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CLINICAL PSYCHOLOGIST

THE PSYCHOLOGY CENTER 380 GLENNEYRE SUITE D LAGUNA BEACH, CA 92651

Dear New Client--

Welcome. I am looking forward to meeting with you for your first appointment. I love my work as a psychologist and look forward to helping you with whatever challenges you would like to explore and resolve. Directions to my office are located on my website: <u>www.cullagunabeach.com</u>.

There are some policies, procedures and disclosures that I may not fully review with you initially because I am most interested in understanding you and your concerns. To ensure you are fully informed, I felt writing them down would save time and avoid confusion. As a result, <u>this document will act as an agreement between you and me</u>. Please retain a copy of this agreement and please feel free to discuss any questions or concerns you have about these policies or any other matter at any time. I will gladly discuss any of these with you. As a potential consumer of psychological services, you are entitled to be fully informed. Of course, I will also bring up matters with you which seem to directly affect your particular concerns.

My view of psychotherapy is that you, as a client, are hiring me, as the therapist, to consult with you regarding growth issues or problems that significantly impact your life. Some of my clients view our relationship as coaching them to achieve their goals. One aspect of my practice is executive coaching for healthy people who wish to enhance their performance and communication in their profession or lives.

The goals of therapy and coaching are best set by both client and therapist together, so that our agendas in working together can be clear and most effective. With these goals in mind, a treatment plan will be developed using the latest psychological information available for helping you.

## Legal & Ethical Statements

The following disclosure statements are to provide you with information concerning therapy, as well as the legal and ethical issues related to services provided by licensed psychologists in California, and any federal rules and regulations concerning you.

**TYPE OF THERAPY:** Many different kinds of psychotherapy are available to the consumer today. Although it is difficult to present a comprehensive statement of my therapy style and theory within the confines of this disclosure, I want to share some fundamental ideas with you. We can discuss these any time you wish.

Therapy is essentially a relationship between the client and the therapist. The client may be an individual, a couple or a family. The initial focus of the therapy is on understanding thoughts, emotions and life situations that concern the client. Therapy then offers the support, skills and directions that facilitate the client's desired changes.

As a client you have the ability to understand and implement change; you are responsible for deciding the ultimate course of action. Through a sequence of self-explorations, which include an investigation of your family history and a commitment to change personal behaviors, you learn more about yourself and the external factors that affect the quality of your life. You may find improved skills in the areas of communication, decision making, personal effectiveness, self-control and self-understanding. Formal and informal assessments, readings, structured experiences, journal writing, and "homework" are sometimes used to augment the therapy experience. You are in full control of what you want to accomplish in therapy, and we decide together what methods to use. It is most helpful, I find, if you are as open and honest as possible about what you choose to share.

If I feel you can best be helped by a therapeutic method different from my own scope of practice, I will discuss a referral with you.

My background statement and a more detailed therapy orientation are available on my website. I hope our work together will add significantly to your experience of wellbeing and achieving your goals.

**RISKS AND BENEFITS OF THERAPY AND COACHING**: The desired benefits are your improved ability to identify problematic areas, evaluate reasonable options and take action in an honest manner. A good therapy or coaching experience also offers opportunities to learn important things about one's self, to acquire helpful life management skills and to integrate both past and present learning toward higher functioning. The risks include the awareness of negative feelings and situations, some of which may not be changed to your satisfaction. Some awareness may cause emotional disability or disruption to your current life. The possible realization that therapy is helpful and desired, but beyond the limits of your financial resources is also a risk.

You may wonder if there are any guarantees in the light of the benefits and risks presented here. In short, while I expect that therapy will be helpful, there is no guarantee that therapy with me will be the best way to reach your desired goals. Because every therapeutic experience is unique, it varies from individual to individual. Therefore, it is vital that you feel free to discuss any concerns you have about the course of treatment with me at any time. As a client, you also have the right to seek a second opinion from another clinician. I encourage you to do so if you feel it may be beneficial.

**RIGHTS OF CLIENTS**: My practice is guided by the Ethical Code of the American Psychological Association. A copy of that code, as well as a discussion of clients' rights, is available online, see <u>https://www.apa.org/ethics/code</u> see also <u>https://www.apa.org/topics/ethics/potential-violations</u>. Sexual intimacy between client and therapist is never appropriate whether during or following a therapeutic relationship and here is the California Board of Behavioral Sciences pamphlet link on the issue: <u>https://www.dca.ca.gov/publications/proftherapy.pdf</u>. The State Board of Psychologists in Sacramento investigates reports of such behavior.

**INDEPENDENT PRACTICE:** While I am housed with The Psychology Center and enjoy the benefits and the stimulation of interaction with my very skilled peers, each practice, including mine, is completely independent. We are each separately responsible for our own policies and practices.

## Therapeutic Policies

**TREATMENT SESSIONS**: Therapy sessions are usually held once a week for fifty minutes. Sessions are scheduled on a weekly basis until you and I mutually agree that a different time schedule is appropriate. If we decide EMDR therapy for trauma is an appropriate therapy for you, sessions are scheduled differently. After initial orientation session, EMDR therapy is usually scheduled for 90-minute sessions per week or every other week. Sometimes sessions are separated by a non-EMDR session to process changes that are occurring. Goals for therapy are determined within the first few sessions. These are periodically reviewed and refined. Termination occurs when both of us mutually agree that the goals have been satisfactorily addressed or there is some other reason to terminate. You have the right to terminate at any time; I ask that you discuss your concerns with me for at least one session or by telephone before you leave therapy.

**THERAPY AND PHYSICAL SYMPTOMS:** Physical symptoms are often the result of emotional stress. They can be reduced and even eliminated under certain therapy conditions. It is important, however, that an appropriate medical specialist review your current situation to ascertain the degree to which any symptoms have a physical basis. A physical exam is therefore required when any physical symptoms are a primary concern. If there is a physical problem that affects your therapy, I will work closely with your medical specialist (with your consent) to coordinate treatments and services. It is important for you to let me know if you have a persistent physical discomfort. I will discuss a referral to another specialist with you.

**MEDICATIONS IN PSYCHOLOGICAL THERAPY:** Depending on symptoms and problems, medications may or may not be appropriate. As a psychologist I am not licensed to prescribe medication. In the event a consideration for possible medications for psychological distress seems necessary, then I will refer you and assist you in obtaining a medical evaluation. It is your responsibility to inform me of any and all prescribed medications and changes in medications as they may significantly affect your mental status and therapy. It is also important that you are compliant with the course of treatment as prescribed by your physician. For some conditions however, therapy has been shown to be more effective than medications. I will inform you if I feel medications will affect or enhance your treatment.

**LIMITATIONS AS A THERAPIST:** Because I have family responsibilities, I do not do hospital work or severe substance abuse cases. If we feel you require these special services, I will refer you to another therapist, or to a program I trust that specializes in these areas. I will maintain contact with you and support you during that time as permitted by the new treatment professional.

**CONFIDENTIALITY:** The information presented in therapy is personal and confidential. Information is also legally protected. The only circumstances when information could be shared without your prior written and verbal permission are when there is a clear intention to do harm to yourself or to someone else. I also have a legal and ethical responsibility to notify appropriate social agencies of any suspicion of emotional, physical or sexual abuse or neglect of a child, a dependent disabled adult or an elderly person. Please note that if you initiate (or otherwise become involved in) a lawsuit, your mental status and all your records may become subject to court scrutiny. I will release information when your insurance company asks for routine

information if you have previously authorized it and when I receive a valid court subpoena. Even when I receive previously signed written authorizations for insurance purposes or regarding legal matters, I will contact you to discuss whether I feel releasing all or some of the information is in your best interest. It is my general policy to forward all information to you, for you to release to your Insurance Company or lawyer as you see fit. As required, I will respond to any subpoena directly, even if you receive a copy.

**PROFESSIONAL WILL.** In the unlikely event of my sudden inability to conduct my therapy practice, I have a professional will. The provisions will be carried out by one of a set of highly competent and trusted professional colleagues. They will use my secure database of clients to contact anyone who has seen me in a professional capacity in the previous 7 years. You will be given a chance to talk about what has happened and will be offered one or more referrals if you desire. By signing this agreement, you are agreeing to have your name released to a trusted professional psychologist for this purpose.

**PRIVACY AND VISIBILITY:** Laguna Beach is a small town which can present some challenges to maintaining privacy for those receiving professional services. While unlikely, it is possible that you will recognize someone or be recognized by someone in the waiting room of the office. If you know someone who sees me and you don't want to cross paths, please let me or my staff know. I ask all my clients to maintain their privacy and the privacy of others in and out of the office. Of course, I will maintain the confidentiality of all parties at all times. I also live in Laguna Beach, and you may encounter me accidentally or in a planned or expected manner in the community. Unless you tell me otherwise, I will neither acknowledge you in the community first, nor will I acknowledge working with you without your permission. If I act like I don't see you, I probably don't. Please remember I am practically blind at a short distance. Please feel free to discuss any concerns you might have about this with me.

**ORIENTATION AND CONFIDENTIALITY IN COUPLE, AND/OR FAMILY THERAPY:** My orientation to family and marriage therapy is that children and individuals do better when the family remains intact except in cases of domestic violence or child abuse. When I treat you whether as part of a couple or family group, no information is released to outside parties without the written consent of <u>all</u> parties present. Minor children (when appropriate) will also be asked for their consent. When we meet in individual sessions in the context of family therapy, no information is shared with other members of the family unless that individual (even a minor child) shares it himself/herself or indicates a willingness for me to share. It will not be shared unless their disclosure suggests they are putting themselves or others in grave danger. Even then I will discuss any disclosure prior to making it, if possible. Again, you are agreeing to this procedure when you sign this agreement.

**REQUESTS FOR INFORMATION:** Insurance companies (including health maintenance organizations and preferred provider organizations) sometimes require extensive documentation of your diagnosis, treatment plans and progress. While I am happy to comply with such requests, I must charge for my preparation time and routine costs if lengthy reports are required. Fees for report preparation will be billable at \$250 per hour and, when litigation is involved, are not included in testimony or preparation charges. I will provide you with separate documentation of those fees should the need arise.

These organizations are not always obligated to maintain any legal privilege or to preserve confidentiality

and may have no ethical guidelines. It is my policy to contact you directly when I receive written requests even when the request includes written authorizations to release information. I do this so we can discuss exactly what you wish released and how I might accomplish this. You should be aware that by using any third-party payment (such as health insurance), either the releases you sign or the processing procedures followed might compromise your legal protections of privilege and confidentiality. I find many of my clients are unaware of the existence of the Medical Information Bureau that has over 750 insurance companies as members. They share with other health, life and mortgage insurers, as long as you sign a general or specific release. For these reasons and because of the HIPAA regulations discussed elsewhere, when I am asked by you to release information I mail or give you both the original in a sealed envelope and a copy for you so that you may forward it as you choose. Often, I send you a rough draft by email first if you request it. In the case of a court subpoena, however, I must mail it directly from my office.

**LEGAL MATTERS**: Some situations involve legal matters. If you are involved in a legal matter of any kind, you agree to sign the retainer agreement at the beginning of therapy (or at any other time when a legal matter might arise). This is for your protection and mine. See the retainer agreement (Retainer and Expert Fees) under forms if this applies to you.

**RECORDS:** I regularly keep written records of our sessions. These records include date of meeting, who was present, how long we met and brief notes regarding the issues we discussed. I also record quotes and specific details if issues of homicide, suicide, or abuse or neglect or other legal matters are discussed. I document calls to and from other care providers. These records are maintained seven years after age of majority and seven years after the last session ("discharge date") for an adult per California laws and guidelines. Fees for report preparation and review of records for any purpose will be billable at \$250 per hour and, when litigation is involved, are not included in testimony or preparation charges.

**CONSULTATION WITH PEERS:** I routinely consult with my therapist peers regarding cases. This is to ensure my objectivity and that I do not overlook possible avenues to help you. I do not use my clients' names and try to omit all identifying information unless I have a specific signed consent and you wish me to contact my peers. Confidential records of these contacts are kept with your records and I inform you of the discussion if I feel it is helpful to you. If you have any questions or discomfort about this, please do not hesitate to discuss this with me.

**VACATION/OUT OF OFFICE POLICY:** I will always inform you about my plans to be away from the office on the days we usually meet. When I am not available at times other than our scheduled times, I will usually inform you in advance. In any case, my office will be available to inform you who will be "on call". Your signature on this form provides me with permission to share some minimal information about your case with the on-call therapist covering for me. For each vacation, I will inform you what information, if any, I feel it necessary to share and with whom.

**VOICE MAIL SERVICE:** My office has a Voice Messaging Service when you call 949-494-5432. If you do not receive a call back within 12 hours of when you leave a message, please call again because I may not have gotten the message. If your call is urgent or is about an appointment in the next 24 hours, please leave a message then press the # then wait to be prompted to press the number 4, listen for menu then press # (that is, press #, then 4, then #) and I will be paged. If it is a life-threatening emergency and I can't be

reached, call 911.

**TELEPHONE CALLS, TEXTS AND E-MAILS:** Routine calls for the purpose of scheduling or billing information are an expected part of my service and not billed. Telephone calls, emails or texts occurring on weekends that are primarily therapeutic in nature, occur frequently, or require more than ten minutes will be prorated and billed at the usual rate. <u>Please do not use texts to communicate therapeutic information. Texts, email</u> <u>correspondence and cellular phone calls cannot be considered completely confidential or secure</u>. Moreover, texts and email can easily be misdirected (sent to the wrong person) or forwarded which can compromise the confidentiality of the communications. You will want to be cautious with their use. In addition, any emails I receive from you and any responses that I send to you become a part of your legal record.

<u>Consent to receive emails and text</u>. You are agreeing to receive periodic text messages as a means of communication with you. Msg &Data Rates May Apply. You may decide you would prefer to use other means at any time and discontinue the use of texting at any time by notifying us.

<u>I cannot guarantee a timely response on emails so schedule changes and cancellations should</u> <u>always be handled by phone.</u> Also, we do typically respond to calls regarding schedule issues, texts or emails during business hours of Tuesday, Wednesday & Thursday. Please do not text me or my staff outside of our normal business hours regarding schedule changes.

**TELE-HEALTH**: TeleHealth is the term applied to the provision of therapy remotely, rather than in person. It can occur by telephone, video conference or other various other telecommunication devices. I do provide therapy by telephone and by video conferencing where it is appropriate to my client's goals and treatment.

As a reminder, as with email and text, there are some elements of TeleHealth that you should keep in mind. Again, they are not entirely secure. Communications outside an office session may not be entirely private and can be overheard or otherwise compromised (that is, not confidential). In addition, no technology is perfect and can be subject to interruption, or the voices may be unintelligible or misunderstood.

<u>Consent to TeleHealth</u>. In signing this agreement, while recognizing the risks, you are agreeing that the use of telephone, video conferencing or other remote services where we are not meeting in person (that is, TeleHealth), is as an acceptable mode of receiving these therapy services.

**SOCIAL MEDIA AND INTERNET:** As a therapist, my concern is to protect your safety, privacy and confidentiality. For these reasons, I do not follow or accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, Twitter, Instagram, and so on). I do not use search engines or social networking sites (such as Google or Facebook) to obtain information about current clients except in extremely rare crisis situations where I am concerned about your well-being or when you want to show me something about yourself.

You may find my practice listed on business review sites such as Yelp, Healthgrades, Bing, Google and so on. These listings are generated by the search sites and business review sites independently from me and without my knowledge. Please know that this listing is NOT a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish but I would urge caution when sharing personally identifying information in a public forum. Due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I ask you to take your own privacy as seriously as I take my commitment of confidentiality to you.

**FEES FOR SERVICES:** The current fee for service is \$250 for a 50-minute session. It is best to pay in advance when you arrive for your session as we may discuss challenging material and you may be more comfortable leaving directly when the session is over. Payment can be made with cash, credit card or a personal check. <u>I do not accept any insurance</u>. However, if you have insurance coverage, we will be glad to provide you with a receipt or statement satisfactory for filing your insurance claim at the end of each month. Therapy is a significant personal and financial commitment. Please do not hesitate to discuss financial matters with me.

**MEDICARE INSURANCE:** <u>I do not accept Medicare</u>. If you are over the age of 65 and have Medicare, please inform us so we can have you complete and sign the Medicare Opt-Out (Private Contract) Form. It is also available on the website for your convenience.

**MISSED APPOINTMENTS AND CANCELLATIONS:** Sometimes emergencies come up. If I need to cancel or change an appointment time, I will give you 24-hour notice, as I know you will have reserved the time for the appointment. If for any reason I cannot give you 24-hour notice, I will provide our next session free of charge to you. Likewise, I expect that you will give me 24-hour notice if you must cancel the appointment. If, for any reason, you cannot let me know 24 hours in advance you will be charged the regular fee for the time reserved.

**SIGNATURES**: By signing below, you agree as follows:

- You have read the materials presented in this disclosure statement and agreement.
- Your signature indicates that you understand the information and agree with the conditions of therapy as described here, and you commit yourself to compliance with them.
- You understand that once therapy begins, you retain the right to withdraw consent to participate in therapy at any time that seems appropriate.
- You will make every effort to discuss your concerns about the progress of therapy with me before you terminate.

× _		
	Client's Signature	Date
x _		
	Client's Signature	Date
x _		
	Carol Ummel Lindquist, Ph.D. ABPP	Date