



RECURSOS – CAPÍTULO 7

ÉTICA EN LA PRÁCTICA DE LA PSICOLOGÍA CLÍNICA

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1. Modelo básico de consentimiento informado para la intervención terapéutica con adultos¹

D/D^a _____, mayor de edad, con DNI _____
con domicilio en _____. Teléfono: _____.
Email: _____.

MANIFIESTA

He recibido de D/D^a _____, Psicólogo/a Nº Col. _____, de forma comprensible, toda la información necesaria sobre el procedimiento a llevar a cabo, sus objetivos, técnicas a aplicar, temporalidad y honorarios que se van a establecer.

He sido informado/a de que:

- Todos los datos que proporcione están sujetos a secreto profesional y sólo podrán ser revelados a otras personas con mi consentimiento expreso. También he sido informado/a de las excepciones al deber de mantenimiento de la confidencialidad, es decir, de la obligación legal del/la profesional de notificar a las instancias oportunas de aquellas situaciones que sean conocidas durante el ejercicio profesional y que representen un riesgo muy grave para mí mismo/a, terceras personas o para el/la profesional y también cuando el levantamiento del secreto esté legal o judicialmente ordenado y de que, en ese caso, se proporcionará sólo aquella información que sea relevante para el asunto que esté siendo investigado manteniendo la confidencialidad de cualquier otra información.
- El profesional se compromete a respetar todos los preceptos contenidos en el Código Deontológico del Psicólogo, así como a todas las disposiciones legales que sean de aplicación.
- El presente Consentimiento Informado podrá ser revocado libremente en cualquier momento, por lo que puedo dar por concluida la intervención cuando así lo desee. De la misma forma, como terapeuta podría suspender el tratamiento si considero que no está siendo beneficioso para sus objetivos, si hay retrasos o si no hay suficiente cumplimiento o adherencia a las recomendaciones terapéuticas. En tales casos, aunque puedo hacer sugerencias de otros tratamientos, usted podrá buscar otras alternativas de atención profesional.

Por tanto, AUTORIZO y OTORGO MI CONSENTIMIENTO a D/D^a _____ para realizar la citada intervención profesional manifestando que estoy informado y de acuerdo con todos los aspectos indicados anteriormente.

Igualmente, manifiesto que he recibido una copia de este documento.

En _____, a _____ de _____ de 20____

Firma del paciente:

Firma del profesional:

¹ Este modelo es básico, cada profesional podrá adaptarlo y si así lo considera conveniente, ampliarlo a su práctica específica, siempre que incluya los elementos básicos descritos en este modelo y los epígrafes que añada estén en consonancia con el Código Deontológico del Psicólogo y la legislación vigente.

2. Sample informed consent for Psychotherapist-Adult Patient Contract [With addendum for child/adolescent patient]²

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About this document

This sample psychotherapist-patient contract has been prepared for two reasons. First, it allows you to comply with the requirement that informed consent must be obtained from your patients (Ethical Principles of Psychologists and Code of Conduct, 2017, Standards 10.02, 4.02). Second, it allows you to establish a potentially legally enforceable business agreement with the patient and helps minimize the risk that business issues may become the bases for malpractice suits and ethics or licensing board complaints. Most commentators suggest that full informed consent is both ethically necessary and a good risk management strategy.

This model contract is **not** a substitute for the HIPAA Notice of Privacy Practices or other required HIPAA documentation. If you are a HIPAA covered entity, you must obtain a HIPAA Notice of Privacy Practices form and give it to your clients/patients. Various organizations, including the APA Practice Organization, have developed comprehensive HIPAA compliance training packages, and we recommend that you seek and use such compliance packages, as well as familiarize yourself with HIPAA and its proper implementation in your practice. The major areas of difference between this document and HIPAA and state laws relate to: (a) patient access to personal records, and (b) the laws and regulations governing therapeutic confidentiality, testimonial privilege, and their exceptions.

This model form was designed for psychotherapy practices. It can and should be modified to include other practice areas such as psychological evaluations, testing, neuropsychological assessment, family therapy, group psychotherapy, and so on, if these are a part of your work.

There is a great diversity of business practices among psychologists. You should revise this contract to fit your business practices rather than adjust your practices to fit the contract. Since regulations and laws governing certain institutions are somewhat different from those governing private practitioners, these forms may also need modification before they can be used in hospitals, clinics, or other institutional settings. This document includes some general language about the risks and benefits of psychotherapy, but it should be supplemented orally or in writing by you on a case-by-case basis. This approach was selected because the risks and benefits of therapy can vary considerably from case to case; it is hard to design a single document that is appropriate for all situations. For example, it is probably important to have a more thorough discussion of risks and benefits with patients who are dealing with difficult or risky situations or issues. If you are a group or family therapist, additional issues may need to be included. You may orally provide whatever additional information is necessary and make a note in the record about what was said. Of course, this will not be as protective as a signed agreement but, in most cases, it makes both clinical and risk management sense. It is always important to remember that an informed consent contract is only the beginning of providing informed consent, which should be an ongoing process. Important issues contained in this contract or not contained in this contract should be discussed when it is anticipated that they are likely to occur and that the client may feel angry or betrayed when they do.

You are strongly advised to have your own attorney review the informed consent document prior to implementation. We recommend that the documentation you use be in compliance with HIPAA and state and local statutes regulating the practice of psychology and should not include any language that could be interpreted as a guarantee or implied warranty regarding the services rendered.

What follows is draft text that you may feel free to adapt for your practice or agency. Sections of the draft where you should insert numbers are designated XX, and sections you may want to add or specially modify are [bracketed].

² Este modelo requiere de su adaptación para estar consonancia con el Código Deontológico del Psicólogo y la legislación vigente.

Informed Consent for Outpatient Services contract

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. There are many different methods I may use to deal with those problems. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees as to what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If we agree to begin psychotherapy, I will usually schedule one [45-minute] session [one appointment hour of [45] minutes duration] per week, at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide XX hours [days] advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. [If it is possible, I will try to find another time to reschedule the appointment.]

Professional Fees

My hourly fee is \$XXX. If we meet more than the usual time, I will charge accordingly. In addition to weekly appointments, I charge this same hourly rate for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other professional services include report writing, telephone conversations lasting longer than XX minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. [I charge \$XXX per hour for professional services I am asked or required to perform in relation to your legal matter. I also charge a copying fee of \$XXX per page for records requests.]

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

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. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information I will release regarding a patient's treatment is their name, the dates, times, and nature of services provided, and the amount due.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If necessary, I am willing to call the insurance company on your behalf to obtain clarification.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will try to assist you in finding another provider who will help you continue your psychotherapy.]

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any records I submit, if you request it. *You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.*

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by the insurance contract].

Contacting Me

I am often not immediately available by telephone. Though I am usually in my office between [9 AM and 5 PM], I probably will not answer the phone when I am with a patient. [I do have call-in hours at XXXX on XXXXX]. When I am unavailable, my telephone is answered by an answering service [machine, voice mail, or by my secretary] [that I monitor frequently, or who knows where to reach me]. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. [In emergencies, you can try me at my cell number.] 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 [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

[May want to insert *ELECTRONIC COMMUNICATION POLICY* here; see sample policy on <https://www.trustinsurance.com/Resources/Download-Documents>]

Confidentiality (for Adult Patients)

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if they determine the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient’s treatment. For example, if I believe that a child [elderly person or disabled person] is being abused or has been abused, I must [may be required to] make a report to the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am [may be] required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm themselves, I may be obligated to seek hospitalization for them or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

CONSENT AND AGREEMENTS

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney. [If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.]

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

PATIENT SIGNATURE _____ DATE _____

ADDENDUM FOR CHILD/ADOLESCENT PATIENT

About this document

The sample language below relates to working with children and teens in individual treatment. We recommend that clinicians meet first with parents, and then with the children or teens (as appropriate to their developmental level). With divorced or never married parents who cannot meet together, the professional can meet with each parent individually prior to meeting together with parent-child dyads. This allows the clinician to clarify whether parents have agreed to the structure proposed in the treatment contract and will assist in the discussion with the child or teen regarding the parameters of confidentiality, information sharing, and records access. It also provides an opportunity for the clinician to decide, based on the parents' responses to the contract, whether they will continue with the intake process and take the child or teen on as a client. For example, if the parents refuse to agree to a teen ordinarily having a zone of privacy, a clinician may determine that they are not the appropriate provider and would refer the family and teen to another provider, rather than continuing the process of intake and treatment.

If meeting with parents first is not feasible, or does not fit the intake procedure a clinician usually follows, a possible alternative would be to meet at the outset with parents and children or teens together, so as to engage in a discussion of the treatment parameters and other relevant topics before asking the parents and children or teens to sign the consent form and/or treatment contract.

MINORS

Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. I will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child. I believe it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, I will honor that decision, unless there are extraordinary circumstances. However, in most cases, I will ask that you allow me the option of having a few closing sessions with your child to appropriately end the treatment relationship.

Individual Parent/Guardian Communications with Me

In the course of my treatment of your child, I may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, my patient is your child – not the parents/guardians nor any siblings or other family members of the child. If I meet with you or other family members in the course of your child's treatment, I will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

Mandatory Disclosures of Treatment Information

In some situations, I am required by law or by the guidelines of my profession to disclose information, whether or not I have your or your child's permission. I have listed some of these situations below.

Confidentiality *cannot be maintained* when:

- Child patients tell me they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian or others of what the child has told me and how serious I believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell me they plan to cause serious harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the very near future. In this situation, I must inform a parent or guardian or others, and I may be required to inform the person who is the target of the threatened harm [and the police].
- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell me, or I otherwise learn that, it appears that a child is being neglected or abused (physically, sexually or emotionally) or that it appears that they have been neglected or abused in the past. In this situation, I am [may be] required by law to report the alleged abuse to the appropriate state child-protective agency.
- I am ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

Example: If your child tells me that they have tried alcohol at a few parties, I would keep this information confidential. If your child tells me that they are drinking and driving or is a passenger in a car with a driver who is drunk, I would not keep this information confidential from you. If your child tells me, or if I believe based on

things I learn about your child, that your child is addicted to drugs or alcohol, I would not keep that information confidential.

Example: If your child tells me that they are having voluntary, protected sex with a peer, I would keep this information confidential. If your child tells me that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, I will not keep this information confidential.

You can always ask me questions about the types of information I would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that they were doing _____, would you tell the parents?”

Even when we have agreed to keep your child’s treatment information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so.

Also, when meeting with you, I may sometimes describe your child’s problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Disclosure of Minor’s Treatment Records to Parents

Although the laws of [this State] may give parents the right to see any written records I keep about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with me, and you agree not to request access to your child’s written treatment records.

Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child’s parents, my role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required to testify, I am ethically bound not to give my opinion about either parent’s custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of \$ XXX per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

CONSENT AND AGREEMENTS

Child/Adolescent Patient

By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time.

Minor’s Signature*

Date _____

* For very young children, the child’s signature is not necessary

Parent/Guardian of Minor Patient

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's treatment.

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above.

Parent/Guardian Signature

Date _____

Thanks to Sherry Kraft, Ph.D., clinical psychologist for The Center for Ethical Practice, for use of some the examples and concepts in the child/adolescent portion of this template informed consent.

<http://www.centerforethicalpractice.org>

* For very young children, the child's signature is not necessary