



## INFORMED CONSENT & CONTRACT FOR THERAPEUTIC SERVICES

I would like to welcome you and inform you of some important policies and procedures of this Practice. Please read this over carefully so that you can make an informed decision regarding your treatment. If you have any questions, I will be happy to answer them.

### I. The Therapeutic Process

Counseling is a complex practice that has both potential benefits to you as well as risks. Although no guarantees can be made, therapy can lead to a reduction in feelings of distress, a better understanding of yourself, improved relationships with others, and resolution to specific concerns that led you to seek counseling. Working towards these benefits can, at times, result in experiencing uncomfortable feelings like sadness, anxiety, frustration, etc. Therapy can result in changes that were not originally intended, and may indirectly affect your family members as well as other individuals and relationships. The therapy process can be slow and deliberate and requires active effort on your part both during and between sessions.

It is important that we work cooperatively in establishing goals, evaluating progress, and working through problems. You are encouraged to ask questions and address any questions you may have.

### II. Confidentiality

Professional ethics and CA State Law specify that communications to therapists (Psychologists, Psychiatrists, LCSWs, and MFTs) are privileged and confidential, and cannot be released without the written permission of the client.

There are, however, a few situations where the law requires that therapists report certain information. In a case where abuse/neglect of a minor child or an elderly person is suspected or may have occurred, the therapist is required to notify the appropriate protective agency. This includes reasonable suspicion that the child has witnessed domestic violence. Therapists are also required by law to warn an individual and the police of seriously threatened harm to others that is disclosed during the course of treatment. Confidentiality may be broken if information is revealed that indicates a client may cause harm to him/herself.

If you wish to utilize insurance (private insurance, county funds, Victims of Crime, etc.) you will need to authorize communication to your insurance company as required to receive benefits. It is the policy of this practice that information shared in counseling by minors (under the age of 18) will be held in confidence, and only limited information will be shared with the minor's parent/guardian without the minor's consent (e.g. if the minor is attending treatment, general progress, etc). Mental health professionals are permitted to inform parents when a minor is a danger to self or others. We are not permitted to inform parents without consent if a minor reports pregnancy. In any legal matters, privilege will be claimed on behalf of the minor (no information will be disclosed unless ordered by the Court).

In addition, therapists may break confidentiality for the following reasons:

1. There is a court order to release records.
2. The client is in a legal proceeding to establish competency, or in a lawsuit where emotional harm is being claimed.
3. You are in therapy due to court order.
4. Other situations dictated by State or Federal law and current ethical professional standards. This includes the Patriot Act of 2001.

It is the policy of this practice to require clients referred by Children's Service Bureau and/or the Court to consent to



unrestricted communication with the referring agency (e.g. DSS, CPS, Social Worker, etc.) as it pertains to the case. During your treatment, if you should decide to revoke this consent, it will be necessary to terminate treatment. Referrals to other providers will be given.

In treating you I will endeavor to provide you with the best care possible. To facilitate this I will need to be advised of your physical and emotional conditions to the best of your ability to do so. I will ask you to provide releases to obtain records from prior and current medical providers, including therapists.

To safeguard confidentiality, professional standards require that if we should by chance meet in a public place, I will not greet or acknowledge you without you first speaking or acknowledging me. Any decision you make regarding this will be respected.

Because privacy and trust are central to the therapeutic relationship, you consent to discuss any questions or concerns that may arise regarding confidentiality.

### III. Electronic Communication

While Donna M. Gold, LCSW takes reasonable precautions to protect your confidential information, electronic communication such as email, texting, faxing and telephone communication are not always completely secure. The purpose of email and other forms of electronic communication is to communicate with the client regarding scheduling appointments, reminding clients regarding their appointments, homework assignments or billing/insurance communication. Electronic communication is NOT a way of communicating new information regarding care or of communicating emergency treatment.

If you are in an emergency situation and need to contact someone immediately to help you, you may call the San Diego Access and Crisis Line at 1-888-724-7240 and then follow-up that call by leaving a voice-mail for Donna M. Gold, LCSW with the details of the crisis call.

While every effort is made to ensure that email communication is secure, understand that there may be some risk that the information in electronic format could be read by a third party (e.g. an outside party that 'hacks' into the sender's or recipient's email account).

\_\_\_\_\_ (Initial) I understand the risks of electronically communicating and give my consent for electronic communication with/by Donna M. Gold, LCSW via telephone, fax, email and/or websites using electronic communication methods, including donnamariegold.com, homestead.com, evoice.com and email websites such as gmail.com and hotmail.com, etc.

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client Signature\*

\_\_\_\_\_  
Date

\*If patient is a minor (under the age of 18), this form must be signed by a parent or legal guardian.



#### IV. General Office Policies

- Standard sessions are 45 minutes in length and are scheduled on a weekly basis unless otherwise indicated.
- Fees for services are due at the beginning of the session.
- Fees are based on usual and customary rates for similar services in the San Diego area.
- Fee rates are charged by the hour. In the event you cannot afford the fee, you will be provided with referrals to other providers when appropriate.
- **Fee schedule is as follows:**
  - Intake Session** (60 minutes) - \$160
  - Individual, Couples or Family Therapy Standard** (45 minutes) - \$120
  - Individual, Couples or Family Therapy Plus** (60 minutes) - \$160
  - Partial Therapy Session** (20 minutes) - \$40 (in person or phone)
  - Case Management/Documentation** - \$40 per 15 minute unit
- **Private Pay Clients:** Missed appointments or late cancellations are costly to the therapist and deny other individuals the opportunity to use that time. All cancellations must be made at least 24 hours in advance. If you miss an appointment you will be charged the full fee for that session. THERE ARE NO EXCEPTIONS TO THIS POLICY. Please be aware that insurance companies do not pay for/reimburse for missed sessions. If an emergency arises and I need to cancel your appointment there will be no charge to you.
- **MediCal & EAP Clients Only:** Missed appointments or late cancellations are costly to the therapist and deny other individuals the opportunity to use that time. All cancellations must be made at least 24 hours in advance. Though you will not be charged if you fail to give 24 hours advanced notice of a cancellation, three cancellations or no-shows will result in being terminated as a client, and you will receive a referral to another therapist.
- Consultations to schools, physicians, and other professionals will be billed at an hourly rate of \$40 per fifteen-minute unit and may include travel time. Writing of reports, letters, etc. will be billed at the usual hourly rate. Court testimony/deposition will be billed at a minimum of \$250 an hour. Insurance does not generally cover or reimburse for the above charges. See Court Policies Document for additional court policies and fees.
- Should you sign a release of information for hard copies of your record to be sent to another provider, Social Security Administration, etc., the fees for copies is as follows: \$1 per page copied for the first 25 pages; \$0.50 per page thereafter.
- Telephone conversations that are brief (under 5 minutes) and that are used to transmit information, schedule appts., etc. are not subject to charge. More lengthy conversations where advice is sought or therapeutic issues are discussed will be billed at the usual hourly rate in increments of 15 minutes at \$160 an hour. Please note that insurance does not pay for/reimburse for telephone sessions and any charges will be billed directly to the client.
- It is important to understand that all financial agreements are between you and your therapist, not between the therapist and the insurance company. You are encouraged to contact your insurance provider to gain a better understanding of what your out of pocket expenses will be for an "out of network" provider. You will be responsible for full payment due at the beginning of each session, regardless of whether you choose to seek reimbursement from your insurance provider.
- Outstanding balances will be reported to a collection agency after 120 days of non-payment.



## V. Emergency Procedures

I do accept calls between sessions and during non-business hours. It is important to understand that there may be up to 24 hours when I am not available to answer or return phone calls. In the event you experience a situation that requires immediate attention you are urged to contact San Diego Access & Crisis Hotline at 1-888-724-7240, your physician or local emergency room. For potential life threatening situations call 911. Other crisis intervention plans may be developed with me.

## VI. Treatment of Minors

It is the general policy of this practice that minors will only be treated when both parents/guardians consent to the minor's treatment. In the situation where there is joint custody and/or other confounding variables, court documentation of custody arrangements may be required.

In situations where parents share joint custody, information that is shared with one parent/guardian will be available to both parents. There are certain exceptions in the law that allows minors to be treated without parental consent. These exceptions will be made on a case-by-case basis. Privilege will be claimed on behalf of the minor.

Limitations: It is the policy of this practice that a minor's participation in treatment is for psychotherapeutic purposes only and is not to provide any evaluation or assessment of visitation or custody issues. Recommendations regarding custody or visitation will not be provided. Should any legal issues or disputes arise, privilege on behalf of the minor will be claimed and directions will be taken from the child's appointed attorney or the Court.

## VII. Client Rights

As a client, you have the right at any time to refuse treatment, ask for clarification, and discuss treatment procedures, understand the goals of therapy, seek a second opinion, and/or terminate treatment.

The therapist may terminate treatment when it appears that:

1. Therapy is no longer benefiting you.
2. It appears that you would be served better by another professional (referrals will be provided).
3. You have not paid for your last two sessions, or failed to show for two sessions without 24-hour notice.

As a client you have the right to know the content of your record, and may be provided with a copy of your record or a summary of their contents. On your request, I can release any portion of your record to any person or agency you specify; administrative fees may apply. If I determine that releasing such information will be harmful to you, I will discuss this with you. If I believe that seeing specific information may harm you, I will only release your file to another mental health professional (M.D., Psy.D. LCSW, or MFT).

As a matter of policy, I do not release session case notes to any outside party except by Court order. When an insurance claim is filed, diagnostic information is submitted and the insurance company has the right to request access to your medical records.



## NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of licensed clinical social workers and marriage & family therapists. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

## CONSENT TO TREAT

I \_\_\_\_\_ authorize and request that Donna M. Gold, LCSW carry out treatment and/or diagnostic procedures that now, during the course of my care as a patient, are advisable. I understand that the purpose of these procedures will be explained to me upon my request and are subject to my agreement. I have read and fully understand the procedures described above, and agree to the terms herein.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date