Informed Consent for MINDFULNESS BASED Cognitive Therapy

The state expects that you will be informed of all possible contingencies that might arise in the course of short – and long-term therapy. Please check to be sure you have read, understood, and discussed all questions with your therapist. An informed consent has the force of contract, so we cannot proceed until we reach an agreement on all items.

| Name | | Fee: First session \$160.00 Follow-up sessions \$140.00 |
|-------------------|------------------|--|
| Address | | |
| City | Zip Code | Phone |
| Mailing Addres | s (If different) | |
| Business Addre | ess | |
| Business Phone | | Birth Date |
| Social Security # | | Driver's License # |
| Referred by: | | |
| Medical Insura | nce | |
| Insured's Name | e (If different) | |
| Policy Number | | Group Number |

<u>Note on Cancellations</u>: 24 hour notice is required to cancel or change a scheduled appointment. You are responsible for the fee on session no-shows, late changes, or cancellations that are not a true emergency.

<u>Insurance Reimbursement</u>: Insurance companies will often reimburse for psychotherapy and counseling services. It is <u>your responsibility</u> to know your particular benefit eligibility. You can opt to pay me in advance and get a "super bill" from me to get reimbursement from your insurance carrier or I can bill

them directly if you have a pre-established authorization number. Since insurance companies decide at the time of receipt of claims whether to pay, if I bill on your behalf you agree to pay any and all fees they will not cover, in full, as mentioned on page 1 of this document.

<u>Confidentiality</u>: State law and professional ethics require therapists to maintain confidentiality except for the following situations:

- 1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
- 2. "Tarasoff" situations in which serious threat to a reasonably wellidentified victim is communicated to the therapist.
- 3. When threat to injure or kill oneself is communicated to the therapist.
- 4. If you are required to sign a release of confidential information by your medical insurance.
- 5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. Think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together.
- 6. Clients being seen in couple, family and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist from others involved in your treatment process.
- 7. I may at times speak with professional colleagues about our work without asking permission, but your identity will be disguised.
- 8. My personal secretary and office manager have access to locked records but are legally charged with confidentiality.
- 9. Clients under 18 do not have full confidentiality from their parents.
- 10. It is also important to be aware of other potential limits to confidentiality that include the following:
 - All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices.
 - Cell phones, portable phones, faxes, and e-mails are used on some occasions.
 - All electronic communication compromises your confidentiality.

<u>Fees</u>: The fee for services generally covers a 1 hour session and will be agreed upon before the first treatment session. Cost of living increases may

occur on an annual basis. Telephone calls may be charged at approximately the same rate as personal consultation \$140.00 per hour plus any telephone company charges. Interest at 12% per annum will be charged on all accounts over 60 days due.

<u>Availability</u>: The therapist is available for regularly scheduled appointment times. Dates of vacations and other exceptions will be given out in advance if possible. Telephone appointment times can be made by calling the office during regular office hours.

Emergency number where I can sometimes be reached: (253) 514-0525.

<u>Emergency service</u> can be obtained at: see/refer to enclosed list. Client, please acknowledge that you received the list of emergency numbers by initialing and dating here.

<u>Termination of Treatment</u>: The therapist may terminate treatment if payment is not timely, if prescriptions are not filled (such as seeking consultation, refraining from dangerous practices, coming to sessions sober, etc.), or if some problem emerges that is not within the scope of competence of the therapist. The usual minimal termination for MBCT is patient fills out exit paperwork; Beck Depression Inventory II plus patient feedback survey.

Clients are urged to consider the risks that major psychological transformation may have on current relationships and the possible need of psychiatric consultation during periods of extreme depression or agitation. Not all people experience improvement from psychotherapy and therapy may be emotionally painful at times. Referrals to individual counseling and psychiatrist are always available.

Patients have the right to refuse or to discontinue services at any time and complaints can be addressed to Arizona Board of Behavioral Health Examiners.

A brief list of the professional credentials of your therapist is listed below.

- M.A. Educational Psychology and Counseling, CSUN, 1989.
- Licensed Marriage Family Therapist, CA.,1991
- Licensed Marriage Family Therapist, WA.,2006
- Licensed Marriage Family Therapist, AZ., 2016

<u>What Is MBCT</u>? Mindfulness Based Cognitive Therapy is a skill based therapeutic process drawing on the effectiveness of cognitive therapy as

developed by Aaron Beck, M.D. and a form of Tibetan Meditation called Mindfulness Meditation. Dr. Beck' s method was found to be an effective tool in helping acutely depressed patients recover and lead more enriched lives. Depression is a serious illness and often requires medication. The combination of cognitive therapy and medication has proven the best treatment strategy for acute phases of depression, but they often return in their absence. Teasdale, Zindell and Williams determined that return of depressive symptoms is usually mediated through a sort of automatic thought and feeling pattern, that with skill building, tends to be interrupted.

Linking these patterns to responses to stress, they hypothesized a standardized stress reduction practice done daily could help. They studied the methods of another psychologist, Jon Kabat-Zinn Ph.D. who has been effectively treating stress with Mindfulness Meditation – a Tibetan tradition, going back thousands of years. They combined the two methods offering 8 weeks of training homework and daily one hour meditation practice for patients with excellent results. Results were published in August 2000 Journal of Consulting & Clinical Psychology: Prevention of Relapse/Recurrence in Major Depression by Mindfulness Based Cognitive Therapy ("MBCT"). MBCT is a skill based practice which represents a lifestyle change. Those in the study who were most improved practiced meditation as assigned one hour per day.

MINDFULNESS BASED COGNITIVE THERAPY is offered by your therapist on an individual basis. It has been shown to be effective in helping with a number of conditions including sleep problems, mood problems, and pain/stress reduction. Excerpts from journals are available upon request. Learning to work with thoughts and feelings and the association/impact of beliefs and attitudes can promote awareness which aids in more effective decisions and skillful actions.

MBCT is showing great promise to adjunct psychotherapy and medications as an important skill in the quest towards relapse prevention in major depression and stress reduction. As in other endeavors, your effort will make the difference. It can be stressful adding "downtime" to our busy fast-paced lives. Allowing for the commitment to heal at times requires a patience we have yet to discover.

Agreement for MBCT Consultation

I have read this informed consent completely and have raised any questions I might have about it with my therapist. I have received full and

satisfactory response and agree to the provisions freely and without reservations.

I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his/her professional association as well as the laws of the state of ARIZONA governing the practice of psychotherapy and that he/she is liable for infractions of those standards.

I understand that I will be fully responsible for any and all legal and/or collection costs arising as a result of my contact with my therapist, including appropriate compensation for his time involved in preparing for and doing court work.

I understand that my therapist from time to time makes teaching and research contributions using disguised client material. By consenting to treatment I am giving consent to this process of professional contribution and the right to use disguised material without financial remuneration.

Arbitration Agreement

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law, which [in Arizona] states as follows:

"NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRAIL. SEE ARTICLE ONE OF THIS CONTRACT."

Article 1: "It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by [state] law, and not by lawsuit or resort to court process except as [state] law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration." Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

This agreement constitutes the entirety of our professional contract. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

Client Signature

Date

Therapist Signature

Date

Statement of the Therapist

This document was discussed with the client and questions regarding fees, diagnosis, and treatment plan were discussed. I have assessed the client's mental capacity and found the client capable of giving an informed consent at this time.

Date and Initial of Therapist_____.