

**Informed Consent for Dynamic Psychotherapy or Psychotherapeutic Consultation**  
**(Individual, Couple, Group, and Family)**

**The state expects that you will be informed of all possible contingencies that might arise in the course of psychotherapy. Please check to be sure you have read, understood, and discussed all questions with your therapist. An informed consent has the force of contract, so we cannot proceed until we reach an agreement on all items.**

Name \_\_\_\_\_ Fee \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address (If different): \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone \_\_\_\_\_ Birth Date \_\_\_\_\_

Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_

Referred by: \_\_\_\_\_

Medical Insurance \_\_\_\_\_

Insured's Name (If different) \_\_\_\_\_

Policy Number \_\_\_\_\_ Group Number \_\_\_\_\_

**Note on Cancellations:** Due to the long-term nature of my practice, I must hold you responsible for all regularly scheduled consultation sessions *whether or not you are able to attend*. Should it be necessary for you to cancel an appointment, I must have 24 hour notice in order to waive the fee. I cannot bill your insurance for missed sessions.

**Note on Insurance Reimbursement:** Due to the complexities and time delays of insurance reimbursements, I must ask that you pay at the beginning of each session. Or if I agree to send a bill, that you *pay in full no later than the tenth of each month*. A copy of your bill is to be submitted by you with your insurance form directly to your company. Insurance payments will be sent directly to you or will be credited to your next month's billing if sent to me, however you prefer.

**Confidentiality:** State law and professional ethics require therapists to maintain confidentiality except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. "Tarasoff" or "Ewing" situations in which serious threat to a reasonably well-identified victim is communicated to the therapist.
3. When threat to injure or kill oneself is communicated to the therapist.
4. If you are required to sign a release of confidential information by your medical insurance.
5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. Think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together.
6. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute

confidentiality) when disclosing private information to other participants in the treatment process. Secrets cannot be kept by the therapist from others involved in your treatment process.

7. I may at times speak with professional colleagues about our work without asking permission, but all identities will be disguised.

8. My personal secretary and office manager have access to locked and coded records but are legally charged with confidentiality.

9. Clients under 18 do not have full confidentiality from their parents.

10. It is also important to be aware of other potential limits to confidentiality that include the following:

- All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices.
- Cell phones, portable phones, faxes and e-mails are used on some occasions.
- All electronic communication compromises confidentiality.

### **About the Relationship with the Therapist**

Because of the nature of psychotherapy, the therapeutic relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client only. If we were to interact in any other ways, we would then have a "dual relationship". Therapy professions have rules against such relationships to protect us both.

- I cannot be your supervisor, teacher, or evaluator.

- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts. I cannot have any other kind of business relationship with you besides the therapy itself.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

There are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions. A therapist offers you choices and helps you consider what is best for you.

You should also know that therapists are required to keep the identity of their clients confidential. Therefore, if you have any particular preferences about public meetings, let me know, otherwise I may ignore you when we encounter each other in a public place. I must decline to attend your family's gatherings if you invite me. Lastly, when therapy is completed, I will not be able to socialize with you like your other friends. In sum, my duty as therapist is to care for you and my other clients, but only in the professional role of therapist. I am not permitted to give or to receive gifts from clients except tokens with personal meaning to the therapy process.

**Fees:** The fee for service generally covers a 50-minute session and will be agreed upon in the first treatment session and payable at the time service is rendered. If I agree to bill you at the end of the month full payment is required by the tenth of the next month. Cost of living increases may occur on an annual basis. Telephone calls may be charged at approximately the same rate as personal consultation.

**Availability:** The therapist is available for regularly scheduled appointment times. Dates of vacations and other exceptions will be given out in advance if possible. Telephone appointment times can be made by calling the office during regular office hours.

**Emergency numbers where the therapist can sometimes be reached: 714-914-0673.**

**Emergency service can be obtained by dialing 911 or going to your local emergency room.**

**Termination of Treatment:** The therapist may terminate treatment if payment is not timely, if prescriptions are not filled (such as seeking consultation, refraining from dangerous practices, coming to sessions sober, etc.), or if some problem emerges that is not within the scope of competence of the therapist or if the therapist experiences the interaction as abusive. Clients have the right to terminate at any time but the usual minimal termination for an ongoing treatment process is four to ten sessions and a satisfying termination to long-term work may take a number of months.

Clients are urged to consider the risks that major psychological transformation may have on current relationships and the possible need for psychiatric consultation during periods of extreme depression or agitation. Not all people experience improvement from psychotherapy and therapy may be emotionally painful at times.

Patients have the right to refuse or to discontinue services at any time and complaints can be addressed to

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### **What Is Dynamic Psychotherapy?**

Dynamic psychotherapy originated with the work of Dr. Sigmund Freud in Vienna in the late nineteenth century. Therapy is both a way of understanding human emotions and of helping people with their relationships and their personal problems. The mature or rational self that functions more or less successfully in the real world is only a part of the total person. The more immature, irrational, or unconscious self functions silently in the background to produce various symptoms and maladaptive behaviors that often intrude into the person's social life, personal relationships, school or work activities, and physical health. In dynamic psychotherapy specific problems are viewed in the context of the whole person. The quest for self-knowledge is seen as the most important key to changing attitudes and behavior.

Dynamic psychotherapy is based on the insight that our personalities are the result of passing through and solving relationship issues at many developmental stages. At any stage, the way we have reacted to events in our lives may have caused us to get stuck at a certain level of insight or problem solving. While we go ahead and mature satisfactorily, in many ways we may carry within us the parts that didn't have a chance to develop. We can have a mature exterior and be functioning more or less successfully, while internally we may feel vulnerable, confused, depressed, angry, afraid, and childlike. We may not feel able to bounce back from rejection, get past blocks, allow our real feelings to surface, or stay in touch with our feelings and desires. Our physical health may be compromised in many ways by emotional and relationship issues.

Dynamic psychotherapy is designed to help the client get in touch with her or his unconscious memories, feelings, and desires that are not readily available to the conscious mind. Therapy is designed to help clients of all ages understand how their unconscious feelings and thoughts affect the ways they act, react, think, feel, and relate. Whether or not therapy works depends a great deal on the client's willingness and ability to experience all relationships deeply, especially the therapeutic relationship. Each client, by expressing her or his story in whatever ways possible to someone who knows how to listen and to give new meanings back, has the opportunity to learn about herself or himself in a new way.

Dynamic psychotherapy can provide a safe place for people of whatever age to discover for themselves their own truths. It provides a unique opportunity to re-experience personal history in a new relationship, to see it in a new way, and to make connections between past and current conflicts that illuminate the way one relates to oneself and to others.

Clients are encouraged to talk about thoughts and feelings that come up about therapy or about the therapist. These feelings are important because elements of one's earliest affections and hostilities toward parents and siblings are often shifted onto the therapist and the process of therapy. This phenomenon, known as "transference," offers a rich source of understanding, for it offers the possibility for people to re-experience and re-work important feelings arising from the past with the maturity they possess in the present.

Dynamic psychotherapy is usually not a short-term therapy as it takes time to explore the complex layers of feeling and experience that make up a person's own unique relationship history. People find that their therapy can easily extend for several years but there is no prescribed length of treatment. Only the people closely involved have a sense of when personal

goals have been met. When the client feels she or he has accomplished the desired goals, then a termination date can be set and agreed upon.

Dynamic psychotherapy aims to help people experience life more deeply, enjoy more satisfying relationships, resolve painful conflicts, and better integrate all the parts of their personalities. Perhaps its greatest potential gift is the essential freedom to change and to continue to grow in relationships.

### **Agreement for Dynamic Psychotherapy Consultation**

I have read this informed consent completely and have raised any questions I might have about it with my therapist. I have received full and satisfactory response and agree to the provisions freely and without reservations.

I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his/her professional association as well as the laws of the state of California governing the practice of psychotherapy and that she is liable for infractions of those standards.

I understand that I will be fully responsible for any and all legal and/or collection costs arising as a result of my contact with my therapist, including compensation at our agreed upon rate for his or her time involved in preparing for and doing court work.

I understand that my therapist from time to time makes teaching and research contributions using disguised client material. By consenting to treatment I am giving consent to this process of professional contribution and the right to use disguised material without financial remuneration.

### **Arbitration Agreement**

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated under the auspices of the American Arbitration Association, which will be considered as a complete resolution and legally binding decision under state law, which [in California] states us follows:

"NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE ONE OF THIS CONTRACT."

[Note: California Law requires that the above sentence be printed in .12 red ink]

Article 1: "It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by [state] law, and not by lawsuit or resort to court process except as [state] law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a

court of law before a jury, and instead are accepting the use of arbitration." Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance procedures.

This agreement constitutes the entirety of our professional contract. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Parent or Guardian Signature

\_\_\_\_\_  
Date

**Statement of the Therapist**

This document was discussed with the client and questions regarding fees, diagnosis, and treatment plan were discussed. I have assessed the client's mental capacity and found the client capable of giving an informed consent at this time.

Date and Initial of Therapist \_\_\_\_\_.