



CONSENT TO PSYCHOTHERAPY**

Treatment offered by Alishia Kalos, PsyD, is of a voluntary nature, except when mandated by the court, and may be ended by you at any time. When treatment is mandated by the court, it is your responsibility to share the Court Order with Dr. Kalos, at the outset of treatment, so that the purpose and terms of the therapy can be clarified, including how communications and information about the therapy are to be shared.

Confidentiality:

Confidentiality is extremely important. Information revealed during treatment will be kept strictly confidential. There are exceptions to this, however, that include the following:

- If you disclose your intention to inflict physical harm to yourself or another person;
- If you disclose that physical or sexual abuse or serious neglect of a minor child under the care of Dr. Kalos, has occurred;
- If Dr. Kalos, receives a signed, valid court order requesting records; and
- In addition, Dr. Kalos may request permission from you (i.e., in the form of verbal and/or written consent to release and/or obtain information) to communicate and/or collaborate with other therapists, psychiatrists, counselors, medical providers who provide services to you.

What to expect:

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. Psychotherapy is difficult to describe in general terms. Approaches and techniques vary depending on the problems you have identified, who you are as a person and what special qualities you bring to the therapy, the goals you have set for therapy, and the forms of therapy that Dr. Kalos, offers. In some instances, a medical evaluation/physical examination or evaluation for medication may be recommended, and a referral to a psychiatrist or other medical professional with prescribing privileges may be made. **Psychotherapy requires a very active effort on your part.** In order to be most successful, you will have to work on things we discuss outside of sessions.

The work begins with an initial evaluation period, lasting from one to five sessions, depending on the presenting issues and the complexity of your situation. Your collaboration in this process is important to its success, including your active participation in clarifying problems and setting treatment goals. At the end of the evaluation, Dr. Kalos, will share with you initial impressions and provide a preliminary treatment plan. In deciding whether you wish to continue in treatment, you should carefully consider this information and your comfort in working with Dr. Kalos. If you have any questions or concerns about Dr. Kalos' approach or treatment plan, you should freely communicate them with Dr. Kalos.

Risks and Benefits:

Therapy has both benefits and risks associated with it. On the beneficial side, therapy has been shown to produce lasting change and reduce overall feelings of distress. It can be helpful in resolving specific problems and can lead to improved relationships with significant others in your life. There are, however, no guarantees of success. Risks include intermittent feelings of discomfort (such as sadness, guilt, anxiety, or anger) during and after some sessions as problems are brought to the surface. You may be asked to recall difficult and unpleasant



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aspects of your personal and family history in order to loosen the grip of these past events on your life now. Occasionally, there is a poor fit between participant and therapist.

Payment:

Payment is due at the time of service, unless other arrangements have been made. If your account is more than 90 days in arrears, and you have not agreed to a suitable payment plan, Dr. Kalos, may use a collection agency to recover payment.

Cancellation:

Occasionally, circumstances arise that necessitates cancellation of an appointment. In this instance, notification must be given at least 24 hours in advance of the appointment time. Dr. Kalos, will charge the full fee for a missed appointment or one cancelled with less than 24 hours notice.

Couples/Relationship Therapy No Secrets Policy: When a couple enters into counseling, it is considered to be one unit. This means that Dr. Kalos' allegiance is to the couple "unit," and not to either partner as individuals. This perspective is particularly important in creating a space where both partners can feel safe. Therefore, Dr. Kalos adheres to a strict "No Secrets" policy. This means that Dr. Kalos will not hold secrets for either partner. This policy is intended to allow Dr. Kalos to continue to treat the couple by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. On occasion during the counseling process, individual partners may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couples counseling relationship. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the couple. If an individual chooses to share such information during an individual session, Dr. Kalos will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information within the couple's session, Dr. Kalos may determine that it is necessary to discontinue the counseling relationship with the couple. If there is information that an individual desires to address within a context of individual confidentiality, Dr. Kalos will be happy to provide referrals to therapists who can provide concurrent individual therapy. This policy is intended to maintain the integrity of the couples counseling relationship.

Couples/Relationship Therapy Court Proceedings/Subpoena of Records Policy:

It is understood that the purpose of couples/relationship therapy is for the amelioration of distress within a relationship. Therefore, if both partners request Dr. Kalos' services as a psychologist, they are expected not to use information given during the therapy process against the other party in a judicial setting of any kind, be it civil, criminal, or circuit. Likewise, neither party shall for any reason attempt to subpoena Dr. Kalos' testimony or my records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce case. Release of Records Both partners must provide their consent to release couples/relationship counseling records. If one partner does not provide consent, records will not be released.

Subpoena:

I understand that if Dr. Kalos, is subpoenaed to appear in court on behalf of any/all persons involved in the present agreement, Dr. Kalos, will charge up to three times the full fee per hour subpoenaed, regardless of the outcome.



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Professional Records

Dr. Kalos is required to keep appropriate records of the psychological services that she provides. Your records are maintained in a secure location. Dr. Kalos keeps brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, Dr. Kalos recommends that you initially review them with her, or have them forwarded to another mental health professional to discuss the contents. If Dr. Kalos refuses your request for access to your records, you have a right to have the decision reviewed by another mental health professional, which Dr. Kalos will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Consent to Psychotherapy

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Notice of Privacy Policies

THIS NOTICE INVOLVES YOUR PRIVACY RIGHTS AND DESCRIBES HOW INFORMATION ABOUT YOU MAY BE DISCLOSED, AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Confidentiality

As a rule, I, Dr. Kalos, will disclose no information about you, or the fact that you are my patient, without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes. However, I do not routinely disclose information in such circumstances, so I will require your permission in advance, either through your consent at the onset of our relationship (by signing the attached general consent form), or through your written authorization at the time the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting me.

II. “Limits of Confidentiality”

Possible Uses and Disclosures of Mental Health Records without Consent or Authorization

There are some important exceptions to this rule of confidentiality – some exceptions created voluntarily by my own choice, [some because of policies in this office/agency], and some required by law. If you wish to receive mental health services from me, you must sign the attached form indicating that you understand and accept my



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policies about confidentiality and its limits. We will discuss these issues now, but you may reopen the conversation at any time during our work together.

I may use or disclose records or other information about you without your consent or authorization in the following circumstances, either by policy, or because legally required:

- **Emergency:** If you are involved in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to you.
- **Child Abuse Reporting:** If I have reason to suspect that a child is abused or neglected, I am required by Pennsylvania law to report the matter immediately to the Pennsylvania Department of Human Services.
- **Adult Abuse Reporting:** If I have reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, I am required by PA law to immediately make a report and provide relevant information to the PA Department of Welfare or Social Services.
- **Health Oversight:** Pennsylvania law requires that licensed psychologists [social workers; counselors] report misconduct by a health care provider of their own profession. By policy, I also reserve the right to report misconduct by health care providers of other professions. By law, if you describe unprofessional conduct by another mental health provider of any profession, I am required to explain to you how to make such a report. If you are yourself a health care provider, I am required by law to report to your licensing board that you are in treatment with me if I believe your condition places the public at risk. Pennsylvania Licensing Boards have the power, when necessary, to subpoena relevant records in investigating a complaint of provider incompetence or misconduct.
- **Court Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information unless you provide written authorization or a judge issues a court order. If I receive a subpoena for records or testimony, I will notify you so you can file a motion to quash (block) the subpoena. However, while awaiting the judge's decision, I am required to place said records in a sealed envelope and provide them to the Clerk of Court. In PA civil court cases, therapy information is not protected by patient-therapist privilege in child abuse cases, in cases in which your mental health is an issue, or in any case in which the judge deems the information to be "necessary for the proper administration of justice." In criminal cases, PA has no statute granting therapist-patient privilege, although records can sometimes be protected on another basis. Protections of privilege may not apply if I do an evaluation for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** Under PA law, if I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I am legally required to take steps to protect third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18, 2) notifying a



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law enforcement officer, or 3) seeking your hospitalization. By my own policy, I may also use and disclose medical information about you when necessary to prevent an immediate, serious threat to your own health and safety. If you become a party in a civil commitment hearing, I can be required to provide your records to the magistrate, your attorney or guardian ad litem, an evaluator, or a law enforcement officer, whether you are a minor or an adult.

- **Workers Compensation:** If you file a worker's compensation claim, I am required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

- **Records of Minors:** Pennsylvania and New Jersey have a number of laws that limit the confidentiality of the records of minors. For example, parents, regardless of custody, may not be denied access to their child's records; and evaluators in civil commitment cases have legal access to therapy records without notification or consent of parents or child. Other circumstances may also apply, and we will discuss these in detail if I provide services to minors. [For adolescents in psychotherapy, also see Sample Adolescent Consent Form, to be signed by minor and parent]

Other uses and disclosures of information not covered by this notice or by the laws that apply to me will be made only with your written permission. [This sentence is now required under the HIPAA "Final Rule."]

III. Patient's Rights and Provider's Duties:

- **Right to Request Restrictions-**You have the right to request restrictions on certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment for your care. If you ask me to disclose information to another party, you may request that I limit the information I disclose. However, I am not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell me: 1) what information you want to limit; 2) whether you want to limit my use, disclosure or both; and 3) to whom you want the limits to apply.

- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations —** You have the right to request and receive confidential communications by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address. You may also request that I contact you only at work, or that I do not leave voice mail messages.) To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.

- **Right to an Accounting of Disclosures –** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in section III of this Notice). On your written request, I will discuss with you the details of the accounting process



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- **Right to Inspect and Copy** – In most cases, you have the right to inspect and copy your medical and billing records. To do this, you must submit your request in writing. If you request a copy of the information, I may charge a fee for costs of copying and mailing. I may deny your request to inspect and copy in some circumstances. I may refuse to provide you access to certain psychotherapy notes or to information compiled in reasonable anticipation of, or use in, a civil criminal, or administrative proceeding.
- **Right to Amend** – If you feel that protected health information I have about you is incorrect or incomplete, you may ask me to amend the information. To request an amendment, your request must be made in writing, and submitted to me. In addition, you must provide a reason that supports your request. I may deny your request if you ask me to amend information that: 1) was not created by me; I will add your request to the information record; 2) is not part of the medical information kept by me; 3) is not part of the information which you would be permitted to inspect and copy; 4) is accurate and complete.
- **Right to a copy of this notice** – You have the right to a paper copy of this notice. You may ask me to give you a copy of this notice at any time. Changes to this notice: I reserve the right to change my policies and/or to change this notice, and to make the changed notice effective for medical information I already have about you as well as any information I receive in the future. The notice will contain the effective date. A new copy will be given to you or posted in the waiting room. I will have copies of the current notice available on request.

Complaints: If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to my office. You may also send a written complaint to the U.S. Department of Health and Human Services.



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Participant’s Acknowledgement of:

Receipt of Notice of Privacy Practices

Please sign, print your name, and date this acknowledgement form.

I have been provided a copy of Dr. Kalos’s Notice of Privacy Practices.

We have discussed these policies, and I understand that I may ask questions about them at any time in the future.

I consent to accept these policies as a condition of receiving mental health services.

I have read and understand the information above:

Name of participant

Signature of participant Date

***The consent agreement will remain in effect until therapy has been terminated or there is a lapse in treatment of longer than six months.*

In case of emergency:

In a clinical emergency, if you are unable to reach Dr. Kalos, please call 911 and/or present yourself to the nearest emergency room for evaluation. You may also call the 24/7 and toll free National Suicide Prevention Lifeline at 1-800-273-8255.

In case of an emergency, you give Dr. Kalos, permission to contact the following person:

Emergency Contact Information:

Name of Emergency Contact Relationship to participant

Contact number(s)



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Please allow Dr. Kalos, to send an appreciation letter to thank the professional who referred you (no clinical information will be included):

Title: _____ First Name: _____ Last Name: _____

Address: _____

Website: _____ Email: _____

Please provide your approving signature: _____