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PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame 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 because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

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 or a member of your family about you without your permission, *but I will not do so unless the situation is an emergency*. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

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 at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be ready by the system administrators of the internet service provider. Any email I receive from you, and any responses that I send to you will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

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 you intended victim.
2. If I have good reason to believe 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 Child Protective Services within 48 hours and Adult Protective Services immediately. If you are between the ages of 16 and 18 and you tell me you are having sex with someone more than five years older than you, or sex with a teacher or a coach, I must also report this to CPS, even though at age 16 you have the right to consent to sex with someone no more than five years older than you. I would inform you before I took this action.
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 obliged 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 could call the crisis team.

II. Record Keeping

I keep very brief records, noting only that you have been here, what interventions happened in session and the topics we discussed. Under the provisions of the Health Care Information Act of 1992, you have a right to a copy of you 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 maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis

If a third party such as an insurance company is paying any 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 something about whether they are short term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the **DSM-V**. I have a copy in my office and am glad to let you borrow it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I have decided to do what I am doing and to look at alternatives that might work better. You can feel free to ask me to try something that you think might be helpful. You can ask me about my training for working with your concerns and you can request that I refer you to someone else if you decide I am not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medications if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the managed care company as needed.

VI. Availability

I am often not immediately available by telephone or email. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave me a message on my confidential voicemail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me, or I am unable to reach you, and you feel that you cannot wait for a return call and that you are unable to keep yourself safe, 1) call 911 and ask to speak to a mental health worker on call, or 2) contact the North Bay Suicide Prevention Hotline of Sonoma County at 855/587-6373, or 3) contact Sonoma County Psychiatric Emergency Services at 800/565-7450.

If I am away from the office for an extended time and not taking phone calls, I will have someone available to cover my practice. I will tell you in advance of any lengthy absences, and give you the name and phone number of the therapist who will be covering for me in my absence.

Your Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Session may last from 45-60 minutes, but generally about 55. If you are late we will end on time and not run over into the next person's session. (We can arrange an extended session ahead of time if there is need for a longer session, usually for an additional fee). If you miss a session without canceling or cancel with less than 24-hour notice, you must pay for that session at our next regularly scheduled meeting. If you "no-show" for two sessions in a row and do not respond to my attempts to reschedule, I will assume you have dropped out of therapy and will make your time available to another person. This will mean that our client-therapist relationship has been terminated.

If you are paying for therapy privately, you are responsible for paying for your session weekly unless we have made some other arrangements in advance. If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me any deductible at the beginning of each calendar year it applies, and any co-payment at the end of each session. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company via electronic means for you once a month. You must provide me with your complete insurance identification information, and the complete address of the insurance company.

Complaints

If you are unhappy with what has happened in therapy, I hope you will talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the California Board of Behavior Sciences at: 1625 No. Market Blvd., Suite S-200 Sacramento, CA 95834. You are also free to discuss your concerns about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you do not like since you are the person who has the right to decide what you want to be 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 and my rights as a therapy client as well as my obligation to the therapy process and I agree to the above.

Patient: _____ Date: _____

Therapist: _____ Date: _____