

Jonibeth (J.B.) Whitney, Ph.D.
Clinical Psychology

License: PSY20238
FAX (310) 667-8542
Telephone (310) 446-8870
JonibethWhitney@gmail.com

1328 Westwood Blvd.
Suite 24
Los Angeles, CA 90024
www.jbwhitneyphd.com

Informed Consent for Treatment (rev 7/5/16)

**Office Policies and General Information Agreement for Psychotherapy,
Neurofeedback and/or Life Skills Coaching Services**

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

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is permitted or required by law or for purposes of treatment, payment or healthcare operations as detailed in the HIPAA Notice of Privacy Practices.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by 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 a client's family members communicate to Dr. Whitney 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. Whitney. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Whitney will use her clinical judgment when revealing such information. Dr. Whitney 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 treatment, or in the future after termination of treatment, where Dr. Whitney 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 Patient Information 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 your claims. If you instruct Dr. Whitney to bill insurance on your behalf, only the minimum necessary information will be communicated to the carrier. Dr. Whitney has no control over, or knowledge of, 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 hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION: Due to the nature of the psychotherapeutic 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 nor your attorney(s), nor anyone else acting on your behalf will call on Dr. Whitney to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy or other treatment records be requested unless otherwise agreed upon.

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

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: Information communicated to Dr. Whitney by e-mail, text, telephone, voice mail and fax may become part of your clinical record. It is very important to be aware that computers and unencrypted e-mail, texts, and e-fax communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Dr. Whitney's computer is encrypted, e-mails, texts and e-

faxes are not. It is always a possibility that e-faxes, texts, and e-mails can be sent erroneously to the wrong address and computers. Unencrypted e-mail or text provides as much privacy as a postcard. You should not communicate any information with Dr. Whitney that you would not want to be included on a postcard sent through the Post Office. Dr. Whitney's computer is equipped with a firewall, virus protection and a password, and she backs up all information from her computer on a regular basis onto an encrypted hard-drive. Please notify Dr. Whitney if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Dr. Whitney 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. **Please confine the use of emails and texts as follows:**

Emails: Email may be used to address simple questions or to provide information to Dr. Whitney for her to respond to during the next scheduled appointment. Dr. Whitney will not engage in lengthy or complex communication via email.

Texts: Please refrain from texting Dr. Whitney before 8:00 A.M or after 9:00 P.M. Texting should be used only for routine business such as scheduling or canceling appointments or informing Dr. Whitney that you are running late for an appointment unless otherwise instructed by Dr. Whitney. **Please do not use texts, email or faxes for emergencies.**

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Dr. Whitney's profession require that she keep treatment records for at least 8 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Dr. Whitney 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. Whitney. 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. Whitney assesses that releasing such information might be harmful in any way. In such a case, Dr. Whitney 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, and upon your request, Dr. Whitney will release information to any agency/person you specify unless Dr. Whitney assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Whitney will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Dr. Whitney between sessions, please leave a voice message at her office telephone (310) 446-8870 and your call will be returned as soon as possible. Dr. Whitney checks her messages regularly on weekdays between 9:00 A.M and 6:00 P.M. unless she is out of town. On weekends and holidays messages are checked twice daily, once in the morning and once in the evening. Routine calls are typically returned by the next business day. In the event of a psychological emergency you may page Dr. Whitney by following the instructions on her outgoing telephone message. Dr. Whitney will return these calls as soon as possible but cannot guarantee immediate availability. If you need to talk to someone right away call the Police at 911, who can either respond directly to your emergency or help you contact the Psychiatric Emergency Services or 24-hour crisis line in your area. Again, please do not use email, texts or faxes for emergencies.

There is no charge for the first 15 minutes of an emergency consultation. Non-emergency telephone consultations are billed at the client's customary rate in increments of 15 minutes. Dr. Whitney will advise you if and when fees apply to any given telephone consultation. Business calls such as setting, confirming or canceling appointments are not subject to fees.

PAYMENTS & INSURANCE REIMBURSEMENT: The fee for approximately 50 minutes of psychotherapy or neurofeedback is \$175.00 except as otherwise agreed upon by client and Dr. Whitney, or by contractual agreement between Dr. Whitney and an insurer such as Medicare. Fees for Life Skills Coaching are determined by the nature and extent of coaching services. The fee is payable at the end of each session or at the end of the month unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Dr. Whitney if any problems arise during the course of treatment regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Whitney will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. Where Dr. Whitney is an in-network provider AND insurance covers the treatment provided by Dr. Whitney, you may request to have insurance billed and payments made to Dr. Whitney directly. You will be billed for any deductible or co-payments that apply. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for payment or reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in treatment, are reimbursed by insurance companies. Additionally, some services provided by Dr. Whitney such as neurofeedback and life skills coaching might not be

reimbursed by insurance companies either. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Whitney 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, neurofeedback and/or life skills coaching 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. Whitney and the 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 Los Angeles, 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. Whitney can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in psychotherapy, neurofeedback and/or life skills coaching (treatment) can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek treatment. Working toward these benefits, however, requires effort on your part. Though Psychotherapy and Life Skills Coaching are very different types of interventions, both require your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. For more about the differences between Psychotherapy and Life Skills Coaching please see the Coaching Informed Consent. Neurofeedback is also very different from Psychotherapy. It will require Dr. Whitney to touch your head in order to place and remove sensors. It will also require you to carefully observe and report any changes or differences you experience both during and between sessions. Initially some of these changes might be unpleasant or uncomfortable. Dr. Whitney will ask for your feedback and views on any of your treatment, its progress, and other aspects of the treatment 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 treatment 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. Whitney 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 treatment in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Treatment may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision or change 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 treatment will yield positive or intended results. During the course of treatment, Dr. Whitney 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 or psycho-educational. Treatment may vary in length and intensity depending on the presenting problem and/or client's goals. Dr. Whitney does not provide custody evaluation recommendations, medication or prescription recommendations, legal advice or any other services that do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Dr. Whitney will discuss with you 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. Whitney'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. Whitney will assess if she can be of benefit to you. Dr. Whitney does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Dr. Whitney either assesses that she is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Whitney 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. Whitney will give you a couple of referrals that you may want to contact, 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 and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Whitney will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. Whitney's objectivity, clinical judgment or can be exploitative in nature. Dr. Whitney will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Many clients have chosen Dr. Whitney as their therapist because they knew her before they entered therapy with her, are personally aware of her professional work and/or achievements, and/or because she has been recommended by mutual associates (e.g. friends, other health care services providers). Dr. Whitney will never acknowledge working with anyone without his/her written permission, except as permitted or required by law or for purposes of treatment, payment or healthcare operations as detailed in the HIPAA Notice of Privacy Practices. Dual or multiple relationships also occur when third parties are invited to participate in client's treatment. Dr. Whitney will discuss with you 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 which ahead of time. It is your responsibility to advise Dr. Whitney if a dual or multiple relationship becomes uncomfortable for you in any way. Dr. Whitney will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: Dr. Whitney does not conduct web searches on her clients before the beginning of or during treatment. She does not accept friend requests from current or former clients on social networking sites, such as Facebook or LinkedIn, because adding clients as friends or contacts on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, it is requested that clients not attempt to communicate with her via any interactive or social networking web sites.

AUDIO OR VIDEO RECORDING: Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Dr. Whitney.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day's) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies and General Information Agreement for Psychotherapy, Neurofeedback and/or Life Skills Coaching Services or Informed Consent for Treatment carefully (a total of 8 pages) and have discussed my questions and/or concerns with Dr. Whitney; I understand them and agree to comply with them:

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____

Signed: Jonibeth Whitney, Ph.D.

_____ Date _____