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INFORMED CONSENT FOR PSYCHOLOGICAL SERVICES

Welcome to my practice. I appreciate the opportunity to be of help to you. This document provides information that allows you to make an informed decision before proceeding. When you sign this document, it will represent an agreement between us. The information provided herein regarding my policies for protecting the privacy of confidential medical information is provided as required by law. Please feel free to ask any questions and/or express any concerns you may have. I look forward to discussing them with you during our first session.

Psychological Services

Psychotherapy is not easily described. It varies depending on the personalities of the psychologist and patient, and the particular problems the patient brings to treatment. Going to psychotherapy treatment is not like going to a medical doctor. Psychological treatment calls for a very active effort on your part. In order for the therapy to be most successful, you will be required to carefully consider and apply the things we talk about both during and between our sessions.

Psychotherapy presents benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings when you leave the sessions, such as sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to be quite beneficial for people who receive treatment. Benefits of therapy may include more successful relationships, solutions to specific problems, and significant reductions in feelings of distress.

Our first few sessions will involve an evaluation assessing your treatment needs. During this evaluation period, I will be asking you lots of questions in order to get to know you and to gain an understanding of what is going on and what you would like to accomplish in therapy. By the end of these sessions, I will be able to offer you some ideas of what is going on and initial treatment goals, which will include any potential difficulties and how we will address them if you decide to engage in the therapeutic process. You should evaluate this information along with your own impressions of whether you feel comfortable working with me in order to make an informed decision of whether to continue therapy. Therapy involves a significant investment of time, money, and energy, so you are advised to think carefully about making this commitment. If you have questions or concerns about our work together, I will be happy to discuss them whenever they arise. In general, it would be important for us to discuss your concerns and attempt to address them directly. If you decide at any time that our work together is not satisfactory, I will help you determine the best course of action to take.

Sessions

I normally conduct an initial evaluation that lasts 1-4 sessions. During this time, we can both decide if I am the best person to provide the services that you need. If we decide to work together in psychotherapy, I will typically schedule at least one 50-minute session per week at a time we agree upon. Once an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Because missed appointments cannot typically be billed to insurance carriers, you will be solely responsible for paying for those appointments.

Professional Fees

My hourly fee is \$130 for individual, couple, child, and family sessions. For clients who are motivated for therapy, but have a limited income, I may be able to negotiate a reduced fee according to a sliding scale. The sliding scale rate is based upon monthly income and the number of dependents and will be offered on a

limited basis. I will not ask for proof of your income, but you will be asked to sign a statement verifying your income and agreeing that it will be your responsibility to inform me of any changes in your income that may require an adjustment to your sliding scale fee.

In addition to regular appointments, I charge this fee for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services may include report writing, extended telephone conversations longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my time.

Billing and Payment for Services

Unless otherwise agreed upon, payment is expected at the time of service. Based upon your needs, and if mutually agreed upon, I may be willing to negotiate a billing agreement. Payment schedules for other professional services will be determined at the time they are requested. If making payments by check, please pay to the order of Kim Loewen, Psy.D. If a check is bounced, you will be charged a fee of \$35. If two or more checks are bounced, you will be asked to pay for future sessions with cash or credit card.

Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I am an In Network provider with Medi-cal and TERM. For most other insurance companies, I can provide services and bill your insurance as an Out of Network Provider. I can fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled. You should carefully read the section in your insurance coverage booklet that describes mental health services or call your plan administrator. I will be happy to help you in understanding the information you receive from your insurance company, and if it is necessary, I am willing to call the company on your behalf.

You should be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide your insurance company with only the information required in order to meet their administrative needs. It is important to remember that you always have the right to pay for my services yourself to avoid any problems. Any insurance payments will be processed under the name Kim Loewen, Psy.D. and it is required that I collect co-pays at the time of service.

Professional Records and Confidentiality

How the information in your record is utilized

The laws of California and the standards of my profession require that I keep medical records of your treatment. The information in your medical record is utilized in a number of ways. I use it to plan your treatment and keep a record of the significant issues that we address in treatment. I also use the information to coordinate your treatment with other professionals or to provide information to significant others or family members; information is only provided to those that you have given me permission in writing to communicate with regarding your treatment.

Information in your medical record may also be required by your insurance company or health plan so that the treatment you receive from me can be paid for by the insurance company or health plan. For example, I may need to provide information about a service you received, or I may be required to provide information prior to treatment so that your plan will cover the treatment. In these cases, only information required for payment is provided to the insurance company or health plan. By signing this Consent, you authorize me to provide information to your insurance company as needed for payment for services.

For patients under eighteen years of age, please be aware that the law provides parents the right to examine treatment records. It is my policy to request an agreement from parents that they agree to give up access to minor patient's records. If they agree, I will provide them only with general information about the treatment,

unless I feel there is a high risk that the minor patient is facing serious jeopardy or harm. In that case, I will notify parents of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving parents any information, I will discuss the matter with the minor patient, if possible, and do my best to handle any objections the minor patient may have with what I am prepared to discuss.

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission.

Exceptions to your Confidentiality

There are some exceptions to your protections. In general, I will provide information from your record when required to do so by local, state, or federal law. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he or she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, a person over age 65, or a disabled person is being abused or mistreated, I may be required to file a report with the appropriate state agency.

If I believe that a patient poses a serious risk to someone, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm him or herself, I may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant also requires me to be legally bound to keeping the information confidential.

If a situation occurs that requires that I share information without your written permission, I will make every effort to fully discuss it with you before taking any action. In order to release any information to another party, I will ask that you sign an *Authorization to Release Information*. You may revoke your *Authorization* at any time.

Your rights regarding information in your Medical Record

Right to Inspect and Copy: You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. If I deny you access to your records, you can request to speak with an independent colleague of mine about your request. Your request for independent review of your request should also be made in writing. If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request.

Right to Amend: If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form.

Right to an Accounting of Disclosures: You have the right to request an "Accounting Of Disclosures." This is a list of the disclosures I have made of medical record information. That information is listed on the *Authorization To Release Information*, and will be provided to you at your written request.

Right to Request Restrictions: You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your *Authorization To Release Information* should be specified on the *Authorization*.

Right to Request Confidential Communications: You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail.

Complaints Regarding Privacy Rights: If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent colleague of mine, or with the U.S. Department of Health and Human Services, 50 United Nations Plaza, Room 322, San Francisco, CA, 94102. You will not be penalized for filing a complaint.

You have the right to a paper copy of this document, and you will be offered one when you sign the original for your medical record. I reserve the right to change my policies as outlined herein. If they change, you will be informed of that change and will be provided with a copy of the current document if desired.

Agreement to Arbitrate: It is understood that any dispute as to psychological malpractice, that is as to whether any psychological 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 California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the psychologist and the psychologist's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including claims for loss of consortium, emotional distress or punitive damages.

A demand for arbitration must be communicated in writing to all parties. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request.

Contacting Me

I am often not immediately available by telephone. In addition to my private practice, I have other clinical responsibilities at other locations. While I am usually working Monday through Friday between 8 a.m. and 7 p.m., I will not answer the phone when I am with a client. When I am unavailable, my telephone will roll over to a voicemail system that I monitor during regular business hours. I will make every effort to return your call as soon as possible, and typically on the same day you make it, with the exception of weekends and after hours. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

If you feel that you can't wait for a return call or if it is an emergency, you can contact the San Diego Access and Crisis Line (1-800-479-3339) or go to the nearest emergency room and ask for the psychologist or therapist on call. If you are in a medical emergency, call 911.

I am available by email to discuss scheduling issues and, in some cases, to exchange information such as research, articles, or recommendations regarding your treatment goals. However, because I cannot guarantee the security of email communication, and because our work together is best done in person, I will not discuss your personal treatment information via email. Email should never be used in emergency situations. If you are canceling or re-scheduling an appointment via email, you will be expected to pay for the session unless you provide 24 hours advance notice of cancellation.

Due to the sensitivity of the work we will do together, I am not able to communicate with you via text messaging, instant messaging, or Facebook. Please understand that if you attempt to communicate with me via these methods, I will not respond.

If I Need to Contact Someone About You

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you - perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned of you harming someone else. Please write down the name and information of your chosen contact person in the blanks provided:

Name: _____ Relationship to you: _____

Phone: _____ Address: _____

**Consent for Treatment
&
Notice of Business Policies and Privacy Practices**

Your signature below indicates that we have reviewed the information contained in the Consent for Treatment & Notice of Business Policies and Privacy Practices document, that you have received a copy of the document, and that you agree to abide by its terms during our professional relationship.

I understand that no specific promises have been made to me by this therapist about the results of treatment. I have read and discussed the points addressed in the Consent for Treatment and have had all of my questions fully answered. I hereby agree to enter into therapy with Kim Loewen, Psy.D., and to cooperate to the best of my ability, as shown by my signature here.

Signature: _____ Today's Date: _____

Printed name: _____

Guardian Signature (if Patient is a Minor) _____