

INFORMED CONSENT TO PSYCHOTHERAPY

I _____, have fully discussed with Doctor Cynthia L. Post the various aspects of the psychotherapy contract. This has included a discussion of Dr. Post's evaluation and diagnostic formulation, as well as the method of treatment. The nature of the treatment has been described, including the extent of its possible side effects and possible alternative forms of treatment. I understand I may withdraw from treatment at any time but if I decide to do this I will discuss my plan with Dr. Post before acting on it.

Dr. Post has further discussed with me scheduling policies, fees to be charged and policies regarding missed appointments, matters relating to insurance, and if applicable, pre-authorization and utilization review issues.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Due to the difficulty of legal involvement, I charge \$270.00 per hour for preparation and attendance at any legal proceeding.

Some important issues regarding confidentiality need to be understood as we begin our work together. Please review this material carefully so that we may discuss any questions or concerns of yours the next time we meet. In general, the confidentiality of all communications between a patient and psychologist is protected by law and I can only release information about our work to others with your written permission. In most judicial proceedings you have the right to prevent me from testifying. However, in child custody proceedings, adoption proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if it is determined that resolution of the issues before the court requires it. If you are involved in litigation, or are anticipating litigation, and you choose to include your mental or emotional state as part of the litigation, I may have to reveal part or all of your treatment or evaluation records.

If you are called as a witness in criminal proceedings, the opposing counsel may have some limited access to your treatment records. Testimony may also be ordered in (A) legal proceeding relating to psychiatric hospitalization;(B) in malpractice and disciplinary proceedings brought against a psychologist: (C) court-ordered psychological evaluations and certain legal cases where the client has died.

In addition, there are some circumstances when I am required to breach confidentiality without a patient's permission.

LIMITS OF CONFIDENTIALITY

Here are the specific Limits of Confidentiality. Contents of all therapy sessions are considered to be confidential. Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. Noted exceptions are as follows:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Abuse of Children and Vulnerable Adults

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the

mental health professional is required to report this information to the appropriate social service and/or legal authorities.

Prenatal Exposure to Controlled Substances

Mental Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

Insurance Providers (when applicable)

Insurance companies and other third-party payers are given information that they request regarding services to clients.

Information that may be requested includes type of services, dates/times of services, diagnosis, treatment plan, and description of impairment, progress of therapy, case notes, and summaries. hospitalization. If a client threatens to harm himself I may be required to seek hospitalization for him.

The clear intent of these requirements is that a psychologist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates that such danger exists.

There are several other matters concerning confidentiality:

1. I may occasionally find it helpful or necessary to consult about a case with another professional. In these consultations, I make every effort to avoid revealing the identity of the client. The consultant is of course, also legally bound to maintain confidentiality. If I feel that it would be helpful to refer you to another professional for consultation, then, of course with your authorization I will discuss your case with him or her.

2. If you use a third party reimbursement, I am required to provide the insurer with Clinical Diagnoses and sometimes a Treatment Summary. If you request it, I will provide you with a copy of any report, which I submit.

3. If you are under eighteen years of age, please be aware that while the specific content of our communications is confidential, your parents or guardians have a legal right to receive general information on the progress of the treatment.

4. Under current Maryland Law, in group and family therapy and in marital therapy, all participants are required to consent to the release of information. One marital partner may not waive privilege for another. In cases of marital therapy, therefore, the record may be released only if both parties waive privilege or release of the record is court ordered.

While this summary of exceptions to confidentiality should prove helpful in informing you about potential problems, you should be aware that the laws governing these issues are often complex and I am not an attorney. I encourage our active discussion of these issues. If you need more specific advice, a legal consultation may be desirable. At your request, I will provide you with relevant portions or summaries of the applicable State Laws governing these issues.

I have read the above, fully understand the diagnoses, the nature of treatment, the alternatives to this treatment, the limits of confidentiality, and the circumstances in which confidential communications may need to be breached.

Signature

Witness