

## INFORMED CONSENT FOR PSYCHOTHERAPY

Some important issues regarding confidentiality need to be understood as we begin our work together. Please review this material carefully. We may discuss any questions or concerns you have.

In general, the confidentiality of all communications between a client and psychotherapist is protected by law and I can only release information about our work to others with your written permission. There are a few exceptions.

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 you 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, opposing counsel may have some limited access to your treatment records. Testimony may also be ordered in (a) legal proceeding related to psychiatric hospitalizations; (b) malpractice and disciplinary proceedings brought against a social worker; (c) court-ordered psychological evaluations; and (d) certain legal cases where the client has died.

In addition, there are some circumstances when I am required to breach confidentiality without a client's permission. This occurs if I suspect the neglect or abuse of a minor, or elder, in which I must file a report with the Department of Children and Family Services (DCFS) or Department on Aging. If, in my professional judgment, I believe that a client is threatening serious harm to themselves or another, I am required to take protective action, which may include notifying the police, warning the intended victim, or seeking the client's hospitalization.

The clear intent of these requirements is that a Social Worker has both a legal and ethical responsibility to take action to protect endangered individuals from harm when a psychotherapist's 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 with another professional about our work together. In these consultations, I may every effort to avoid revealing your identity. The consultant is also legally bound to maintain this confidentiality. If I feel that it would be beneficial to refer a client to another professional, then this would only be done with the client's permission.
2. I am required to maintain complete treatment records. Clients are entitled to receive a copy of these records, unless I believe the information would be emotionally damaging, and, in such cases, the records must be made available to the client's appropriate designee. Clients will be charged a fee for record preparation.
3. If a client uses third party reimbursement, I am required to provide insurer with a clinical diagnosis and sometimes a treatment plan or summary. I will provide a copy of any report which I submit, upon your request.
4. If a client is under eighteen years of age, please be aware that while the specific content of our communications is confidential, your legal guardians have a right to receive general information about the progress of treatment and I would consult with you before giving out this information.
5. Under current Illinois law, in group, family, and couple therapy, all participants are required to consent to the release of information. One partner may not waive privilege for another. In cases of couple

therapy, therefore, the record may be released only if both parties waive privilege or if the 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 complex. I encourage our active discussion, but if you need more specific advice, formal legal counsel may be desirable.

I, \_\_\_\_\_, understand the various aspects of the psychotherapy contract. This has included a discussion of Kristen Wrights' evaluation and diagnostic formulation, as well as the method(s) of treatment. The nature of treatment has been described, including the extent, 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 Kristen Wright, PsyD, before acting on it.

Kristen Wright, PsyD, has further discussed with me scheduling policies, fees to be charged, and policies regarding payment, missed appointments, matters relating to insurance, and if applicable, preauthorization and utilization review issues.

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

Name (please print): \_\_\_\_\_

Signature/Date: \_\_\_\_\_

(If under age 18) Parent or Guardian/Date: \_\_\_\_\_

Witness/Date: \_\_\_\_\_