

Informed Consent for Psychoeducational Group

The Men's Psychoeducational Group Seminar
 The Relationship Psychoeducational Group Seminar
 The Buddhism and Romantic Love Psychoeducational Group
 Parenting in the 21st Century Psychoeducational Group
 The Parenting Group

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Welcome!

The state expects that you will be informed of all possible contingencies that might arise in the course of any interaction with a licensed psychologist, including the psychoeducational groups indicated above. It is important to be clear about the nature of a psychoeducational group experience. Please read the information below and raise any questions that you may have so that we can discuss them. **Then please make sure to sign the "Agreement for Psychoeducation" on page 4 so I (Dr. Tobin) will have in my records indication that you have received, read, and agreed to the information provided.**

Psychoeducation vs. Psychotherapy

You understand that this psychoeducational group experience is purely "educational" in design and purpose, and is not "therapeutic" (i.e., it is NOT a replacement for individual therapy or for group therapy). In these psychoeducational group sessions, I will serve as the facilitator and present to attendees scientific and theoretical material that is applicable to various life circumstances and problems, and there will be ample time for discussion. If issues arise that are not suitable for this educational experience, you may benefit from formal psychotherapy and you agree to consult with me and/or another mental health professionals to obtain referral information. You realize that you may obtain formal psychotherapy services from Dr. Tobin upon arrangement, but you realize that these psychotherapy services are entirely distinct and separate from the psychoeducational group experience.

Risk of Psychoeducation

Participating in a psychoeducational group experience can have benefits and risks. Psychoeducation has been shown to have many benefits, including the experience of insight, increased understanding, and positive feelings. However, since psychoeducation may involve discussing many parts of your life, including, at times, the unpleasant aspects, you may also experience uncomfortable feelings. You should be aware that psychoeducation may or may not lead to direct improvements in your life. You should also be aware that if psychoeducation induces change in your life, these changes may disrupt your accustomed manner of living and your relationships with others.

Your Rights

In a private practice such as this, psychoeducation is entirely voluntary and you have the right to terminate your experience at any time. In all cases, psychoeducation never includes sexual contact with the facilitator. Please be advised that I also reserve the right to terminate your involvement in psychoeducation if recommended consultations are not obtained, or if some problem emerges that is not within the scope of my competence.

Protecting the Confidentiality of Other Attendees

With full understanding of the need for confidentiality (that is, privacy) for all attendees, you accept these following rules: (1) You will not disclose personal information about other attendees to anyone; (2) other information (such as phone numbers) can be exchanged between attendees only on a person-to-person basis; (3) any activity between attendees outside of the psychoeducational group experience is solely based on the choice of these attendees and is not the responsibility of the facilitator. You understand that you cannot be absolutely certain that other attendees will always keep what you say in the sessions confidential even though every attendee has agreed to secrecy. The other attendees do not serve in the role of licensed psychologist/facilitator and are therefore not obligated to maintain the same ethics and laws that the facilitator must work under.

About the Relationship with the Facilitator

Because of the nature of the psychoeducational group experience, the relationship between the facilitator (Dr. Tobin) and the attendees has to be different from most relationships. It must be limited to the relationship of facilitator and attendee only. If we were to interact in any other ways (including socially, business, legal, medical, financial, sexual or romantic) we would then have a “dual/multiple relationship” and violate important ethical principles for psychologists. Licensed psychologists are obligated by legal and ethical mandates to avoid dual relationships situations so as to protect the public. You should also know that licensed psychologists are required to keep the identity of their clients (and psychoeducational group attendees) private and confidential. Lastly, when our work together in this psychoeducational group experience is completed, I will not be able to be a friend to you like your other friends or engage with you in any way socially or romantically. In sum, my duty as facilitator and licensed psychologist is to care for you and my other clients, but only in my professional role.

Limits of Confidentiality

The law protects the privacy of all communications between client and a licensed clinical psychologist. In most situations, the clinical psychologist can only release information about his/her work with you to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. However, there are some exceptions in which a licensed clinical psychologist may be permitted or is required to disclose confidential client information without either the client’s consent or authorization. These situations including the following:

- 1) If I have reasonable cause to believe (i.e., reasonable suspicion or evidence) based on a client’s communication that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that I file a report with the appropriate social service (Child Protective Services) and legal authorities. In addition, if a client reports that he/she was physically or sexually abused as a child, or engaged in sexual acts with an adult while a child, and the reported perpetrator currently has access to children, the law requires that I file a report with the appropriate social service (Child Protective Services) and legal authorities.
- 2) If I have reason to believe an elderly or handicapped individual is suffering from abuse or maltreatment, the law requires that I file a report with a law agency and/or the State Department of Social Services.
- 3) If a client communicates an immediate threat (i.e., with clear intentionality of harm or a plan to harm) of serious physical harm to an identifiable victim, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.

- 4) If a client threatens to harm himself/herself (i.e., communicates intent and/or a plan for suicide), I am required to notify legal authorities and make reasonable attempts to notify the client's family members or others who can help provide protection.
- 5) If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

Fee for Service and Insurance

My usual and typical fees are \$25.00 for a 75-minute psychoeducational meeting, and \$40.00 for a 90-minute parenting group session. Payment is due at the beginning of each session. My office accepts three payment options: (1) cash, (2) check payable to "Dr. James Tobin," and (3) debit or credit card payment via "Square" processing. Please note that if you choose to pay via debit or credit card, I charge an additional 3.6% processing fee for each transaction. *For other professional services you may need (please see section below for clarity on this), I charge a rate of \$190.00 for 60 minutes of time, though I will break down the hourly cost if I work for periods of less than one hour. Other professional services may include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, and the time spent performing any other service you may request of me.* If you become involved in legal proceedings that require my participation and/or work related to court preparation and/or appearance, as well as for depositions, you will be expected to pay a fee rate of \$190.00 for 60 minutes of my professional time, including preparation for and attendance at any legal proceeding, as well as transportation costs, even if I am called to testify by another party.

Re: insurance, please be aware of the fact that most insurance companies do not offer any reimbursement for psychoeducation. It is up to you to contact and investigate the degree of reimbursement, if any, offered by your insurance for services received in my practice. With your prior notification, I will provide you receipts for payments made to me for psychoeducational services received so that you may submit these to a third party, if you so choose.

Other Requests (Forensic Activity, Letter-Writing, and Release of the Medical Record)

The professional services provided to you in my practice are limited to those that are clinical and psychoeducational in nature. This is to insure that I maintain a singular role with you, a role that represents my expertise. Given this, please be aware of the following potential requests that would directly or indirectly place me outside of my role:

(a) *I do not have an expertise in forensic matters.* Consequently, if you currently have, or plan to address, a legal situation in which you seek my involvement as your psychologist, I am not the best choice. Functions such as conducting court-related evaluations, providing letters to attorneys and/or judges, testifying in court, serving as your court-mandated treatment provider, etc. require highly specialized training, are outside of the scope of my professional competence, and are better suited for forensic practitioners. My potential participation in these activities merges therapeutic and forensic roles and, in most circumstances, is unethical.

(b) *Requests for additional administrative services (such as, but not limited to, assessment of disability certification or advocating for special accommodations related to a psychological condition)* will have to be provided by another psychologist in accordance with the rationale indicated above, i.e., these types of professional activities are forensic in nature and should not be conducted by a psychologist acting within a clinical or psychoeducational role.

(c) *As alluded to in point (a) above, letters are occasionally requested of their therapist by clients.* Generally, the Board of Psychology in California and legal/ethical experts encourage clinicians to refrain from letter-writing as most letter requests are related to legal matters.

Consequently, if a psychologist agrees to write such a letter, he or she risks exposure to a legal action and, also, the letter itself may be construed as a professional action that is outside of the clinical or psychoeducational role. Consequently, in most situations I will opt out of writing letters and will refer the client to an appropriate professional who can address the need at hand.

(d) ***Technically, the medical (treatment) record is the possession of the client.*** Because you are engaging in psychoeducation and not formal treatment, you technically will not have a treatment record. What will be recorded is any communication you have with me, the dates of your attendance in psychoeducational sessions as well as a summary of topics discussed, and fees paid. When a client provides authorization for the release of the record to a third party, it is incumbent upon the clinician to discuss with the client the circumstances regarding the release of the record and the potential risks involved. In many situations, it is often legally and clinically prudent for a summary of the record to be released (rather than the entire record). ***In addition, when treatment (or any specific session within a course of treatment) consists of more than one party involved in a session, in most situations the record or any portion of the record can be released only if the expressed written consent/authorization of all parties involved has been obtained.*** Finally, as indicate above, an administrative fee rate is applied to the time it takes for the preparation of materials associated with the release of a medical record.

Unpaid Balances

In the event of a returned check, you will be responsible for the amount of the check in addition to any bank fees that may be incurred. If your account has not been paid for more than 30 days, I will discuss your unpaid bill in our session and review your plans for payment. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Agreement for Psychoeducation

As an attendee I declare that I have read, understand and agree to abide by this "Informed Consent for Psychoeducational Group."

Attendee's Name (please print): _____

Attendee's Signature: _____

Date: _____

I (Dr. Tobin) have discussed the issues above with the attendee. My observations of this person's behavior and responses indicate that this person understands the rules and provisions of group psychoeducation as set out above and is competent to give informed and willing consent at this time.

Signature of Facilitator

Date