. Your therapist will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

TELEPHONE & EMERGENCY PROCEDURES

If you need to contact Dr. Masson between sessions, call (858) 453-2505. Your call will be returned that day or within the next business day. Voice messages will be retrieved between 9 am and 6 pm Monday through Friday. If you need to speak to a mental health counselor immediately and cannot reach Dr. Masson, you may call the San Diego 24-hour crisis line at (800) 479-3339. For emergencies, call 911. When your therapist is out of town, coverage by another therapist will be arranged.

PAYMENTS & INSURANCE REIMBURSEMENT

Clients are expected to pay the standard fee of \$170 per 50-minute session at each session, unless other arrangements have been made. Services provided outside of these sessions (e.g., telephone conversations, report writing, consultation with other professionals) will be charged at the same rate if such charges are agreed upon in advance by therapist and client. If you intend to utilize your health insurance, remember that professional services are rendered and charged to the client and not to the insurance companies. Your therapist can provide you with a copy of your receipt on a monthly basis, which you may then submit to your insurance company for reimbursement. Not all issues which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

APPOINTMENT CANCELLATION

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or canceling an appointment. Clients are responsible for paying the session fee for missed sessions or late cancellations. Exceptions may be granted for emergency situations. Insurance companies do not cover fees for missed sessions.

Please initial each of the following statements to indicate your agreement and print/sign your name below.

_____ I have read the above Informed Consent Agreement and agree to comply with its terms.

_____ I understand that I am responsible to pay for missed sessions that are not cancelled with at least 24 hours notice and that insurance companies do not reimburse for missed sessions.

_____ I have received the Health Insurance Portability and Accountability Act (HIPAA) notice and I consent to the use or disclosure of my Protected Health Information as specified.

Client name (print)

Signature

Date