

## Office Policies and Informed Consent

*This form provides you with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis (Revised 1/05). Much of the information will not be pertinent in your case, as it applies more to a private practice setting, but it is important to understand all of the possibilities.*

**Confidentiality:** All information disclosed within the TF program and in the written records pertaining to that program is confidential and may not be revealed to anyone without your written permission, except where law requires disclosure. TF licensed clinical staff may discuss pertinent details of your case during confidential team meetings.

**When disclosure is required by law:** Some of the circumstances when disclosure is required by the law are: when there is a reasonable suspicion of child, dependent or elder abuse or neglect; indication of use of child pornography; when a client presents a danger to self, to others, to property, or is greatly disabled, or when a client's family member communicates to the therapist that the client presents a danger to others.

Danger to self or others: If I believed you to be a danger to yourself or others, I may have to breach confidentiality. I would try to discuss this with you and would disclose information only as a last resort, disclosing only information sufficient to protect you or those that I believe to be in danger, no more and no less.

Reporting Requirements: We are mandatory reporters for child, dependent adult, and elder abuse. This state has very strict reporting requirements regarding child, dependent and elder abuse. Abuse can include, but is not limited to, physical abuse, sexual abuse or exploitation, neglect, viewing and/or downloading of child pornography or other images of sexual exploitation of minors, and/or financial exploitation. This is also true if the senders and recipient are minors texting sexual content or photographs to another minor. If you disclose information that leads me reasonably that abuse of a child, dependent adult, or elder abuse has occurred, I am required by law to report the suspected abuse.

**When disclosure may be required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the records and or testimony by a therapist. In couples and family therapy, or when different family members are seen individually even over a period of time, confidentiality and privilege do not apply between the couple or among family members unless otherwise agreed upon. The therapist will use his/her clinical judgment when revealing such information. The therapist will not release records to any outside party unless he/she is authorized to do so by all family members who were part of the treatment.

**Litigation limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a personal and confidential nature, it is agreed that: should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits etc.) neither you nor your attorney nor anyone else acting on your behalf will call on Transitioning Families to testify in court or at any other proceeding. Nor will the disclosure of the notes/records be requested unless otherwise agreed upon. Without this agreement, it would be very difficult to help the family in an authentic, transparent, and effective manner. Despite this being said, we do occasionally receive subpoenas regarding the services that have been offered in the TF program. Should this occur, California law requires that I respond to subpoenas and court orders requesting testimony or production of records. If I were ever to be subpoenaed, I would assert privilege on your behalf and refuse to testify or produce records, but ultimately a judge would have final say as to what remains confidential. If I am ever subpoenaed or ordered to provide information, I will contact you and discuss the subpoena with you. The party that is responsible for the subpoena will be liable for all the expenses incurred in responding to this subpoena, whether for a Fact or Expert Testimony, and the fees will be due and payable prior to the Court hearing. This will include travel time, preparation, consultation, and legal advice. (See Attached Addendum).

**Consultation:** We may consult with other professionals regarding certain cases, however the identity of the clients will remain completely anonymous, and confidentiality will be fully maintained.

**Emails, cell phones, computers and faxes:** It is very important to be aware that computers, email, and cell phone communications can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Additionally, our emails are not encrypted, although they are sent via a HIPAA-compliant server. Faxes can easily be sent erroneously to the wrong address. Please notify us if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone or faxes. If you communicate confidential or highly private information via email, we will assume that you have made an informed decision. We will view this as your agreement to take the risk that such communication may be intercepted, and we will honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

**Records and your right to review them:** Both the law and the ethical standards of our professional practice require that we keep appropriate treatment records for at least seven years. Unless otherwise agreed to, the clinical records are retained only as long as is mandated by California law. If you have concerns regarding treatment records, please discuss these concerns with the clinical team. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the clinician assesses that releasing such information might be harmful in anyway. There are two standards for withholding records, one for minors and another for adults. For minors, the standard is “Where

the health care provider determines that access to the patient records requested by the representative would have a detrimental effect on the provider's professional relationship with the minor patient or the minor's physical safety or psychological well-being..." (*Health & Safety Code § 123115(a)(2)*.) For adults, the standard is: "When a health care provider determines there is a substantial risk of significant adverse or detrimental consequences to a patient in seeing or receiving a copy of mental health records requested by the patient. . ." In such a cases , the therapist will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request the therapist will release information to any agency/person you specify, unless again the therapist assesses that releasing such information might be harmful in anyway. When more than one client is involved in treatment, such as in cases of our workshops, couples therapy and family therapy, the therapist will release records only with signed authorization from all of the adults (or all those who legally can authorize such a release) involved in the treatment. In the case of a minor child the parents with legal custody hold the privilege for the records of the child/children.

**Telephone and emergency procedures:** We check our messages once per 24 hour period unless we are out of town. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away call Psychiatric Emergency Services: Santa Rosa 707-565-4970; Sonoma 24 hour crisis line 707-938-4357; or the police at 911. Please do not use email or faxes for emergencies. We do not always check our email or faxes daily. While you are in enrolled during the program, you will be given whatever numbers you may need during that time.

**Payments and fees:** TF and clients will discuss arrangement of fees at the onset of treatment. Other services such as travel time, telephone conversations, report writing, and consultation with other professionals maybe be billed at the same rate, unless indicated and agreed upon otherwise. Please tell us if any problems arise during the course of therapy regarding your ability to make timely payments. If your account is overdue or unpaid, and there is no agreement on a payment plan, Transitioning Families can use legal or other means (collection agencies, courts, etc.) to obtain payment. Please make all checks payable to Transitioning Families. Regarding the use of health insurance: **Please be advised that Transitioning Families does not except insurance payment from health insurance plans.** We do not guarantee that any services will be covered by insurance. You are 100% responsible for services provided, whether or not some of your services may be covered by insurance.

**The process of therapy and risks of treatment:** Participation in reunification therapy can result in a number of benefits to you, including improved interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working towards these benefits requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Sometimes more than one approach can be helpful in dealing with a certain situation. During treatment, the recollection of or discussion of unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort. This can manifest in the form of strong feelings of anger, sadness, worry, etc. Other reactions include high anxiety, depression, insomnia

etc. The clinical team may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations. This challenge can cause you to feel very upset, angry, depressed or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended.

There is no guarantee that therapy will yield positive or intended results. During the course of the workshop, we may draw on various psychological approaches according, in part, to the problem that is being treated and the assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive behavioral, cognitive, psychodynamic, existential, family system, developmental, humanistic or psycho-educational. Transitioning Families **does not** provide custody evaluations, medication or prescription recommendations, or legal advice, as these do not fall within the scope of our practice.

Crisis creates vulnerability. Every effort is made to empower the family to make their own decisions and to create options from which you can choose. Informed consent is an important component to the work. These choices are a crucial part of the treatment regardless of the stage of the treatment process. It is possible that the work in this treatment may reveal hidden issues that are distressing and disruptive. In some cases the issues can be readily addressed in the context of the workshop. In other cases, adjunct work with an existing therapist (or referrals to new therapists or agencies) is an important component for ongoing growth.

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**Discussion of treatment plan:** During the process of the workshop, Transitioning Families staff will discuss with you our working understanding of the issues, the treatment plan, the therapeutic objectives, and our view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your treatment, their possible risks, our expert expertise employing them, or about the treatment plan itself, please ask and you will be answered in an authentic and transparent manner. You also have the right to ask about other treatments for your family, and their risks and benefits. If you could benefit from any treatment that we do not provide, we have an ethical obligation to assist you in obtaining those treatments.

**Notify us about necessary accommodations:** If there is a need for access to ADA compliant facilities, please notify staff during the intake process so we can provide accommodations. If there are known allergies and emergency medication for same, it is the responsibility of the family to have this on site.

**Termination:** As set forth above, there will be ongoing discussion about the course of treatment. If at any point during treatment, it is assessed that we are not effective in helping you reach the therapeutic goals or that you are noncompliant, we are obligated to discuss this with you and, if appropriate, to terminate treatment. In such a case, we would give you a number of suggestions and/or recommendations that may be of help to you. If you requested and authorized it in

writing, we will talk to the program of your choice in order to help with the transition. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, we will offer to provide you with names of other qualified programs.

**Signature:** Please sign and date below that you have read, understand, and agree to the terms of these policies.

Client name (print) : \_\_\_\_\_

Client signature \_\_\_\_\_ Date \_\_\_\_\_

Client name (print): \_\_\_\_\_

Client signature: \_\_\_\_\_ Date \_\_\_\_\_

Witness name (print): \_\_\_\_\_

Witness signature \_\_\_\_\_ Date \_\_\_\_\_