

Sophia Robinson, Psy.D.

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**INFORMED CONSENT FOR PSYCHOTHERAPY AND/OR NEUROFEEDBACK,
OFFICE POLICIES, AND INFORMATION AGREEMENT**

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and is subject to HIPAA preemptive analysis.

CONFIDENTIALITY: All information disclosed within sessions, in written communications (including emails and text messages), phone conversations, and the written records pertaining to those sessions and between session communications are part of the medical record and therefore, confidential. They may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to Dr. Sophia Robinson that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Sophia Robinson. In couple and family therapy, or when different family members are seen individually, even over a period, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Sophia Robinson will use her clinical judgment when revealing such information. Dr. Sophia Robinson will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during our work together, or in the future after termination where Dr. Sophia Robinson becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the Evaluation form.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Dr. Sophia Robinson, only the minimum necessary information will be communicated to the carrier. Dr. Sophia Robinson has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is

agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc..), neither you (client) nor your attorneys, nor anyone else acting on your behalf will call on Dr. Sophia Robinson to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Dr. Sophia Robinson consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E – MAILS, CELL PHONE, COMPUTERS AND FAXES: It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails in particular are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. Additionally, Dr. Sophia Robinson's e-mails are not encrypted. Dr. Sophia Robinson's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers on a regular basis. Please notify Dr. Sophia Robinson if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. If you communicate confidential or private information via e-mail and/or text messaging, Dr. Sophia Robinson will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters via e-mail and/or text messaging. Please do not use e-mail, text messaging, or faxes for emergencies. Occasionally, phone messages are unclear or are not recorded properly, in the case that you do not receive a return within a day to an email/text message/phone call from Dr. Robinson, and if the matter is urgent, resend the message and call the office to notify of the sent electronic message. Additionally, out of office messages are recorded on the office phone's answering system, so it is recommended that the greeting is not bypassed and that clients listen to determine office closure status. When Dr. Robinson is out of the office due to planned absence, she will not check phone/email messages daily. If there is a clinical emergency, while Dr. Robinson is on a planned absence, text your message to Dr. Robinson with a brief description of the emergency. Dr. Robinson will return a call to you as soon as she is able. If the situation is a life-threatening emergency (while Dr. Robinson is on a planned absence), call 911 or go to your nearest emergency room immediately and notify Dr. Robinson via text after the life-threatening emergency is resolved.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Dr. Sophia Robinson's profession require that she keeps treatment records for at least 7 years. Unless otherwise agreed to necessary Dr. Sophia Robinson retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with Dr. Sophia Robinson. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Sophia Robinson assesses that releasing such information might be harmful in any way. In such a case Dr. Sophia Robinson will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Sophia Robinson will release information to any agency/person you specify unless Dr. Sophia Robinson assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Dr. Sophia Robinson will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & CRISIS PROCEDURES: If you need to contact Dr. Sophia Robinson between sessions, please leave a voice or text message on the answering service (714) 299-0549 and your call will be returned as soon as possible. Dr. Sophia Robinson checks her messages a few times during the daytime only. If a clinical emergency arises, please leave that information clearly and a short description of the situation and Dr. Robinson will return your call as soon as she is able. Non-emergent calls will be returned during business hours. If a life-threatening situation occurs, contact 911 emergency system or go to your

nearest emergency room immediately. Please do not use e-mail or Faxes for emergencies. Dr. Sophia Robinson does not always check her e-mail or Faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the fee for sessions at the end of each session unless other arrangements have been made. For psychotherapy services, the fees for services are \$230.00 for the Initial Evaluation and \$170.00 per 45–50 minute psychotherapy session thereafter. Neurofeedback services require two (2) assessment sessions (\$230.00 each) before treatment can be started. Neurofeedback session fee is \$170.00 per session. A treatment package is offered of twenty (20) neurofeedback sessions for \$3,000.00 if prepaid in full. If a neurofeedback session is missed without 48 hour notice to Dr. Sophia Robinson, it will be considered a session and deducted from the total remaining sessions of a prepaid treatment package. Refunds are not given, however, a client may have up to a year after their last session to utilize remaining sessions. After that time, they will no longer be available.

Telephone conversations, email communications discussing treatment plan or other clinical issues, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate as psychotherapy sessions, unless indicated and agreed upon otherwise. The fee for court testimony and depositions is \$300.00 per hour which includes all Dr. Robinson's time away from her office for the purpose of the legal proceedings. Please notify Dr. Sophia Robinson if any problems arise during the course of therapy regarding your ability to make timely payments. Health insurance is billed by Dr. Sophia Robinson for those clients who have a health insurance with whom Dr. Robinson is contracted. For health insurance companies with whom Dr. Robinson is not contracted, as a courtesy to the client, she will submit a claim to the health insurance. However, if payment is not received from the health insurance company within 30 days from the date of service, the client will be responsible for the amount of the billed services. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. **It is the client's responsibility** to verify the specifics of their coverage. It is strongly advised that clients verify their insurance coverage prior to receiving services so that the client can determine if their financial portion of the therapy fees is affordable. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Sophia Robinson can use legal or other means (courts, collection agencies, etc.) to obtain payment.

MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Sophia Robinson and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Orange County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Sophia Robinson can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF PSYCHOTHERAPY/EVALUATION AND SCOPE OF PRACTICE:

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Dr. Sophia Robinson will ask for your feedback and views on your therapy, it's progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Dr. Sophia Robinson may

challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Dr. Sophia Robinson is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic, and psycho-educational. Dr. Sophia Robinson provides neither custody evaluation nor recommendation, nor medication or prescription recommendation, nor evaluation for return to work readiness in the case of a disability case, nor legal advice, as these activities do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Dr. Sophia Robinson will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Sophia Robinson's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, Dr. Sophia Robinson will assess if she can be of benefit to you. Dr. Sophia Robinson does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals who you can contact. If at any point during psychotherapy Dr. Sophia Robinson assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Sophia Robinson will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Sophia Robinson will assist you with referrals, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, Dr. Sophia Robinson will offer to provide you with names of other qualified professionals. Dr. Robinson may also terminate therapy if the client misses appointments without adequate advanced notice for the situation or has multiple cancellations of scheduled therapy sessions.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Sophia Robinson's objectivity, clinical judgment or can be exploitative in nature. Dr. Sophia Robinson will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Yorba Linda is a small community and many clients know each other and Dr. Sophia Robinson from the community. Consequently, you may bump into someone you know in the waiting room or into Dr. Sophia Robinson out in the community. Dr. Sophia Robinson will never acknowledge working with anyone without his/her written permission. Many clients choose Dr. Sophia Robinson as their therapist because they know her before they enter into therapy with her and/or are personal aware of her professional work and achievements. Nevertheless, Dr. Sophia Robinson will discuss with you, her client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's responsibility to communicate to Dr. Sophia Robinson if the dual or multiple relationship become uncomfortable for you in any way. Dr. Sophia Robinson will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times Dr. Robinson may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with Dr. Robinson. Dr. Robinson does not accept friend requests from current or former clients on social networking site, such as Facebook and LinkedIn. She believes that adding clients as friends on these sites and/or communicating via such sites is likely to compromise your privacy and confidentiality. For the same reason, Dr. Robinson is requesting that clients do not communicate with her via any interactive or social networking web sites.

SESSION TIME PARAMETERS: The session start time is the time the appointment was set to begin and not when the client arrives. Sessions are 45-50 minutes from the scheduled start time. If a client is running late, please notify Dr. Robinson as soon as possible with your expected time of arrival. If the client has not contacted Dr. Robinson and has not shown up for their appointment within the first 15 minutes of the appointment's start time, the appointment is cancelled and considered a missed appointment. Missed appointments incur the full fee of the session including any portion normally paid for by the client's health plan. However, if an appointment is available in the same week for rescheduling, and the client can make that appointment, the fees for the missed appointment will be waived. The client must request to be rescheduled when they miss their appointment or have to cancel with less than 48 hours advance notice.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of **48 hours (2 days) notice** is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee of the session will be charged to the client for sessions missed without such notification. Insurance companies do not reimburse for missed sessions, so the client is responsible for the copay plus the amount the insurance plan covers. Dr. Robinson understands that illness may be of sudden and acute onset and in those situations; late cancel fees will be waived. However, for all other illness, Dr. Robinson expects that clients will give adequate thought in advance to their therapy appointment and provide a cancel notice no less than **48 hours** from the scheduled appointment when the client believes there is a fair likelihood that they will not be well enough to attend the session.

I have read the above Informed Consent for Psychotherapy and Neurofeedback, Office Policies, and Information Agreement carefully (total 5 pages including this page). I understand them, agree to comply with them, and am voluntarily entering myself or my child into therapeutic relationship with Dr. Sophia Robinson:

FOR ADULT CLIENTS:

Client Name (print)

Client Signature

Date

Client Name (print)

Client Signature

Date

FOR MINOR CLIENTS:

Minor's Name (print)

Date of Birth

Parent Name (print)

Signature

Date

Parent Name (print)

Signature

Date