



*Cognitive Balance Center  
Kimberly Lauro, Ph.D.  
CA Psy #27820  
7734 Herschel Ave. #D  
La Jolla, CA 92037*

### **INFORMED CONSENT FOR PSYCHOTHERAPY SERVICE**

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about prior to beginning a therapeutic relationship with Dr. Lauro. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

#### **My Responsibilities to You as Your Therapist**

##### **I. Confidentiality**

With the exception of **three** certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency.

I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you, however, you remain the client and others will be your invited guest.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal

circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are **three** legal exceptions to your right to confidentiality. I will attempt to inform you of any time when I think I will have to put these into effect/breach your confidentiality.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services (CSP) or Adult Protective Services (APS) immediately. If you are between the ages of 16 and 18 and you tell me that you are having sex with someone more than five years older than you, or sex with a teacher or a coach, I must also report this to CPS.
3. If I believe that you are in imminent danger of harming yourself or are gravely disabled I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

## II. Couples and Family Therapy

If you and your partner or members of your family unit decide to have some individual sessions as part of therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

## III. Record-keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

#### IV. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party for billing reconciliation. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. This includes Super-bills for reimbursement.

#### V. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

#### VI. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules.

#### VII. Risks of Therapy

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

If I am not, in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgement not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, any of my staff or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from

therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence.

If you are experiencing an emergency or if you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

### Your Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours' notice, you must pay for that session at our next regularly scheduled meeting. The voicemail system has a time and date stamp which will keep track of the time that you called me to cancel. I cannot bill these sessions to your insurance. The only exception to this rule about cancellation is if you would endanger yourself by attempting to or if you or someone whose caregiver you are has fallen ill suddenly. If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another individual.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee for a session is \$165.00. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

### IX. Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and

with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Examining Board for CA Board of Psychology.

**X. Your Confidentiality Responsibility**

You are also free to discuss your therapy with anyone you wish, and do not have any responsibility to maintain confidentiality about your care as you are the person who has the right to decide what you want kept confidential.

Client's Printed Name: \_\_\_\_\_

Client's Signed Name and Date: \_\_\_\_\_

Provider's Printed Name: \_\_\_\_\_

Providers Signed Name and Date: \_\_\_\_\_