

KRISTY MALONE LMFT, NTP

PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about for your wellbeing. There are also certain limitations to those rights of which you should be aware. As a therapist, I have corresponding responsibilities to you. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

MY RESPONSIBILITIES TO YOU AS YOUR THERAPIST

I. Confidentiality

With the exception of 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 who is also presiding over your care. Additionally, in case of emergency, I may contact a member of your family without your prior consent. You may direct me to share information with whomever you chose (with written consent), and you can change your mind and revoke that permission at any time. 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 or via text at some point in our work together, please be aware that these forms of communication are not completely confidential. I participate in regular clinical consultation meetings in which I discuss cases with other clinicians in this office. In these clinical meetings, details of our work together (but not your full name or personal information) may be discussed with the goal of gaining additional insights so that I may more effectively assist you with meeting your goals for therapy. You have a right to request that any or all of the information from our work together not be shared in these clinical consultation meetings at any time.

The following are legal exceptions to your right to 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 any reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else that is doing this, I must inform Child Protective Services or Adult Protective Services immediately.
- 3) If I believe that you are in imminent danger of harming yourself, 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 or the police for a welfare check.
- 4) The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couple's therapy with me. If you and your partner decide to have some individual sessions as part of the couples 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.

II. On-Line Video & Remote Therapy Release

Remote therapy involves receiving therapy remotely with the help of a live video link. The live video link will allow you to talk to and see me on a TV or computer screen. If you are receiving remote therapy from outside the state of California, you must be followed by a local provider in order to receive remote therapy sessions. Your local provider is your primary provider, who will be primarily responsible for your treatment. Our remote therapy sessions are considered ancillary services to assist in the treatment that you are receiving from your local providers. By signing this form, you understand that I cannot be held responsible for providing care in the event of an emergency. Emergencies situations that are outside the scope of my responsibility include, but are not limited to suicide risk assessment and other emergency situations that require immediate care. If you receive remote therapy and have symptoms requiring medical attention, please contact your local provider for assistance in getting you care.

Some of the video meeting procedures are relatively new and are attempts to advance medical treatment. You understand that there may be some unknown or unanticipated discomforts or risks related to remote therapy such as information being transmitted through the internet and the possibility of privacy and confidentiality being jeopardized due to electronic transmission. Since these risks are inherent in remote therapy sessions, I am not liable for loss of privacy and confidentiality due to problems in electronic transmission beyond our control.

III. Treatment of a Minor

I generally require the consent of both parents prior to providing any services to a minor child. However, in some cases, a child over twelve years old is able to consent to his/her own therapy without the written approval of a parent or guardian. In the event that the parents are separated or divorced, I will require that the parent/guardian seeking therapy submit supporting legal documentation (such as a custody order) prior to beginning services. This is to assure that we are working in accordance with the custody order, and to determine if both parents need to consent to the services. Psychotherapy can only be effective if there is a trusting, confidential relationship between the therapist and client. This is a standard that I ask parents/guardian to respect and to allow there to be privacy in the sessions with the minor. The parent/guardian can expect to be kept up to date as to the client's progress in therapy, but will typically not be privy to detailed discussions between the therapist and client. However, they can expect to be informed in the event of any serious concerns I might have regarding the safety or well being of the client, including suicidality.

IV. Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which the client and another individual, or entity, are parties. I have a policy of not communicating with the client's attorney, or legal representative, and will generally not write or sign letters, reports, declarations, or affidavits to be used in the client's legal matter. I will not make any recommendation as to custody or visitation regarding a minor client. I will generally not provide records, unless given written request from client (see Record-Keeping below). For minor clients, I will generally not provide records, unless ordered to do so by the court. Should I be subpoenaed, or ordered by a court of law to appear as a witness in an action involving the client, the client, or the parent/guardian agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my rate of \$150 per hour.

V. Psychotherapist-Client Privilege

The information disclosed by the client, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-client privilege results from the special relationship between therapist and client in the eyes of the law. It is similar to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-client privilege. If I receive a subpoena for records, deposition, testimony, or testimony in a court of law, I will assert the psychotherapist-client privilege on the client's behalf until instructed, in writing, to do otherwise by the client or the client's representative. The client should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. The client should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

Minor Clients

If I receive a subpoena for records, deposition, testimony, or testimony in a court of law, I will assert the psychotherapist-client privilege on the client's behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on the client's behalf. When a patient is a minor child, the holder of the psychotherapist-client privilege is either the minor, a court-appointed guardian, or the minor's counsel. Parents typically do not have the authority to waive the psychotherapist-client privilege for their minor children, unless given such authority by a court of law. The representative is encouraged to discuss any concerns regarding the psychotherapist-client privilege with his/her attorney.

VI. Record-keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and a summary of 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.

VII. 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 in order to be paid. Diagnoses are technical terms that describe the nature of your problems and an indication whether they are short-term or long-term problems.

VIII. Managed Mental Health Care

If your therapy is being paid for in full, or in part by a managed care company, there are usually limitations to your rights as a client imposed by the contract of the managed care firm. These are usually conditions that are specific to your policy, and may include a limit to the number of sessions available to you, or the time period within which you must complete your therapy. Although rare, some companies may require progress notes, or copies of your case file. I do not have control over these requirements, and must oblige with their requests.

MY TRAINING AND APPROACH TO THERAPY

I am a licensed Marriage and Family Therapist (Lic #115688, CA) in private practice. I completed a Master's degree in Marriage and Family Therapy in 2011 from Auburn University, and I am also a trained Nutritional Therapy Practitioner. I use a variety of treatment approaches including, but not limited to, Cognitive Behavioral Therapy, EMDR, trauma-informed, and solution-focused. I also take a strengths-based approach that highlights my clients' abilities and positive qualities even when working through problems. I value empathic listening and the importance of my clients being heard, understood, and validated.

It is my intent that I facilitate the growth and development of you and your family (if applicable) to the very best of my ability. Therapy is a joint effort between therapist and client(s) where we work together to resolve the issues that brought you to therapy in the first place. Participation in therapy can result in a number of benefits, but it can also result in changes that were not originally intended. Therapy can involve discomfort and difficult emotions. There may be times where I challenge your perceptions and assumptions, and offer an alternative perspective. You may find that you feel worse before you feel better. I encourage you to address any concerns you have regarding your progress in therapy with me directly.

I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal; it would be an abuse of the power I have as a therapist.

You normally will be the one who decides therapy will end, with some exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. 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 judgment, not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you threaten violence, verbally or physically, or harass the office, my family, or myself, I reserve the right to terminate you unilaterally and immediately from treatment. If you repeatedly fail to show up for appointments or repeatedly cancel appointments you have made I reserve the right to remove you from my caseload and will provide you with a referral for another therapist.

You may contact me at 760-652-9776 Monday through Friday until 7 pm. I am often not immediately available by telephone, and prefer text message for scheduling questions. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voicemail or send me a text message and I will try my best to reach you within 24 hours, but it may take a day or two for non-urgent matters. On weekends or holidays, I will only return calls in cases of emergency. Otherwise, I will return calls on Monday or the day after the holiday. Phone calls are generally limited to 10 minutes; beyond this time, you will be charged at a prorated amount of my usual fee. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call, or if you feel unable to keep yourself safe, contact (1) 911, (2) the San Diego Access & Crisis Line at (888) 724-7240, (3) the police, or (4) go to your local hospital emergency room and ask for the psychologist or psychiatrist on call. 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.

YOUR FINANCIAL RESPONSIBILITIES

You are responsible for coming to your session on time and at the time we have scheduled. Please be aware that sessions are 45 minutes, unless we have discussed together doing longer sessions (usually appropriate for couples therapy sessions, or EMDR sessions). If you are late, we will end on time and not run over into the next person's session. **If you are more than 15 minutes late for a 45-minute session without notifying me, I will not hold the session and it will be considered a late cancellation. If you miss a session without canceling, or cancel with less than 24-hour notice, you must pay a fee of \$80. Please note that I cannot bill these missed session fees to your insurance.** Please also note that I try very hard to accommodate my clients' schedules, which can be very complicated. Repetitive cancellations (even outside of the 24 hour period) and scheduling changes can make scheduling even

more difficult. Although I understand that canceling and changing of your appointment is sometimes unavoidable, if there are repetitive cancelations or changes I will likely offer you a referral to a clinician who may have more flexibility in their schedule. **My fee for a standard session is \$150.00, unless we have agreed upon a different fee or non-standard session (such as EMDR).** Emergency phone calls of less than ten minutes are normally provided at no cost. 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. My fees adjust every year; if a fee raise is approaching I will inform you directly one-month minimum prior to the raise.

YOUR RESPONSIBILITIES IF YOU ARE USING INSURANCE

If you have insurance, you are responsible for providing me with the information I need to send in your bill. Although we will check your benefits for our information, please be advised that insurance companies often give contradictory information. **It is your responsibility to contact them and find out personally what your behavioral health benefits are, and what will be your personal responsibility for therapy.** I am not willing to have clients maintain a balance of unpaid fees, and co-pays are due at the time of service (unless otherwise agreed upon by the two of us). You are ultimately responsible for paying my fees. If your insurance company does not cover or pay for my services you must pay my fees and take the matter up with the insurance company directly. I require all clients to have an updated credit card on file in order to cover any unpaid co-pays or late fees at the end of each month. Balances not paid after 30 days will be subject to a \$35 dollar service fee and will accrue at an interest rate of 7% a month.

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 feedback 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 contact the Board of Behavioral Science, Sacramento, California. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about our conversations, since you are the person who has the right to decide what you want kept confidential.

CLIENT CONSENT TO PSYCHOTHERAPY

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$150 per session (if private pay), or other agreed upon rate of \$_____ (if applicable). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Coastal Counseling. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made to me.

I, the client, agree to the above outlined conditions of therapy. Additionally, I am over the age of eighteen, and able to sign on my own behalf.

Client(s) Name (please print)	Signature	Date
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Client(s) Name (please print)	Signature	Date
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Parent/Guardian Name, if client is a minor	Signature	Date
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Parent/Guardian Name, if client is a minor	Signature	Date
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Signature of Therapist	Date
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Client declined copy Client received copy