



17982 Sky Park Circle, Ste. J
Irvine, CA 92614
(949) 809-5700 Main
(949) 809-5779 Fax
www.radianthealthcenters.org

Informed Consent

Radiant Health Centers (RHC) formally known as AIDS Services Foundation is a private non-profit organization founded in 1985 to provide quality care, education, and advocacy to men, women, and children in Orange County affected by HIV disease. I understand that as a client of RHC, I may be eligible for certain services. These services may include, but are not limited to, case management, food, transportation, housing, financial assistance, home care, mental health counseling and support groups, practical and emotional support services through volunteers, and health education. For purposes of service coordination, I authorize information about myself and the services I receive to be given to staff, volunteers, and contracted individuals and agencies of RHC on a need-to-know basis.

I understand that RHC is a recipient of Ryan White CARE Act funds, which are used to support my care. RHC is required to report certain statistical and demographic data to the Orange County Health Care Agency that administers these funds. The Health Care Agency in turn must report information to HRSA, a federal agency, under a Client Demonstration Project. No identifying information, such as name or address, is ever reported, and data are always kept in my record. In addition, the Health Care Agency reviews RHC records to monitor program quality and to identify AIDS cases that have previously been unreported to the County and to the Centers for Disease Control.

With the exception of the previously mentioned individuals and agencies, all information about me will be considered confidential unless I give written permission to release information to a specific person or agency. As required by law, the only time RHC may breach this confidence is if there is a suspicion of child or elder abuse/neglect or if it is believed there is an imminent risk of physical danger to me or others.

RHC utilizes staff and volunteers to maintain ongoing contact with clients by phone or mail. All contacts will be discreet, and every reasonable effort will be made to protect my privacy.

My initials below indicate that I give permission to be contacted by the following means:

Yes ___ No ___ RHC may contact me by

Yes ___ No ___ phone RHC may contact me

by mail.

I have received a copy of the RHC client handbook which explains agency services, my rights as a client and the agency's grievance policy.

I understand I can revoke this consent in writing at any time. Revocation will not apply to any action that has already taken place as a result of this consent.

Client (or Guardian) Signature

Print Client Name

Date

Email

Radiant Health Centers (RHC) provides clients with the ability to communicate with RHC staff by email. Sending information by email, however, has a number of risks that clients should consider.

- Among general email risks are the following:
 - Email was not designed for sensitive material and can be received by many intended and unintended recipients.
 - Recipients can forward email messages to others without the original sender's permission or knowledge.
 - Users can easily mistype an email address.
 - Backup copies of email may exist even after the sender or the recipient has deleted his or her copy.

Conditions for the Use of Email

- Clients must consent to the use of email for confidential medical information after having been informed of the risks. Consent to the use of email includes agreement with the following conditions:
 - All emails to or from the client concerning diagnosis and/or treatment will be made a part of the client's medical record. As a part of the medical record, RHC staff working on your behalf may have access to your email messages. In addition, in cases where you have signed a written authorization requesting RHC to release your medical records to a third party, the third party may have access to the email messages contained in your record.
 - RHC may forward email messages within the agency but only as necessary for your care. RHC will not, however, forward the email outside the agency without your consent or as required by law.
 - Although RHC attempts to respond to all correspondences in a timely manner, we cannot assure that all emails sent to the agency will be responded to immediately. For this reason, clients must not use email in the event of an emergency.
 - Because employees do not have a right of privacy when using their employer's email system, clients should not use their employer's email system to transmit or receive confidential medical information.
 - RHC cannot guarantee electronic communications will be private. RHC™ will take reasonable steps to protect the confidentiality of a client email, but RHC is not liable for improper disclosure of confidential information not caused by RHC's gross negligence or wanton misconduct.
 - You may withdraw consent to the use of email at any time. This may be done by email or written communication to RHC.

Please initial and sign below.

Yes. ___ No ___ I have read the above risks and conditions associated with the use of email, and I hereby consent to the use of email for communications to and from RHC regarding my diagnoses, care, and medical treatment

Yes. ___ No ___ I consent to receive the quarterly RHC newsletter and special program updates via email.

If you chose "No" for either of the above two consents, you may request to receive confidential communications of protected health information ("PHI") by alternative means or at alternative addresses. Please specify how or where you wish to be contacted. (e.g. provide the phone number or mailing address):

Mental Health

Information about the Program

1. The RHC Mental Health Counseling Program is a voluntary outpatient program for agency clients, and Orange County residents who are LGBTQ, HIV+, or who have AIDS.
2. The purpose of this program is to provide short term counseling.
3. Mental Health Services are billed insurance and/or funding source. It is the responsibility of the client and clinician to establish a reasonable payment agreement for services. Certain exceptions can be made by the Director of Behavioral Health with the permission from funders.
4. Most mental health services are provided by interns who are supervised by a licensed therapist.
5. This program does not provide medical care, services for acute psychiatric emergencies, or on-call services for after-hour emergencies. If you are unable to contact your mental health counselor or your case manager, or you have a true medical or psychiatric emergency, you should call 911 or be taken to the closest emergency room.
6. RHC is able to provide these services because of public funding. Funding sources may audit client charts in order to verify that quality services are being provided. Every effort is made to protect client identity and to prevent re-disclosure of confidential information. Any parties auditing client records are under legal obligation to hold all information confidential.
7. If you need to cancel an appointment, every effort should be made to do so 24 hours in advance.

Information about Therapy

1. Many individuals enter therapy because they are experiencing stress, depression or anxiety as a result of a situation or relationship in their life. The goal of therapy is to reduce a person's distress and increase his or her effectiveness and joyful experience of life. In addition to solving identified problems in therapy, a person may use the process for personal growth and clarification of thoughts and feelings.
2. I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, and the methods we will use. I expect us to agree on a plan that we will both work hard to follow. We will assess our progress from time to time and make changes to our plan if we need to.
3. An important part of your therapy will be practicing new skills that you learn in our sessions. You may be given homework assignments. Your results in therapy will be related to the amount of effort you put into the process. Some changes may come easily, but more often, progress may be slow and sometimes frustrating.
4. It is important that you keep your appointments and allow therapy to progress uninterrupted as much as possible.
5. As with any powerful treatment, there are some risks as well as benefits with therapy. For example, you may have uncomfortable levels of sadness, guilt, frustration, or anger. You may recall unpleasant memories. As you change or gain insight, you may experience disruption in some of your relationships. On the benefits side, you may feel less depressed, less afraid of making changes, more effective in coping with stressful situations, and improved personal relationships. **A useful way to approach therapy is with a willingness to participate, an understanding that it won't always be easy, and an expectation that it will be helpful.**
6. My commitment to our therapeutic relationship is to treat you with respect, maintain a professional boundary, apply the most appropriate therapeutic techniques to your treatment, and keep you focused and working on your goals.

I give my consent for counseling. (Client or Guardian Signature)

Date

TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Electronic Communications

We will decide together which kind of telepsychology service to use. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

[Below are some optional provisions to add more detail about the use of email/text messaging and communication between sessions. Modify as appropriate if you have secure, encrypted email that you use differently with clients or delete if not applicable or redundant.]

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems

to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911 or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. Your signature below indicates agreement with its terms and conditions.

Client

Date

CHILD PSYCHOTHERAPY

This form documents that we, _____,
(Parents)

give our consent and agreement to _____ (Therapist) to

provide psychotherapeutic treatment to our child, _____ (the "child")

and to include us, the parents, as necessary, as adjuncts in the child's treatment.

While the parents can expect benefits from this treatment for the child, they fully understand that no outcome can be guaranteed. The parents understand that they are free to discontinue treatment of the child at any time but that it would be best to discuss with the therapist any plans to end therapy before doing so. The parents have fully discussed with the therapist what is involved in therapy and understand and agree to the policies about scheduling, fees and missed appointments. The discussion about therapy has included the therapist's evaluation and diagnostic formulation of the child's problems, the method of treatment, goals and length of treatment, and information about record-keeping. The parents have been informed about and understand the extent of treatment, its foreseeable benefits and risks, and possible alternative methods of treatment.

The parents understand that therapy can sometimes cause upsetting feelings to emerge, and that the child's problems may worsen temporarily before improving.

The parents understand that the therapist cannot provide emergency service. The therapist has told the parents whom to call if an emergency arises and the psychotherapist is unavailable. The parents understand that information about therapy is almost always kept confidential by the therapist and not revealed to others besides the parents unless a parent authorizes such release. There are a few exceptions as noted in the HIPAA Notice of Privacy Practices. Details about certain of those exceptions follow:

1. The therapist is required by law to report suspected child abuse or neglect to the proper authorities.
2. If a child tells the therapist that he or she intends to harm another person, the therapist must try to protect the endangered person, including by telling the police, the person and other health care providers. Similarly, if a child threatens to harm him or herself, or a child's life or health is in any immediate danger, the therapist will try to protect the child, including, as necessary, by telling the police and other health care providers, who may be able to assist in protecting the child.
3. If a child is involved in certain court proceedings the therapist may be required by law to reveal information about the child's treatment. These situations include child custody disputes, cases where a patient's psychological condition is an issue, lawsuits or formal complaints against the therapist, civil commitment hearings, and court-ordered treatment.
4. If the parents' and child's health insurance or managed care plan will be reimbursing or paying the therapist directly, they will require that confidentiality be waived, and that the therapist give them information about the child's treatment.
5. The therapist may consult with other healthcare professionals about the child's treatment, but in doing so will not reveal the child's name or other information that would identify the child unless specific consent to do so is obtained from a parent. Further, when the therapist is away or unavailable, another therapist might answer calls and so will need to have access to information about the child's treatment.

In all the situations described above, the therapist will try to discuss the situation with a parent before any confidential information is revealed and will reveal only the least amount of information that is necessary.

The parents, as legal guardians of the child, have rights to general information about what takes place in the child's therapy, to information about the child's progress in therapy, to information about any dangers the child might present to self or others, and, upon request, to obtain copies of the child's treatment record (with certain qualifications and exceptions). The parents understand that it is usually best not to ask for specific information about what was said in therapy sessions because this might break the trust between the child and the therapist.

The parents agree that in the event custody of, or visitation with, the child is contested in a legal proceeding, each of the parents and their attorneys will not require the therapist to testify at any of the proceedings, because to do so would hurt the child's treatment, because the therapist's role is a therapeutic and not evaluative one, and because other forensic professionals would be better able and more appropriate to conduct any necessary evaluation. Because of these limitations, the therapist also will not be able to give any opinion regarding custody, visitation, or any other legal issue. If such a proceeding does occur, the parents agree that the therapist's role will be limited to providing to a mental health professional appointed to perform such an evaluation, and/or to the attorneys, law guardian, if any, and the judge involved in the legal proceeding, written information regarding, and/or the record of, the child's treatment; the therapist will provide these either as required by law or upon the authorization of either parent.

The therapist has explained to the parents that children with two parents have the best chance to benefit from therapy if both parents are involved and cooperate with each other and the therapist. If both of a child's parents are consenting to therapy:

- Each of us agrees that he or she will not end the child's therapy without the agreement of the other parent, and that if we disagree about the child's continuing in therapy, we will try to come to an agreement, by counseling, if necessary, before ending the child's therapy.

- We each agree to cooperate with the treatment plan of the therapist for the child and understand that without cooperation, the therapist may not be able to act in the child's best interests and may have to end therapy.

- We agree that each of us has and shall continue to have the right to information about the child's treatment and to the treatment records of the therapist regarding the child, and agree that the therapist may release information or records to either of us without any additional authorization of the other

The parents understand that they have a right to ask the therapist about the therapist's training and qualifications and about where to file complaints about the therapist's professional conduct.

By signing below the parents are indicating that they have read and understood this agreement, that they give consent to the therapist's treatment of the child, and that they have the proper legal status to give consent to therapy for the child.

Signature: _____ Date: _____
(Parent)

Signature: _____ Date: _____
(Parent)

Signature: _____ (of child over 12 years of age)