

# SUSAN E. SCHWARTZ, PH.D

## **Informed consent for psychotherapy services office policies & general information**

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 required by law.

When disclosure is required or may be required by law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a patient presents a danger to self, to others, to property, or is gravely disabled or when a patient's family members communicate to Dr. Schwartz that the patient 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. Schwartz. In couple and family therapy, or when different family members are seen individually, even over a period of time, Dr. Schwartz will use her clinical judgment when revealing such information. Dr. Schwartz 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 patient.

Emergency: If there is an emergency during therapy, or in the future after termination where Dr. Schwartz 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 biographical sheet as your contact person.

Health insurance & confidentiality of records: Dr. Schwartz use Office Ally electronic form of communication with all insurance companies. Reimbursement – full or partial – depends on your insurance policy. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to your 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 been also reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position. 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. Schwartz, only the minimum necessary information will be communicated to the carrier. Dr. Schwartz has no control over or knowledge of what insurance companies do with the information she submits or who has access to this information.

**Susan E. Schwartz, Ph.D. Jungian Analytical Psychology**

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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 very 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. Rohert to testify in court or at any other proceeding, nor will a disclosure of treatment records be requested unless otherwise agreed upon.

Consultation: Dr. Schwartz consults regularly with other professionals regarding her patients; however, each patient's identity remains always completely anonymous, and confidentiality is fully maintained at all times.

E-mails, cell phones, computers, and faxes: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people, compromising the privacy and confidentiality of 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. It is always a possibility that e-faxes, texts, and emails can be sent erroneously to the wrong address and computers. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Dr. Schwartz 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 this way. Please never use texts, e-mail, voice mail or faxes for emergencies.

Records and your right to review them: Both the law and the standards of Dr. Schwartz's profession require that she keeps appropriate treatment records for at least seven years. Unless otherwise agreed to be necessary, Dr. Schwartz retains clinical records only as long as is mandated by Arizona law. If you have concerns regarding the treatment records please discuss them with Dr. Schwartz. As a patient, 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. Schwartz assesses that releasing such information might be harmful in any way. In such a case, Dr. Schwartz 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. Schwartz will release information to any agency/person you specify unless Dr. Schwartz assesses that releasing such information might be harmful in any way. When more than one patient is involved in treatment, such as in cases of couple and family therapy, Dr. Schwartz 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 & emergency procedures: If you need to contact Dr. Schwartz between sessions, please leave a message on her answering service at her office line: 6023697149 and your call will be returned as soon as possible.. Dr. Schwartz checks her messages regularly, unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call National Suicide Prevention Lifeline 1 (800)-273-8255 or HopeLine Suicide Hotline 1-800-SUICIDE (784-2433); 24-hour Crisis Line: Maricopa County (602)-222- 9444 or 1-(800) 631-1314 or the Police: 911. Again, please do not use email or faxes for emergencies.

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Payments & insurance reimbursement: Patients are expected to pay the standard fee of \$195.00 per 45 minutes session at the end of each session unless other arrangements have been made. Couples are seen for an extended session (60 minutes) and the fee is \$260.00. If couples want a different length of time for conjoint sessions, please discuss your needs with Dr. Schwartz. Telephone conversations, report writing and reading, consultation with other professionals, release of information, reading records, etc. won't be charged unless other arrangements are made. Please notify Dr. Schwartz if any problems arise during the course of therapy regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to them and not to the insurance companies, with the exception of Mayo Premier Arizona, Mayo employee insurance, that will billed directly. Unless agreed upon differently, Dr. Schwartz will provide you with a copy of your receipt on a monthly basis or at any time you request it. 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 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. Schwartz 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. Schwartz and you, the patient(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 Maricopa County, AZ in accordance with the rules of the American Arbitration Association 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. Schwartz 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 well as for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The process of therapy/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. Schwartz will ask for your feedback and views on treatment, its progress and other aspects of psychotherapy 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. Schwartz 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.

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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. Schwartz will use psychodynamic tools to help you feel better. However she is also likely to draw on various other 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, existential, psycho-educational, and affect regulation theory. Dr. Schwartz provides neither custody evaluation recommendation nor medication or prescription recommendation 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. Schwartz 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. Schwartz'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. Schwartz will assess if she can be of benefit to you. Dr. Schwartz does not work with patients who, in her opinion, she cannot help. In such a case, she will give you referrals of professionals you can contact. If at any point during psychotherapy Dr. Schwartz 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 so, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she will give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Schwartz 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. Schwartz 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 and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Schwartz 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. Schwartz's objectivity, clinical judgment or can be exploitative in nature. Dr. Schwartz 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, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Dr. Schwartz will never acknowledge working with anyone without his/her written permission. Some patients may have chosen Dr. Schwartz as their therapist because they knew her before they entered into therapy with her and/or were personally aware of her professional work and achievements.

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Nevertheless, Dr. Schwartz will discuss with you, her patient, 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 responsibility to advise Dr. Schwartz if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Schwartz 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: At times, Dr. Schwartz may conduct a web search on her patients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with her. She does not accept friend requests from current or former patients on social networking sites, such as Facebook. Dr. Schwartz believes that adding patients as friends on these sites and/or communicating via such sites is likely to compromise privacy and confidentiality. For this same reason, she requests that patients not communicate with her via any interactive or social networking web sites.

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 Dr. Schwartz and you 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.

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