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### **INFORMED CONSENT as of January 1, 2020**

This form is provided to give you important information regarding your rights as a client and both of our responsibilities. Under HIPAA and the NASW Ethics Code, I am legally and ethical responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise. After you have read this material, I will be happy to answer any questions you might have.

\*\*\*\*Please initial at the end of each section:

#### **Client rights:**

1. You have the right to ask any questions about the procedures used in therapy. If you wish, I will explain my usual methods of practice to you.
2. You have the right to refuse the use of any therapeutic techniques.
3. You have the right to learn about alternative methods of treatment and I will gladly discuss these, at your request, during our work together.
4. You have the right to end therapy at any time. If you wish, I will provide you with names of other qualified psychotherapists.

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#### **Consent for treatment of children:**

In order for children to be seen for therapy, including family therapy, I highly encourage and recommend both parents consent when there is joint legal custody. However, often legally, children can be seen with just one parents' consent.

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#### **Confidentiality:**

Anything you tell me is considered privileged information and will be held in confidence by me. I will not release any information to others about you unless you give me explicit permission to do so in writing. If you request that I release information about you, I will tell you at the time if I believe making your records public could be harmful to you.

Please be aware, however, that there are certain situations in which I am **required by law** to reveal information without your permission. These are listed below:

1. Being a danger to yourself and/or gravely disabled (which includes, but is not limited to serious threats to harm yourself with suicidal intentions or plans or unable to take care of your own food, clothing or housing needs).

2. Being a danger to others and/or property (which includes but is not limited to serious threats to harm another person or their property).
3. Child abuse (which includes, but is not limited to):
  - a. Physical abuse
  - b. Sexual abuse (which may also include sex and sexual activity between minors)
  - c. Neglect
  - d. Willful cruelty or unjustifiable punishment
  - e. Unlawful corporal punishment or injury
  - f. Children physically harmed by domestic violence
4. A person who knowingly develops, duplicates, prints, downloads, streams, accesses through any electronic or digital media, or exchanges, a film, photograph, video in which a child is engaged in an act of obscene sexual conduct.
5. Elder or dependent adult abuse (which includes, but is not limited to physical or sexual abuse, abandonment, isolation, neglect, financial abuse, and/or abduction).
6. Court-ordered requests for information about you.
7. FBI inquiry made through the Patriot Act of 2001 may force therapists to disclose clinical information while, at the same time, forbid them to inform their clients about the disclosure.
8. In addition, if you are using health insurance to pay for all or part of your treatment, please be aware that most companies require the disclosure of your symptoms, diagnosis, treatment plan/or your response to treatment and have legal right to access and audit your treatment record. We can discuss this if you wish.

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### **Communicating with child/adolescents' parent(s) or guardian(s):**

Prior to beginning your child's treatment, it is important for you to understand my approach to child/adolescent therapy and agree to some guidelines about your child's confidentiality during the course of their treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspective(s) and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, together we will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision, however I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

Therapy is most effective when a trusting relationship exists between the therapist and the client. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. You should also know that, by law in California, a parent/guardian has the right to see any written records I keep about our sessions.

It is my policy to provide you with general information about your child's treatment status. I will tell you if your child does not attend sessions. If your child is an adolescent, it is possible that they will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. In general, I will not tell you specific things your child shares with me in our private therapy sessions. However, if your child engages in risk-taking behavior that is unlawful or they are doing things that could cause serious harm to themselves or someone else, even if they do not *intend* to harm themselves or another person, then I will need to use my professional judgment to decide whether they are in danger of being harmed. If I feel that your child is in such danger, I will communicate this information to you.

Although my responsibility to your child may require my involvement in conflicts between you and your child or between parents/guardians, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of the parents or guardians will attempt to gain advantage in any legal proceeding between you from my involvement with your child.

Note that such agreement may not prevent a judge from requiring my testimony. If I am required to testify, I am ethically bound not to give my opinion about either party's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision as I am not trained in custody evaluations. Furthermore, if I am required to appear as a witness or requested to provide information, the party responsible for my participation agrees to reimburse me at the rate of **\$130** per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

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**Parent/Guardian:** Initial boxes below indicating your agreement to respect your child/adolescent's privacy:

/ \_\_\_\_\_ / I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with updates about general progress, and/or may be asked to participate in therapy sessions as needed.

/ \_\_\_\_\_ / I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment and may sometimes be made in confidential consultation with another therapist.

**No secrets when working with family therapy:**

Different than the guidelines listed above for individual therapy where a child/adolescent is the identified client, when working with more than one family member in a family therapy setting, it

is important to know that I maintain a no confidentiality policy between family members. This means that information shared by one family member with this therapist, when another family member is not present, may be disclosed to the other family member.

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**Court Policy & Fees:**

Please be advised that should I be required to write a letter or report on any court related matter, that I may only provide observations and feedback in my role as the therapist. I am not in the role of an expert witness. At no time will I make a recommendation in regards to custody or any other court related matter as I am not a trained custody evaluator.

If a court order and/or subpoena is served and is requesting that I be present in person and or there is a request for records, there is no guarantee that the information will be kept confidential. This includes a client's mental health history, current status and inclusive records and may not be in the best interest of the client. The therapist-client relationship does not render the therapist as an advocate.

Please be advised that should I be ordered by court, subpoenaed, or requested by attorney or client to write a letter or other report to the court or to appear in person the time shall be billed at \$130 per hour for preparation, time spent in court, and travel to and from the court.

I will **NOT** be ON-CALL at any time. Should a case be trailed, or continued, I will be paid in full for each day as it hinders my ability to be available to my other clients.

You understand and agree to the above stated court policy and stipulation, including but not limited to the fee structure for all related court matters.

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**Emergency coverage:**

Contact between sessions should be limited to appointment time and date changes. Clients are encouraged to keep contacts brief and to address clinical issues during your regular therapy session. You may leave a message for me 24-hours a day at my office at (619) 384-1598. I am in private practice, not part of a group clinic, so if an emergency requires immediate attention, you agree to call the San Diego crisis line at 1-888-724-7240, National Suicide Hotline at 800-784-2433, your physician or psychiatrist, dial 911, or go to the emergency room of a local hospital. You can also call the police and/or ask if available to send the PERT (Psychiatric Emergency Response Team). I check my voicemail and other communications during my business hours as permitted. When I am out of town, use the above resources for an emergency that arises.

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**Limited confidentiality of email & text communication:**

If you choose to email or text me, please limit the contents to issues of cancellation or change in appointment time. Email and text messages are not guaranteed confidential. Occasionally I may ask in session if I can send you an article or link that might be useful if you agree to this. Keep in

mind, this would be for the purpose of giving you information that would be helpful, not an invitation to discuss clinical issues. For ethical reasons, I do not accept invitations from current or former clients via social networking sites. Please note that electronic communication is not the appropriate way to communicate emergencies. Emails, texts and voicemails are checked as availability permits and therefore emergencies should be directed to the Access and Crisis Line at 888-724-7240 or 911 or go to the nearest emergency room.

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### **Consultation:**

On occasion, I may consult with other licensed professionals regarding my clients when doing so might benefit the therapy process. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

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### **Psychological services:**

Assisting you to reach you or your child's goals in therapy is the purpose of our work together. I provide psychotherapy, which is listening to clients, talking with them, and applying different learning, cognitive, emotional, and personality theories and interventions to promote change. We will talk with each other to explore the problems that bring you into therapy and mutually develop goals. I may ask you to share feelings, thoughts, images, body sensations, and memories to bring to awareness what you are experiencing in order to process these emotions and guide you to more adaptive responses. To give you an idea of some of the techniques we may engage in for adults, adolescents or children, I may guide you to explore physical sensations to deepen emotional processing, teach relaxation tools such as creating a safe place image or calming breath, use art techniques such as painting, drawing, and sand tray creations, we may use a two-chair dialog to explore emotions, I may have you write down your thoughts and learn to create alternative thoughts, in addition to other approaches as well. Specifically, for children and adolescents I may use play therapy techniques such as games, doll house play, puppets, art, and clay work among other activities.

You can do your part by openly and honestly communicating your thoughts and feelings, although this may be difficult at times. These communications may make you feel worse before you feel better. There is a risk that you may recall unpleasant events or come to painful conclusions, which may cause you to feel anxious, depressed, frustrated, or hopeless at times. These feelings can be a normal part of the therapy process and are usually temporary. I may challenge some assumptions or perceptions or propose different ways of looking at, thinking about, or managing situations that may feel upsetting or you may feel challenged or disappointed.

I am an LCSW which is licensed clinical social worker holding a mental health license with a Master's degree in Social Work. I am not a doctor and do not prescribe medicine. Psychologists, social workers and marriage and family therapists or licensed professional counselors (MFT/LPC) are all licensed professionals. This means that they have varied degree of training, they have demonstrated their proficiency in these techniques, they adhere to a professional code

of ethics, and they are required to participate in significant continuing education. Although there is a great deal of overlap, there are differences among psychologists, social workers and MFT/LPC counselors.

Clinical social work is directed at helping people to achieve more adequate, satisfying, and productive social adjustments. Alternatively, a psychologist is someone who has earned a doctoral level degree in psychology, trained in treating clients through psychotherapy, is able to administer psychological testing and monitor medication. Social workers, in contrast, are not doctoral level professionals, but rather have earned a master's degree in social work. They, too, are specifically trained in psychotherapy, but also trained in looking at societal factors that may affect individuals, and in using different social services and resources in the community. There are also other types of counselors, including marriage and family therapists or licensed professional counselors, who are also masters level professionals trained in psychotherapy, but have their own unique specializations.

There are alternatives besides therapy or what I offer that may also benefit you such as seeing a primary medical doctor or psychiatrist who can prescribe medication, seeking relief through acupuncture, seeking guidance through a Rabbi, Pastor, other faith-based organization, seeking changes through a fitness or nutritional professional or many other avenues.

It is important to say that therapy may not help. If you are ever concerned that our work is not helping, please discuss this with me. My approach is collaborative in nature so that we work as a team to reach your goals. My role is to offer support, psychoeducation, and interventions to aid in problem-solving, helping you change emotions by working through these emotions, increasing your self-awareness, and goal attainment.

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### **Complaints:**

I am licensed through the Board of Behavioral Sciences (BBS). If you ever have a complaint that you feel you have not been able to resolve directly, you may contact the BBS at their office at (916) 574-7830 to get the complaint form. Complaints must be submitted in writing so you can download the form or you can file the complaint online using their "Breeze" system, which can both be accessed at [http://www.bbs.ca.gov/consumer/file\\_complaint.shtml](http://www.bbs.ca.gov/consumer/file_complaint.shtml).

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### **Fees and Late Cancellation/Missed Appointments:**

The fee is **\$180.00** for 50-60 minute initial diagnostic interviews and **\$130.00** for 50-55 minute individual or family therapy appointments, which includes time for assessment documentation. You are expected to pay for services at the time they are rendered unless other arrangements have been made in advance. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installation plan. Should additional services be provided or should fees be changed, fair notice will be given to you.

The same fee of **\$130.00** applies for phone, text, or email consultations or time spent on any additional documentation outside of regular therapy notes. It should be recognized that electronic communication, especially cellular phones, text messages, and emails may compromise confidentiality. Scheduled phone consultations will be billed as a full session unless otherwise

discussed. **Any phone, text or email consultation that lasts longer than 10 minutes will be billed at the percentage of the hourly rate.**

Once an appointment is scheduled, you will be expected to pay for it unless you provide **24 hours advanced notice of cancellation**. **You will also be charged for all appointments for which you fail to appear.** I may make an exception to the cancellation fee if there was an emergency situation. If you usually pay a co-pay, or your insurance carrier pays for your entire treatment, please note that your insurance company **cannot** be billed for any missed or cancelled sessions. Since I hold a spot for you making it unavailable to another client, if less than 24 hours is provided or you do not show for a scheduled appointment, you will be charged for the full hourly rate of your therapy.

**The fee for a cancelled visit with less than 24 hours notice or a missed visit is \$130.00.** All reschedules or cancellations need to be done through confirmed communication such as email or voicemail.

***I also reserve the right to utilize a collection agency for outstanding balances not paid in full by the time therapy is terminated. Your signature here acknowledges that you agree to this policy. You understand that your attendance history, payment history, and dates of service may be disclosed to an attorney, collection agency, or court should your account be sent to collections.***

All of my billing is done myself. If using your insurance, billing is submitted through a clearinghouse service I use called Office Ally. Although I will assist in billing your insurance company and accept assignments of benefits on your behalf (if I am able to with the insurance company), your fees are a contract between you and me. You will be responsible for those fees, including those not paid by your insurance carrier if appropriate (if I am a contracted provider with your insurance, I will abide by the guidelines set forth in my contract with them, which may or may not require you to pay a co-pay). Furthermore, you may be required to meet a deductible on your insurance plan. You will need to do so according to your policy if that is the case. If circumstances have led to a time of financial difficulty for you, I urge you to contact my office so we can make appropriate financial and session arrangements.

By signing below, I acknowledge that I have read and agree to the fees and cancellation policy, that this document serves as a release indicating your agreement to the billing arrangement, including **the fee for a cancelled visit with less than 24 hours notice or a missed visit is \$130.00.**

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**Termination:**

If there has been no contact for a 30 day period and /or no sessions held (unless otherwise arranged) – the therapeutic relationship will be considered terminated and there will no longer be a current or active therapist /client relationship. You have the right to end your psychotherapy at any time. If you wish, I will provide you with names of other qualified psychotherapists. I may elect to terminate therapy for reasons including, but not limited to: non-payment of fees after 30 days, ethical conflicts, not benefitting from therapy, or lack of treatment need.

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By signing below, I acknowledge that I have read this and agree to the terms of this informed consent and if I had any questions they have been answered to my satisfaction.

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Name of Client

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Signature of Client

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Date

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Signature of Guardian/Parent of Minor

\_\_\_\_\_  
Date

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Reina Remy, LCSW- Therapist

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Date