



Informed Consent for Treatment

General Information & Service Agreement

Both law and ethics require that I provide you with the following information before we begin working together. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them together. When you sign this document, you are acknowledging that you have read, understood, and consented to its contents. It will represent an agreement between us.

Qualifications

I received my doctorate degree in clinical psychology from the California School of Professional Psychology at Alliant International University in 2010. I received the Outstanding Doctoral of Psychology award for excellence in academic achievement, research contributions and clinical practice. I have been described as a compassionate and active therapist who is greatly dedicated to helping clients make positive change. As a psychologist, I bring certain expertise to our collaboration while you bring self-knowledge, the ability to learn from your life experiences, and a vision of what you want your life to be like. I realize that entering therapy is a large emotional and financial commitment, and do everything I can to make the most of your investment. That said, if you come to therapy with an issue that I feel is outside my area of competence, I will provide you with referrals to other treatment providers who have qualifications more specific to your needs. Please feel free to ask any questions you have about my academic or professional qualifications.

What is Psychotherapy?

The experience of therapy differs for everyone since each therapist and each individual entering therapy is unique. In general, psychotherapy includes therapists helping clients get to know themselves better and increase their self-awareness. Therapy is not a process of therapists telling clients how to live or what choices to make. The purpose of the therapeutic relationship is to help the client change their life in a positive way.

Many people think you have to be "sick" before seeking out therapy, but this isn't true. Just as you don't have to be drowning before taking swimming lessons; your life doesn't have to be falling apart before seeking therapy. An early psychological consultation may help you deal with problems before they become critical.

In the beginning, the client and therapist work together to determine the exact goal(s) that the client wants to achieve through therapy. Treatment goals can be general or specific depending on the problem that brought the client to therapy. In general, therapists are trained to identify patterns of behavior and thought that clients may or may not be aware of. Often old patterns can stand in your way, making change difficult or impossible. Therapists can help you break out of time-worn ruts and find new ways of living.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select.

Benefits and Risks

There are many potential benefits to participating in psychotherapy. Depending on why you are seeking treatment and what issues you bring with you into therapy, you may experience some or all of these benefits: symptom reduction, solution to specific problems, increased well-being, improved relationships, increased self-knowledge, a sense of pride, increased self-esteem, freedom from destructive patterns of behavior, and increased overall enjoyment of life.

There are some risks to entering therapy. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, or helplessness. You may also feel worse before you begin to feel better because you may be facing difficult issues for the first time. Some people choose to leave therapy when they begin to experience more emotional pain during sessions. While this self-protective behavior is understandable, it is ultimately leaving you with the same problems that brought you into therapy. If you feel the urge to end therapy, please discuss it with me before doing so.

Alternatives to Therapy

Psychotherapy is not the only option for dealing with emotional issues. There are many alternative treatments available depending on the problems that bring you to therapy. Pastoral counseling, 12 step groups, diet and exercise, prayer, yoga, psychotropic medications, and self-help books have all proven effective for some people with various conditions. Of course, there is always the option of choosing no treatment at all. There is also the possibility that I am not the right therapist for you. If you feel that psychotherapy is not the right approach for you or that we are not a good match, feel free to speak with me about your alternative treatment choices. I will not be offended or hurt, but instead will try to help you find the best solution. I am also able to provide referrals to other therapists, psychiatrists, books, or other resource options if you choose them.

Confidentiality

As a psychotherapy client, you have privileged communication. This means that your therapeutic relationship with me, all information disclosed in our sessions, and the written records of those sessions are confidential and may not be revealed to anyone without your written permission, except where the law requires disclosure. Most of the provisions explaining when the law requires disclosures are described in the enclosed *Notice of Privacy Practices*.

When Disclosure Is Required by Law

Disclosure is required when there is a reasonable suspicion of child abuse, elder or dependent adult abuse or neglect, and when a client present a danger to self, others, property, or is gravely disabled.

If you mention any of these situations during one of your sessions, I am required by law to break confidentiality and contact the proper authorities. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. If a client communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the client, or contact others who can assist in protecting the victim

When Disclosure May be Required by Law

Disclosure may be required in a legal proceeding. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain your psychotherapy records and/or my testimony. Additionally, if you have not paid your bill for treatment in a long period of time, your name, payment record and last known address may be sent to a collection agency or small claims court.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself. If a government agency is requesting the information pursuant to their legal authority, I may be required to provide it for them. If a patient files a worker's compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have.

Limits of Confidentiality in Couples or Family Work

In couples or family treatment, please be aware that information shared with me will be discussed with your partner or family if they are participating in treatment. I will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell me. At such times, it may be most appropriate for you to seek the support of an individual therapist who can consult with me regarding the broad issues, and not the specifics of your secret(s).

Policy Regarding Consent for the Treatment of a Minor Child

I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent to give consent for psychotherapy, I will require that parent to submit supporting legal documentation, such as a custody order, prior to the start of services.

My role as your child's therapist is to provide support and help them attain therapeutic goals (i.e. decrease acting out behavior, develop coping skills, increase self-esteem etc.). Please note that I am not a custody evaluator and will not make any determinations verbally or in writing regarding custody arrangements, opinions on parental fitness, or other topics involving custody. If your child is coming to treatment for issues involving divorce or custody arrangements, and you are seeking a treatment provider that specializes in custody evaluations, I am happy to provide you with referrals. Although I have worked with families and children adjusting to divorce, custody determination is not my specialty. In the situation of working with children in high-conflict divorce cases, I will likely refer out to a professional who specializes in this area.

When working with children I often take a Family Systems approach, meaning, I may ask to incorporate the family in treatment if I believe it will be beneficial for the child. Also, it may be the case that I ask the parent to meet with me individually for parent coaching or consultation between sessions with the child.

The Therapeutic Relationship

Because clients often disclose many deeply felt personal thoughts and experiences, the therapeutic relationship can become very close and important. Although this closeness is normal, it is necessary for all clients to recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any business endeavors. Should we meet by chance on the street or at a social gathering, I will not approach you in an effort to maintain your confidentiality. If you choose to say hello I will gladly respond to you but will keep our conversation to a minimum to again preserve your privacy.

While talking about sexual thoughts or feelings may be a part of therapy for some people, actual sexual relations between clients and psychotherapists is NEVER ALLOWED. These boundaries are important for ethical, professional, and effective psychotherapy. If you have had a sexual relationship with a therapist in the past I can provide you with support and resources to help you deal with that experience. While I am strongly opposed to these types of relationships, your confidentiality still applies and I cannot report that therapist for the sexual relations.

In sum, therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. Please discuss this with me if you have questions or concerns.

Medical Issues and Medication

Your physical health can have a profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You are also strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and/or care.

Medications can be quite helpful and in some cases are essential. Since I am a Doctor of Psychology and not of medicine, I do not prescribe medications. However, I can assist you in learning more about medications, finding a psychiatrist, and coordinating your treatment with him or her.

Substance Use

You are asked to refrain from being under the influence of alcohol and/or recreational drugs during our sessions. If you choose to come to a session intoxicated, I might end our session early. I also may re-evaluate the feasibility of continuing our work together.

Frequency and Duration of Sessions

During the first few sessions, we will set up a schedule of appointments and tentatively work out how long you may need to continue in therapy to achieve your goals. Often, one day a week for three or four months is required, depending on how much work needs to be done and how much time you choose to invest. The length of time can be adjusted as new insights are made or new problems appear. In any case, how long you are in therapy is up to you. Part of my job is to help you develop a treatment plan, track your progress, and help you determine when it's time to end. Each session lasts approximately 50 minutes unless otherwise arranged.

Professional Records

The laws of California and the standards of my profession require that I keep treatment records. The information in your electronic medical record is utilized in a number of ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment. I will maintain client records for seven years following termination of therapy (seven years after reaching age 18 for minor clients). However, after seven years, client's records will be destroyed in a manner that preserves confidentiality.

For clients younger than eighteen years of age, please be aware that the law may provide parents the right to examine treatment records. It is my policy to request that parents give up direct access to minor client's records. This often allows minor client's to discuss more information in session and improves treatment. If parents agree, I will provide them only with general information about the treatment, unless I feel there is a high risk that the minor client is facing serious jeopardy or harm. In that case, I will notify parents of my concern. Before giving parents any information, I will discuss the matter with the minor client, if possible, and do my best to handle any objections the minor client may have with what I am prepared to discuss.

Right to Request Restrictions

You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your *Authorization to Release Information* should be specified on the *Authorization*.

Right to Request Confidential Communications

You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail.

Right to Amend

If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

Right to an Accounting of Disclosures

You have the right to request an "Accounting of Disclosures." This is a list of the disclosures I have made of medical record information. That information is listed on the *Authorization to Release Information*, and will be provided to you at your written request.

Electronic Records and Electronic Protected Health Information (ePHI)

The HIPAA Privacy Rule protects the privacy of individually identifiable health information, called protected health information (PHI), as explained in the Privacy Rule. The Security Rule protects a subset of information covered by the Privacy Rule, which is all individually identifiable health information a covered entity creates, receives, maintains or transmits in electronic form. The Security Rule calls this information "electronic protected health information" (e-PHI). The Security Rule does not apply to PHI transmitted orally or in writing.

Electronic records are subject to similar concerns and requirements as paper records. I keep electronic medical records on each patient. The 2005 HIPAA Security Rule provides specific guidance on managing electronic protected health information. It applies to practitioners who must comply with HIPAA and who store or transmit such information. The rule requires that I take special care in maintaining electronic records and that I conduct a risk analysis of specified issues and security measures appropriate for the practice. The electronic practice management company that I use takes reasonable efforts to maintain their service in a manner that includes appropriate administrative, technical and physical security measures designed to protect the confidentiality, availability and integrity of ePHI as required by HIPAA. The database is fully encrypted, access to the application is encrypted, data is backed up regularly at a SAS 70 Type II certified data center, strong passwords are required and changed frequently, all actions are logged which offers a strong audit trail, powerful firewalls protect the servers, allows ability to print a paper copy of medical file, and limited IP addresses are allowed to access the service.

I make reasonable and appropriate administrative, technical, and physical safeguards for protecting ePHI. Including: (1) Ensuring the confidentiality, integrity, and availability of all e-PHI that I create, receive, maintain or transmit; (2) Identifying and protecting against reasonably anticipated threats to the security or integrity of the information; (3) Protecting against reasonably anticipated, impermissible uses or disclosures; and (3) Ensuring compliance by my workforce.

Workstation, Device Security, and Technical Safeguards

I implement policies and procedures to specify proper use of and access to workstations and electronic media. I have policies and procedures regarding the transfer, removal, disposal, and re-use of electronic media, to ensure appropriate protection of electronic protected health information. I also have several technical safeguards to protect your health information including:

- Access Control. I implement technical policies and procedures that allow only authorized persons to access electronic protected health information (ePHI).
- Audit Controls. I implement hardware, software, and/or procedural mechanisms to record and examine access and other activity in information systems that contain or use ePHI.
- Integrity Controls. I implement policies and procedures to ensure that ePHI is not improperly altered or destroyed.
- Transmission Security. I implement technical security measures that guard against unauthorized access to ePHI that is being transmitted over an electronic network.

Right to Inspect and Copy

You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. I typically provide a treatment summary when there is a request for records. If I deny you access to your records, you can request to speak with an independent colleague of mine about the situation. Your request for independent review of your original request for records should also be made in writing. If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request.

Professional Consultation

I consult regularly with other professionals regarding my clients in order to provide you with the best possible service. Names and other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained.

Record Privacy Arrangement

I share office space with other independent mental health professionals. The clinical services provided by Compassionate Therapy and Cynthia Robles, MFT are completely independent from my services. Our professional records are separately maintained.

Diagnosis

Within our first few meetings, I will form a diagnostic impression of the problems you are bringing into therapy. Some commonly known clinical disorders include: depression, anxiety, phobias, substance abuse, adjustment disorders, etc. It is important to remember that not all clients receive a diagnosis. However, if you do meet criteria for a diagnosis, it is your information and you are entitled to it. Feel free to talk to me about your diagnosis and what it might mean to you.

Payment and Financial Arrangements

The fee for professional services are to be paid at the time of service, unless we have agreed to other arrangements prior to our meeting. If you miss two payments, treatment will be suspended until your balance is paid in full except in cases of emergencies. The reason for this is to prevent the additional discomfort that comes into therapy when there is a substantial amount of money owed. If you are late, we will end on time and not run into the next person's session. An annual fee increase will occur every August and I will remind you of this well in advance. I can also provide you with an invoice for services rendered to be used for tax or insurance purposes upon request. Fees you pay for therapy services that are not reimbursed by insurance may be deductible as medical expenses if you itemize deductions on your tax return.

<u>Services Offered</u>	<u>Fee</u>
Individual, Couple or Family 50-minute session	\$140
Video or phone sessions offered for patients who travel	\$140

You may pay by cash, check, or credit card (Visa/MasterCard). Checks should be made out to: Dr. Amber Learn. If a personal check is returned for insufficient funds, there will be an additional \$25 fee to cover banking charges. Services involving additional fees include: psychological assessment, report writing, telephone conversations lasting longer than 15 minutes, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Fees for additional services will be billed at my hourly rate of \$140.00.

Some or all of your fees may be covered by your health insurance, if you have outpatient mental health coverage. **I am an in-network provider for MHN Behavioral Health, a subsidiary of Health Net Inc., and would be happy to electronically submit insurance claims on your behalf. You are responsible for all copayments and coinsurance amounts at the time of service. MHN does not provide payment for missed or late cancellations. You will be responsible for payment of missed or late cancellations. My cancellation fee is \$100.** I can provide you with a Superbill to submit to your insurance provider if you are covered by a different insurance plan. Please be aware that insurance companies do not reimburse for all conditions that may be the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage.

Cancellation Policy

Scheduling a session establishes a contract between us whereby you have the exclusive use of my time for your scheduled appointment. In the event that you are unable to keep your appointment, I ask that you cancel as soon as possible but at least by 5:00 PM the day before your scheduled session. If you need to change or cancel a session leave me a telephone message at 858-610-4625 or email me at Info@DrAmberLearn.com. **If you do not attend a scheduled session, you will be charged \$100 cancellation fee.** The cancellation fee will be waived if you cancel by 5:00 PM the day before your scheduled session; however, the fee will not be waived more than once every two months.

Likewise, I will call you by 5:00 PM the day before your scheduled session in the rare instance that I need to cancel or reschedule an appointment.

Contacting Me

I am often not immediately available by telephone. While I am usually in my office between 10AM and 6PM, I will not answer the phone when I am with a client. You may call me at 858-610-4625. You may also e-mail me at Info@DrAmberLearn.com. Please note, despite using several security measures, I cannot guarantee the confidentiality of communication sent via cell phones or the internet. I will make every effort to return your call/e-mail within 24 hours, with the exception of weekends, holidays, and scheduled vacations. I retrieve and return messages Monday through Friday 10AM thru 6PM, excluding holidays. Messages left after 5PM Thursday will be returned the following business day. If you are experiencing an emergency, immediately contact your physician, go to the nearest emergency room, or call 911.

Email Communications

I will use email communication with your consent and only for administrative purposes- unless we have made another arrangements. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your next therapy session. I use the email provider hushmail, a service which complies with the Health Insurance Portability and Accountability Act (HIPAA) by encrypting emails and requiring a password before emails can be opened. **I will provide you with your personal email password in session.** Please keep that password and use it to open all email correspondence from me. Also, please notify me at the beginning of treatment if you would like to avoid or limit the use of email communication. **My email address is Info@DrAmberLearn.com.**

Text Messaging

Texting can be a useful means of communication; however, **I do not offer text messaging as a way to schedule or administratively manage appointments. I apologize for the inconvenience that this may cause.** Your confidentiality and safety are my primary concern. Please feel free to leave me a voice mail or send me an email if you would like to contact me between our scheduled sessions.

Ending Treatment

Ending treatment is inevitable. Usually, we will work together to make the decision to end treatment when the time is right; however, either of us may terminate our work together if we do not think it is in your best interest to continue. However decided, ending treatment can and ought to be made a valuable part of the experience. I typically will ask that we meet for one or two sessions after an agreement to end therapy. Such sessions are usually quite rewarding, allowing us to review your goals and accomplishments, outline any further work to be done, and examine your options for the future. It is also important to discuss if you would like to take a vacation from therapy. We often can arrange for such time to be maximally productive if discussed in advance.

In the future, if you feel the need to return to therapy as new issues arise, you are welcome to contact me and schedule an appointment. Going back to therapy is not a failure but instead it is an indication that you have learned to identify times when you could use some extra support and guidance in your life.

Professional Will

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a colleague who is a licensed psychologist as my professional executor. If I die or become incapacitated, my professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide

psychological services if needed; and/or to facilitate continued care with another qualified professional if needed. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you. The executor of my professional will is Dr. Katie Erreca and her contact information can be found at www.DrKatieErreca.com.

Complaints

If you believe that I have acted unprofessionally, irresponsibly, or illegally in any way, you can file a complaint with the Department of Consumer Affairs’ Board of Psychology. The Board receives and responds to questions and complaints regarding the practice of psychology. You may contact them by calling 1-866-503-3221, electronically filing a complaint at <http://www.psychboard.ca.gov/consumers/complaints.shtml>, or by writing to the Board of Psychology at 1625 North Market Boulevard, **Suite N-215, Sacramento CA 95834**. You are always welcome and encouraged to discuss complaints or disappointments with me personally.

Complaints Regarding Privacy Rights

If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent colleague of mine, or with the U.S. Department of Health and Human Services, 50 United Nations Plaza, Room 322, San Francisco, CA, 94102. You will not be penalized for filing a complaint.

You have the right to a paper copy of this document and my Notice of Privacy Practices, and you will be offered copies of both when you sign the original for your medical record. Both these forms are also available on my website at www.DrAmberLearn.com/forms. I reserve the right to change my policies as outlined herein. If they change, you will be informed of that change and will be provided with a copy of the current document if desired.

Acknowledgement

Now that you’ve taken the time to read this information, I would like to end by sincerely welcoming you to my practice. I look forward to a successful and therapeutic relationship with you.

I, _____ have read, understood and consented to this informed consent document and all of my questions regarding its contents have been answered to my satisfaction. I have also received and acknowledge the practitioners Notice of Privacy Practices.

Client/Parent Signature

Date

Amber Learn, Psy.D. PSY 25444

Date