

Informed Consent for Psychotherapy

CONFIDENTIALITY: All information disclosed within sessions, and the written records pertaining to those sessions, are confidential and may not be revealed to anyone without your written permission unless the law requires disclosure.

The privacy and confidentiality of our sessions and my records is a privilege of yours and is protected by state law and my profession's ethical principles, with the following exceptions: 1) When an assessment is made that the client intends to be harmful to self or others, 2) court orders to release information where a judge has signed the order, 3) client written release consents, and 4) reporting of child or elder abuse or neglect. Otherwise, confidentiality will be kept about your treatment, diagnosis, and history or even that you are a client without your full knowledge and a signed Release of Information form.

In working with a child or adolescent, it is important that the parents understand that confidentiality with their children also stands unless they are actively cutting or putting themselves in a position of danger with behaviors such as suicidal ideation and gestures, self-injurious behaviors, dangerous drug use, meeting adult strangers on the internet, running away, and any other behavior deemed dangerous or life threatening. If the child reports any form of abuse from the caregivers, it is a requirement for this therapist to make a report to the Department of Child and Family Services. You will be notified of such report from this therapist.

In working with couples or a family, this therapist cannot guarantee that confidentiality will be maintained between the members of the couple or family. If there is a request for release of information for a couple or family all members must sign the release before anything will be afforded the party requesting documentation. Couples will be asked to sign full disclosure to this therapist where no secrets can be maintained that work against the counseling goals established in therapy. If any member of the couple or family is over the age of 65 (elder) and abuse of the member over 65 is suspected, a report to the abuse line is mandatory.

Cell/computer contact: If you choose to contact me and discuss your issues on a cell phone, via text messaging format, or on the computer, this therapist cannot guarantee full confidentiality due to illegal and unprotected access to this material.

Consultation and Instruction: Your case may be discussed in a Peer Consultation Clinical Group in order to review treatment approach and receive valued feedback from clinical peers. Your name and identifiable information will not be disclosed with this group. Class discussions of cases also may take place, however, identifying information is not revealed to the students.

Health Insurance & Confidentiality OF Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process any claims. If you so instruct Cristina Mantilla, only the minimum necessary information will be communicated to the carrier. Cristina Mantilla has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information once submitted.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits,

etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Cristina Mantilla to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of (therapist's name) and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in (your county, state) in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, (therapist's name) can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Cristina Mantilla's profession require that she keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, Cristina Mantilla retains clinical records only as long as is mandated by Florida State law. If you have concerns regarding the treatment records, please discuss them with Cristina Mantilla. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Cristina Mantilla assesses that releasing such information might be harmful in any way. In such a case, Cristina Mantilla will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Cristina Mantilla will release information to any agency/person you specify unless Cristina Mantilla assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Cristina Mantilla will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Cristina Mantilla between sessions, please leave a message at the answering service 727-505-6379 and your call will be returned as soon as possible. Cristina Mantilla checks her messages a few times during the daytime only, unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services. In (Pasco): Baycare's Crisis line (727) 841-4439, in (Pinellas): Directions for Living Call Center (727) 524-4464, call 2-1-1 (Directory for Services), National Suicide Prevention Lifeline (800) 273-8255, or the Police at 9-1-1. Please do not use email or fax for emergencies. Cristina Mantilla does not always check her email or fax daily.

If there is an emergency during therapy, or in the future after termination, where Cristina Mantilla becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Cristina Mantilla, will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Cristina Mantilla, may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member can be viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Cristina Mantilla is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Cristina Mantilla, provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Cristina Mantilla will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Cristina Mantilla's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, Cristina Mantilla will assess if he can be of benefit to you. Cristina Mantilla does not work with clients who, in her opinion, she cannot help. In such

a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Cristina Mantilla either assesses that she is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Cristina Mantilla will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Cristina Mantilla, will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Cristina Mantilla will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Cristina Mantilla's objectivity, clinical judgment or can be exploitative in nature. Cristina Mantilla will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Cristina Mantilla, will never acknowledge working with anyone without her written permission. Many clients have chosen Cristina Mantilla as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Cristina Mantilla will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Cristina Mantilla, if the dual or multiple relationship becomes uncomfortable for you in any way. Cristina Mantilla will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless

we reach a different agreement, fee of \$40.00 will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Informed Consent Agreement (a total of 4 pages); I understand them and agree to comply with them:

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____

Psychotherapist's Name (print) _____

Signature _____ Date _____