

# Mara S. Tansman, Psy.D., Q.M.E.

Licensed Psychologist #PSY 16710

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(310) 734-0306

## **Informed Consent for Psychological Testing**

**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/the child's guardian's 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 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. Tansman 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 testing records and/or testimony by Dr. Tansman. Dr. Tansman will not release records to any outside party unless she is authorized to do so.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Dr. Tansman 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.

**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 the claims. If you so instruct Dr. Tansman, only the minimum necessary information will be communicated to the carrier. Dr. Tansman 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.

**CONSULTATION:** Dr. Tansman 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:** It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, 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 emails, texts and e-faxes that go through them. While data on Dr. Tansman's laptop is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Dr. Tansman's laptop is equipped with a firewall, a virus protection and a password, and he backs up all confidential information from his computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to Dr. Tansman via unencrypted emails. Please notify Dr Tansman if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, 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 he will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Dr. Tansman's profession require that she keep treatment records for at least 7 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. Tansman 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. Tansman. 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. Tansman assesses that releasing such information might be harmful in any way. In such a case, Dr. Tansman 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. Tansman will release information to any agency/person you specify unless Dr. Tansman 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. Tansman 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.

Dr. Tansman does not always release raw data from the testing results as they cannot be interpreted without specific training. The data included in the reports provided communicates the results of the testing in a way that can be easily understood.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Tansman between sessions, please leave a message at the answering service (310) 734-0306 and your call will be returned as soon as possible. Dr. Tansman checks her messages a few times during the daytime only, 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 911 or go to your local emergency room. Please do not use email or faxes for emergencies. Dr. Tansman does not always check her email or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$175.00 per hour session at the end of each session unless other arrangements have been made. Dr. Tansman does not accept insurance. She will provide you with a “super bill” if you would like to bill your insurance.

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 standard rate, unless indicated and agreed upon otherwise. Please notify Dr. Tansman if any problems arise during the course of therapy 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. Tansman 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. 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. Tansman can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**PAYMENTS FOR PSYCHOLOGICAL TESTING SERVICES:** For psychological testing services, payment must be made at the beginning of the first testing session. The testing fees vary based on the referral question and the discussion of the fees will be discussed prior to scheduling the first testing session. Payment of \$175.00 is expected at the end of the first session in which the referral questions is discussed and then the balance is due in full when testing commences. If you choose to discontinue testing for any reason, you are still required to pay the full fee for testing.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide testing services shall preferably first be referred to mediation before the initiation of arbitration or litigation. The mediator shall be a neutral third party chosen by agreement of Dr. Tansman 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 or not an agreed-upon option, any unresolved controversy related to this agreement should preferably be submitted to and settled by binding arbitration, in accordance with the rules of the American Arbitration Association which are in effect at the time the request for arbitration is filed. Please, note that neither mediation nor arbitration is mandatory. In the event that your account is overdue (unpaid)

and there is no agreement on a payment plan, Dr. Tansman can use legal means (court, collection agency, etc.) to seek payment. If there is arbitration, 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. In the case of a court case, the court will determine the sum.

**MINORS IN THERAPY/TESTING:** If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is my policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records. If they agree, Dr. Tansman will provide them only with general information about our work together subject to your approval, or, if she feels it is important for them to know in order to make sure that you and people around you are safe. If she thinks it is appropriate, she will involve them if she feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, she will discuss the matter with you, if possible. She will do the best she can to resolve any differences that you and she may have about what she is prepared to discuss.

**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. Tansman.

**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 a different agreement is reached, the full fee will be charged for sessions missed without such notification.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 4 pages); I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Legal Guardian's Name (If client is a minor)**

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_