Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose and you can change your mind and revoke that permission at any time.

If you elect to communicate via electronic technology like email, it is important to understand that third party carriers may have access to otherwise confidential information. All emails are retained by my internet service provider. Under normal circumstances no one looks at the logs. However, the information in theory is available to be read and is not completely confidential. If you communicate with me via email please understand the risks.

I do not use email to address therapeutic issues. If I receive an email from you about our work together, I will, if appropriate, acknowledge receipt of the email and let you know we will address this in our next session.

If I receive an email from you about office logistics such as scheduling, referrals, etc., I will acknowledge receipt of the email letting you know we will address your questions in our next session unless it is necessary to communicate about it before we meet. In that case, I will either email, if appropriate, or follow up with a phone call.

My office number is a wireless home phone number, not a traditional landline, and uses the cell phone towers for transmission. There are times I will call from that number or my cell phone number or reach you on your cell phone. By signing this consent, you agree that this may take place and that you understand and accept the risks of such communication.

The following are legal exceptions to your right to confidentiality. I would inform you of and discuss with you any time when I think I will have to put these into effect.
1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

2. If I have good reason to believe that you are physically or sexually abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective and Adult Protective Services.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or family members and may seek involuntary hospitalization. I would explore all other options with you before I took these steps.

The following are non-legal exceptions specific to my practice:

1. To consult with my supervisor, consult, or training group when deemed necessary for treatment.

2. In case of emergency when you cannot give your consent, I will contact the person listed as your emergency contact and may contact 911 if needed for your care.

3. To provide to my bookkeeper any necessary client information needed to maintain accurate books. To receive from my bookkeeper any necessary bookkeeping information required for me to conduct business. To allow my bookkeeper to consult with her business services consultant to ensure accuracy of bookkeeping services provided.

The following are non-legal exceptions specific to couples in my practice:

To allow access to Geek Squad for computer maintenance and problem resolution as needed.

If you and your partner have individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and we will talk about how to bring this back into the couples therapy. Do not tell me anything you wish kept secret from your partner.

II. Emergency Policy

I have a pager for emergencies. Please leave a message on my office number and then call my pager at 535-9144 and leave your number there. I will call you back.

III. Record-keeping

I keep very brief records, noting only what has been discussed and addressed in session. You have a right to request in writing a copy of your file be made available to you or another healthcare provider. I will provide a treatment summary as I do not release records. I maintain your records in a secure location that cannot be accessed by anyone else.

IV. Diagnosis

If you submit my bill for reimbursement, I am normally required to give a diagnosis to that third party for you to be reimbursed. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All diagnoses come from the DSM-V.
V. Fees

I agree to pay the fee of $125 for services. Full payment is required at each session.

Your responsibility as a client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last 50-60 minutes. If you are late, we will end on time and not run over into the next person’s session. If you miss a session without canceling or cancel with less than 24 hour notice, you will be charged for that session.

Complaints

If you are unhappy with what’s happening in therapy, I hope you will talk with me about it so that I can respond to your concerns. If you believe that I’ve been unwilling to listen and respond, or that I have behaved unethically, you can file a complaint about my behavior with the Board of Behavioral Science Examiners, Sacramento, Ca 95834.

Client Consent

I acknowledge that I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to and understand it. I understand my therapist’s rights and responsibilities to me and my rights and responsibilities as a client. By signing this consent, I accept all that is written above and agree to undertake therapy with Lydia Mendoza, LCSW with full knowledge of the responsibilities and risks.

______________________________  ________________________
Client Signature                  Date

______________________________  ________________________
Client Signature                  Date