

## Confidentiality Information Regarding Psychotherapy

This form provides you (patient) with information that is additional to that detailed in the Notice of Privacy Practices.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the Disclosure Statement that you received with this form.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by this therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Sara Marley, LCSW will not reveal information regarding couple/child therapy unless BOTH parties are willing to sign a Release of Information. Sara Marley, LCSW will not release records to any outside party unless she is authorized to do so by **all** adult family members who were part of the treatment.

**Records:** Your records will be stored safely with attention to your privacy for at least 10 years as required by Colorado statute. They will only be released with your written permission and direction, and if you were seen in couple or family sessions, all adults present would have to sign the release. It is my policy to not release an entire record, even with your consent. Instead, I may summarize the content related to the request. You will be granted reasonable access to your record, but not my psychotherapy notes. You may request, in writing, an amendment to your record. If you choose to read your record, it is my policy to be present in order to respond to any questions or confusions you may have about the recordings.

**Emergencies:** If there is an emergency during our work together, or in the future after termination, where Sara Marley, LCSW becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Sara Marley, LCSW, to work in conjunction with your insurance carrier to cover services, she will provide only the minimum necessary information to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. Sara Marley, LCSW has no control or knowledge over what insurance companies do with the information he/she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. There may be additional risks that this clinician cannot foresee and so cannot be responsible for identifying for her clients. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the, congress-approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

**Confidentiality of E-mail, Cell Phone, Texts and Fax Communication:** It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails and texts, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify Sara

Marley, LCSW at the beginning of treatment (by the end of the second session) if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies. Please note that the business number for Sara Marley, LCSW is a cell phone.

**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 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 (client) nor your attorney, nor anyone else acting on your behalf will call on Sara Marley, LCSW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**CONSULTATION:** Sara Marley, LCSW consults regularly with other professionals regarding his/her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

\* Considering all of the above exclusions, if it is still appropriate, upon your request, Sara Marley, LCSW will release information to any agency/person you specify unless she concludes that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** Please refer to basic disclosure form for this information. Please call 911 if you are in danger.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Please refer to your copy of the Fees and Policies Statement regarding fees, times of sessions, etc. Telephone conversations (more than 10 minutes long), site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer session, travel time, etc. will be charged at the same rate as regular sessions, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments.

**MEDIATION & ARBITRATION:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Sara Marley, LCSW and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Denver County, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Sara Marley, LCSW can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behaviors. Sara Marley, LCSW will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During the process of therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings such as anger, sadness, worry, fear and a range of other emotions. 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. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Sara Marley, LCSW is likely to draw on various

psychological approaches. These approaches include behavioral, cognitive-behavioral, psychodynamic, mindfulness, system/family, developmental (adult, child, family), or psycho-educational.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, I will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

**Termination:** During the first meeting, we will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot be of benefit to. In such a case, I will give you a number of referrals that you can contact. If at any point during psychotherapy, this is not effective in helping you reach your therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, will provide him/her with the essential information needed.

**CANCELLATION:** Please see the Fees and Policies Statement.

**Signature page for clinical file:**

***I have read the Confidentiality Information Regarding Psychotherapy document carefully and have received a copy for my own records; I understand them and agree to comply with them:***

Client: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Guardian/Parent (if child under the age of 18):

Guardian/Parent: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Guardian/Parent: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**\*\*Please note:** if parents are legally separated or divorced and share joint legal custody of child (client), both parents must sign.

Therapist: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_