

MATTHEW BRUHIN & ASSOCIATES

PSYCHOTHERAPY and COUNSELING INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain **limitations** to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record. **Please do not text me. I will not respond to texting.** Please utilize my phone or voicemail if there is something I need to know.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services and Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couple counseling* with me.

If you and your partner decide to have some individual sessions as part of the couple's therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will

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be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

II. Record-keeping.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time, giving me the chance to print it out from my computer. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the **DSM-IV**. I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

My Licensing, Training and Approach to Therapy

I practice under the license of Marriage and Family Therapist (LMFT). I have been licensed in the State of California since 2009 and have never had any complaints or formal actions taken on my State license. My license number is (MFC47460). This license was obtained by completing a Master of Arts Degree in Counseling Psychology earned at National University in 2006. I also had to complete training and a supervised internship with over 3000 documented clinical counseling hours and finally pass my State boards. I additionally have a Bachelor of Arts in degree in Psychology and a Minor in Addictive Disorders that I earned at National University in 2003.

I also earned my Doctorate degree in Addiction Psychology at Atlantic International University in 2012. I enrolled in the program to further my knowledge base and to gain specific education in the field of addiction. **It is important that you understand I am not a Psychiatrist (Medical Doctor that prescribes medication) nor am I a licensed Psychologist (Doctor of Psychology or Clinical Psychology).**

In addition to my license, I am also certified as an Addiction Specialist. In order to become a certified Addition Specialist I had to complete a Master's or Doctoral program and 6000 supervised addiction counseling hours in addition to a lengthy proctored exam. I am nationally and State certified as an Addiction Specialist (CAS) with the American Academy of Health Care Providers (C-4557), and I am also registered as an Addiction Specialist (RAS) with the Breining Institute (B08071715160).

My approach to therapy is eclectic, although I utilize many humanistic and cognitive behavioral approaches. If you would like to learn more about these approaches, I have books about it that I can recommend. I use a variety of techniques in therapy, trying to find what will work best for you. These techniques are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal keeping and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems; I often refer both to traditional (psychiatrist and addiction medicine doctors) and non-

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traditional (homeopathic and oriental medicine) practitioners, and will be glad to discuss with you the pros and cons of various alternatives. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest.

I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for vacation. If an emergency arises while I am gone or out of the office, please call 911 or the San Diego Access Crisis Line at 1-800-479-3339 . I am available for brief between-session phone calls during normal business hours and I want you to call me if you are ever in crisis. If for some reason you can't get a hold of me and believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

Your Responsibilities as a Therapy Client

1. You are responsible for coming to your session on time and at the scheduled time. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting or we will bill your credit card on file. The answering service has a time and date stamp which will keep track of time to cancellation. I cannot bill these sessions to your insurance. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on slippery roads).
2. You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee for a session is \$_____. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. My fees go up \$10.00 every two years, on the even year. If a fee raise is approaching I will remind you of this well in advance. **A service charge of 1.5% will be charged for any unpaid balance. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.**

Registered Interns

I also employ Interns in my private practice. In order to do this I had to complete additional continuing education to employ and supervise Marriage and Family Therapist Interns. The Interns I choose are highly trained and are selected as individuals I feel possess the highest standard in clinical skills. These individuals are under my supervision and also under my malpractice insurance. I work with them on every clinical case and provide guidance and oversight as outlined by the California Board of Behavioral Sciences. If for any

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reason you feel that service is compromised, unethical or unhelpful, please contact me directly and we will discuss your complaint.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the California Board of Behavioral Sciences, The Breining Institute or The Academy of Health Care Providers. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

Client Consent to Psychotherapy

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release that information and other information necessary to complete the billing process. I agree to pay the fee of \$_____ per session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake Psychotherapy and/or Drug and Alcohol Counseling with Matthew Bruhin & Associates. I am over the age of eighteen.

Signed: _____ Date: _____

Signed: _____ Date: _____

Witness: _____ Date: _____

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