

Benna Z. Sherman, Ph.D.
Licensed Psychologist
479 Jumpers Hole Road Suite 304B
Severna Park, MD 21146
Phone 410.544.9564 Fax 410.647.9174
benna.sherman@gmail.com
www.DrBennaSherman.com

Informed Consent to Psychotherapy

Risks and Alternatives The primary risk of therapy, albeit small, is that it can lead to unpredicted personal changes and temporary destabilizations. Career paths can change, relationships can be terminated, memories can resurface, etc. There is no sure way to guarantee results or the qualitative nature of the process. However, patient welfare is always the guiding principle. You will always be actively involved in making decisions about therapeutic goals and methods.

Please be aware that there are many different therapies and therapists available. If this therapy does not meet your needs, you are encouraged to consider alternatives.

Emergencies This practice is NOT an emergency service. I am not predictably accessible outside my normal business hours, although voicemail, email, and text are available 24 hours a day, 7 days a week. I will make every effort to return messages in a timely way. However, **if you have an emergency and I am not available, please go to the nearest emergency room.**

Confidentiality Please read the provided "Policies and Procedures" concerning federal HIPAA regulations pertaining to handling of patients' Protected Health Information.

In general, the confidentiality of all communications between a patient and a psychologist is protected by law, as well as by the American Psychological Association Code of Ethics. In general, I can only release information about our work with your written permission. There are a few exceptions, however, and you should be aware of them from the outset.

In most judicial proceedings you have the right to prevent me from testifying. However, in child custody proceedings, adoption proceedings, and proceedings in which your emotional condition is an important element, a judge may require my testimony if it is determined that resolution of the issues before the court requires it. If you are involved in litigation, or are anticipating litigation, and you choose to include your mental or emotional state as part of the litigation, I may have to reveal part of all of your treatment or evaluation records.

If you are called as a witness in criminal proceedings, opposing counsel may have some limited access to your treatment records. Testimony may also be ordered in a) legal proceedings relating to psychiatric hospitalization; b) malpractice and disciplinary proceedings brought against a psychologist; c) court-ordered psychological evaluations; and d) certain legal cases where the client has died.

In addition, there are some circumstances in which I am required to breach confidentiality without a patient's permission. This occurs if I suspect the neglect or abuse of a minor, in which case I must file a report with the appropriate state agency. If you reveal to me that you are now or have ever been the victim of child abuse in the state of Maryland, I am required to report that.

Additionally, if, in my professional judgment, I believe that a patient is threatening serious harm to self or another, I am required to take protective action, which may include notifying the police, warning the intended victim, or seeking the client's hospitalization. The intent of these requirements is that a

psychologist has both a legal and ethical responsibility to protect endangered individuals from harm when professional judgment indicates that such danger exists.

If I believe that you are threatening me, harassing me, endangering me, or doing damage to me in any way, I may feel the need to take appropriate action to protect myself that may involve revealing your identity and the fact that you are my patient. By signing this informed consent you waive your right to privacy in these circumstances.

I may occasionally find it helpful or necessary to consult about a case with another professional. In these consultations, I make every effort to avoid revealing the identity of the client. The consultant is, of course, also legally bound to maintain confidentiality.

I am required to maintain complete treatment records. Patients are entitled to receive a copy of these records, unless I believe that the information would be emotionally damaging and, in such cases, the records must be made available to the patient's designee. Patients will be charged an appropriate fee for records preparation. If you submit claims to an insurance company or other third party, you will need to provide the payor with a clinical diagnosis, record of treatment dates and services, and, sometimes, a treatment plan or summary. This obviously compromises confidentiality as well. You must understand that once this kind of information leaves my hands I cannot warrant its continued confidentiality.

If you are under 18 years of age, please be aware that your parents or guardians have a right to receive general information on the progress of the treatment and may have the right to access your chart in its entirety.

Under current Maryland law, in group, family, and marital therapy, all participants are required to consent to the release of information before any information can be released. One marital partner may not waive privilege for another. In cases of marital therapy, therefore, the record may be released only if both parties waive privilege or if release of the record is court ordered.

The law governing these issues is complex. If you need more specific advice, formal legal consultation may be advisable.

Email/Text Email and texting are not considered secure methods of communication. Please be aware that I cannot guarantee the confidentiality of electronic communication. They should be reserved for non-urgent administrative matters only.

Teletherapy (therapy via video conferencing) Video conferencing is a real-time interactive audio and visual technology that enables therapy to be conducted remotely. I use a program that meets the HIPAA standards for encryption and privacy protection. Licensure regulations only permit sessions to be conducted in the state in which the therapist is licensed and the patient is located (Maryland in this case).

Risks include, but are not limited to, a rejection for reimbursement by your insurance company and a technology failure in the video conferencing connection.

Parents/Guardians If you are consenting to treatment for a minor, by signing the consent for services the parent/guardian is affirming that there is no other parent/guardian that has the legal right to override your consent or deny such services.

Termination Patients who have not had a session in over 30 days (or within a mutually agreed upon time) will be considered inactive. A final session in which termination or hiatus is discussed is encouraged.

