

## MIDWEST CENTER FOR TRAUMA AND EMOTIONAL HEALING

16204 Highway 7 Minnetonka MN 55345  
Phone: 952-232-7712 Fax: 952-934-3010

### INFORMED CONSENT TO PSYCHOTHERAPY

I, \_\_\_\_\_, have fully discussed with my provider the various aspects of the psychotherapy contract. This has included a discussion of my providers evaluation and diagnostic formulation, as well as the method of treatment. The nature of the therapy 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 and if I decide to do this I will discuss my plan with my provider before acting on it.

My provider has further discussed with me scheduling policies, fees to be charged, policies regarding missed appointments and matters relating to insurance including information disclosed for insurance pre-authorization of services (and utilization review issues)

### Confidentiality

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, law protects the confidentiality of all communications between a person and their psychologist/practitioners, and I can only release information about our work to others with your written permission. There are a few exceptions, however.

In most legal 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 involved in a legal matter, or are anticipating a lawsuit, I may have to reveal, as court order, 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 the following situations:

- legal proceeding relating to psychiatric hospitalization
- In malpractice and disciplinary proceedings brought against a psychologist
- A court-ordered psychological evaluation
- Certain legal cases where the client has died

In addition, there are some circumstances when I am required to breach confidentiality and provide information without a client's permission. This only can occur under the following circumstances:

If there is reason to suspect the neglect or abuse of a minor (a child under 18 years of age) or a vulnerable adult, I must file a report with the appropriate State agency.

I am required to take protective action if, in my professional judgment, I believe that a client is threatening serious harm to himself/herself or to another person. This may include warning the intended victim, seeking the client's hospitalization, or notifying the police.

The clear intent of these requirements is that a psychologist/provider has both a legal and ethical responsibility to take action to protect endangered individuals from harm when professional judgment indicates that such danger exists. Fortunately, these situations rarely arise in my practice.

There are several other matters concerning confidentiality:

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 with your authorization, I will discuss your case with him/her.

I am required to maintain complete treatment records. Clients are entitled to review a copy of these records with their psychologist/provider. In the case of referral, or if I believe the information will be emotionally damaging, records will be made available to the appropriate professional or designee. Clients will be charged an appropriate fee for preparation of materials and reports.

You may use your insurance benefits or pay for therapy out of your own means. If you decide to use your insurance (third-party reimbursement), I am required to provide the insurer with a clinical diagnosis and sometimes a treatment plan or summary. There is a form you will be given to fill out and sign that provides written permission for me to disclose information necessary to process your claim. If you request it, I will provide you with a copy of any bill or report I submit.

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

In family therapy, marital therapy, or in a group situation, for information to be released all participants have to consent. One marital partner or person may not wave privilege for another. Therefore, in cases of marital therapy, the record may be released only if both parties wave privilege or if the release 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 law governing these issues is often complex and I am not an attorney. I encourage our active discussion of these issues. However, If you need more specific advice, formal legal consultation may be desirable. If you request, I will provide you with relevant portions or summaries of the applicable State law governing these issues.

I have read the above, fully understand the diagnosis, the nature of treatment, the alternatives to this treatment, the limitations of confidentiality in this relationship, and the circumstances in which confidential communications may need to be breached. I have received a copy of this document for my personal files.

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Client Signature

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Date

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Therapist Signature:

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Date

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Witness/Parent/Guardian

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Date