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Psychotherapy Information & Informed Consent

Therapy occurs within a professional relationship with clearly defined rights and responsibilities that are held by each person. The structure helps to create a supportive environment of comfort and safety to express feelings, take risk and promote self-discovery. As a client (or couple) in therapy, you have certain rights and limitations to those rights, which will be highlighted. As a therapist, I have certain responsibilities to you.

The Therapeutic Relationship-My Responsibility To You

1) Confidentiality

You have the right to confidentiality in your therapy session, except for certain conditions defined in state and federal statutes. I will not disclose to anyone what is said in therapy, or that you are seeking treatment with me. (For children and adolescents, I will discuss confidentiality with parents separately).

Under the provisions of the Health Care Information Act (1992), I may legally speak to another health care provider for consultation purposes or a member of your family, without your prior consent, if there is an emergency. If information needs to be released, you will sign a "release of information" form designating the specific information to be released. I will always act to protect your privacy even if you release me in writing to share information about you. Additionally, the Federal Health Insurance and Accountability Act (HIPAA) laws protect your confidentiality. This law insures the confidentiality of all electronic transmission about you whenever I transmit information electronically (e.g., sending bills, faxing) will be done with safeguards to insure confidentiality. Please be aware that if you choose to correspond with me via email, this form of communication isn't completely confidential.

The following are legal exceptions to your right to confidentiality. You will be informed should these go in effect.

- 1) If I have good reason to believe that you will do harm to another individual, I have a "mandatory" *duty to warn* and *duty to protect* that person or persons of your intentions. I must also contact the police and ask them to protect your intended victim.
- 2) If I believe you are in imminent danger of harming yourself or gravely disabled, I may legally break confidentiality and call "911" the police or county PET (psychiatric emergency team). I will however, explore other options of keeping you safe and if these steps were not taken, I would call the crisis team.
- 3) If I have suspicion 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 DCFS and Adult Protective Services immediately, and file a report within 24-48 hours.
- 4) If you disclose that another mental health or other health provider has engaged in sexual contact with a patient, including yourself, or is impaired in their practice, I will encourage

you to report by providing you with an information that sets forth your rights and remedies against the former health care professional.

The following are not legal exceptions to your confidentiality. However, it is a policy you should be aware of.

I. Record-Keeping

I keep very brief records, noting that you have been here, specific interventions used in session, topics we discussed and progress towards your goals. 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 make a copy of your file available to any other health care provider at your written request. I will maintain your records in a secure location that cannot be accessed by anyone else.

II. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care company, there are further limitations to your rights as a client imposed by the contract of the managed care company, These may include their decision to limit the number of session available to you, to decide the time period within which you must complete your therapy with me. These companies may require therapy progress reports or, in some cases, copies of your file. I will everything I can to maximize benefits to you by filing out necessary forms, gaining required authorization for treatment, and assisting you in advocating with you insurance company as needed.

III. 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 ask me to try something that you think is helpful. You 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.

My Training and Approach to Therapy

I have a Ph.D. in Clinical Psychology earned in 1993 at La Jolla University, in San Diego. I am a Licensed Psychologist, PSY14577 in California. I also have a Master's degree as a Child Life Specialist from Mills College, Oakland CA. I work with children who are hospitalized or have chronic and life threatening illness. Additionally, I work with adults experiencing changes and life transitions. My areas of special training and expertise include children, adolescents and their families. Specific issues include, ADHD, depression, anxiety, trauma, grief, loss, child abuse, learning issues, parenting, identity, and behavior problems.

My approach to therapy includes CBT (Cognitive-Behavioral Therapy) Psychodynamic and Short Term Solution-Focused treatment. More information about these theoretical orientations can be obtained on-line.

Some mental health issues can impact medical problems and vice versa. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems. I refer to both traditional and non-traditional practitioners, and will be glad to discuss with you pros and cons of various alternatives. I may suggest that you get involved with

a support group as part of your work with me. If another health care professional is working with you, I will need a release of information so we may communicate.

Potential Emotional Risks

Psychology is an inexact science, however, the field is moving toward more evidence-based practices. While the ultimate purpose of psychotherapy is to reduce your distress, and increase the likelihood of deeper understanding and personal change. Psychotherapy has no guarantees of yielding positive or intended results. Moreover, the process of treatment usually involves working through tough issues that may result in emotional or psychological pain. Making changes in your beliefs or behaviors may be scary. Some changes may be easy and swift, but more often it will be slow and possibly frustrating. Changing one aspect of your life may impact other aspects of life including, but not limited to, relationships, housing, employment, substance use, and leisure. It is important that you consider carefully whether these risks are worth the benefits of you changing. Most people who take these risks find that therapy is helpful.

Vacation or Absences

I will tell you well in advance of any anticipated absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. If I will be absent for a brief period of time I will not have coverage. I am available for brief between session phone calls during normal business hours. If you are experiencing an emergency when I am out of town or outside of normal business hours, please call 911, or go to the nearest hospital emergency room.

Your Responsibility as a Therapy Client

Regular attendance at your scheduled appointment is one of the keys to a successful outcome. Sessions last for 50 minutes. If you are late, we will end on time and not run into the next person's session. If you miss a session without cancelling, or cancel with less than 24 hours notice, you must pay for that session at the full session rate during our next regularly scheduled meeting. Insurance companies will not pay for missed sessions. If you no-show for two sessions in a row and don't respond to my attempts to reschedule, I will assume you have dropped out of therapy and will make the space available to another individual.

You are responsible for paying for your session weekly. My fee for a session is \$165. Usually, the first two sessions are for evaluation and taking an in-depth history of the presenting issues. Treatment will commence after the initial intake. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than 10 minutes are normally free. However, if I spend more than 10 minutes responding to emails, phone messages or phone calls, I will bill you at the prorated rate. I do work on a sliding-scale basis, if needed.

If I am a provider for an insurance group that you belong to, I will electronically bill them once per month. You are responsible to provide me with the information I need to send in your bill. You must pay your deductible annually and co-payment at each session. Most insurance companies need pre-authorization. If you have insurance and are considered a fee-for-service client, I will provide you with a "super bill" that you may submit to your insurance company for reimbursement.

Credit Card Payments

If you are a fee-for- services client and need to use a credit card for your convenience. There will be a fee charge of \$2.75 per transaction for the mobile device.

Complaints

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is never my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address any issues that might get in the way of therapy as soon as possible. This includes administrative and financial issues as well.

Client Consent to Psychotherapy

I have read this statement and considered it carefully. I understand the limits of confidentiality required by law and consent to the release of information to insurance companies for billing purposes. I agree to undertake therapy with Lori B. Kaplan, Ph.D. and know that I can discontinue the evaluation and treatment at any time.

In the case of a minor child, I hereby affirm that I am the custodial parent or legal guardian of the child and that I authorize services for that child/adolescent under the terms of this agreement.

Signed: _____ Date: _____

Witness: _____