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**Informed Consent for**

**Psychological Consultation and/or Treatment in WC/Legal Cases**

Welcome to our practice! We appreciate the opportunity to be of help to you. This document provides information to help patients make an informed decision before proceeding with your psychological care. We welcome any questions you may have and look forward to discussing them with you during our meeting

**Confidentiality**

Confidentiality refers to the therapist’s obligation to make certain that what is discussed in therapy remains between the therapist and client, except where directed by state or federal law. This means that what you do or say while in therapy, or even the mere fact that you are in therapy, will not be shared with anyone else without your consent. The purpose of confidentiality is to help you feel safe in discussing any information. The exceptions to confidentiality will be reviewed below and need to be fully understood.

**Exceptions to Confidentiality**

In accordance with the law, there are some situations in which it is legally necessary to break confidentiality and report information that is obtained through our work together. These include:

1. Any serious **threat of harm against yourself**, in which there is reason to believe that you have the intention, plan, and ability to do so. In these circumstances, confidentiality can be broken to get you the care that you need, including, but not limited to, psychiatric hospitalization.
2. Any serious **threat of harm against another person**, in which there is reason to believe that you have the intention, plan, and ability to do so. In these circumstances, confidentiality can be broken to get you the care that you need, including, but not limited to, psychiatric hospitalization, AND to protect the other individual who is at risk of being harmed.
3. Any instances of **child, elder, or dependent adult abuse**. This includes any physical or sexual abuse or neglect of a minor or dependent child; this includes any physical, sexual, or fiduciary abuse of an elder or dependent adult; this includes downloading, streaming, or accessing any “obscene” sexual conduct of children via electronic or digital media.
4. Other circumstances, such as: disclosure to insurance companies, worker’s compensation claims, managed care and collection agencies, and your involvement in certain litigation processes in which records may be requested by the court.
5. The Patriot Act: The Patriot Act stipulates that, upon request by subpoena, a client's entire treatment record can be released to an FBI agent **without the client's knowledge** of the disclosure to prevent future acts of terrorism. As a therapist in this circumstance, we cannot claim privilege on behalf of the client and we cannot inform the client that the records were released.

This information must be reported and does not require your permission. We are not required by law to inform you should reporting be necessary, however, our preference during these circumstances is to include you if possible. If we have to report any of the above situations we will support you through these difficult times.

An additional, although unforeseen, exception to confidentiality would be in the unexpected death of Dr. LaPilusa. If this were to occur, your name and contact information may be given to a designated mental health clinician (most likely the contracted therapists or psychological assistants of Auxilium Mental Health, as listed below) who would be responsible for contacting all clients to inform them of the death and to provide referrals.

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Initials Date

Confidentiality in Workers’ Compensation Cases

If you are receiving treatment through your Workers’ Compensation claim (as opposed to personal insurance or cash payment), there are different rules regarding confidentiality. In order to receive treatment through your Work Comp insurance carrier, we must submit written reports on a regular basis providing information on your symptoms, the progress of your treatment, and the treatment plan. Additionally, in Workers’ Compensation, there is a treatment team, which includes (but is not limited to) the insurance company, adjuster, lawyers, doctors, or other Workers’ Compensation providers. As part of your care, we often collaborate with your treatment team. There is the possibility that we will share information and reports with the providers on your treatment team. In this way, you do not have the same privacy as a non-Workers’ Compensation client. If you have questions or concerns about this, please do not hesitate to discuss them with us.

In addition to providing information regarding treatment, I am regularly asked to provide opinions regarding various medical legal issues including cause of injury , disability status, work restrictions, diagnosis and disability rating. The basis for these opinions is obtained in part by reviewing the patients medical and non-medical records, results of psychological testing, the patients personal history including substance use, criminal, and psychiatric history, and current non-work related stressors. Please initial to indicate that you understand and agree to proceed with the evaluation.

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Initials Date

Confidentiality in Legal Cases

If you are receiving an evaluation or treatment as part of a legal case (such as an Independent Medical Examination for a Personal Injury or other type of legal case), there may be exceptions regarding confidentiality. All personal information will be kept confidential whenever appropriate. You will be asked to sign a Release of Information in order for your information to be shared with your attorney, or anyone else who is asking for information related to your case. Because you are involved in litigation, there may be times when your information is requested via subpoena; please see information below regarding subpoenas. There may also be times when a deposition will be taken or we are asked to testify in Court regarding the information that you shared during the course of your evaluation or treatment at this office. By signing this consent form, you are giving us permission to participate in the depositions and trials as part of your legal case. If you have questions or concerns about this, please do not hesitate to discuss them with us.

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Confidentiality Workers’ Compensation or Legal Cases – Subpoenas

If you are involved in a Workers’ Compensation claim or legal case, our office might be asked to supply your medical records after receiving a subpoena. This is often for claims of disability, for your attorney, for the defense attorney, or for parties involved with an outside claim, such as if you have also filed a Personal Injury or Civil claim. By signing this consent form, you are giving us permission to send your records in accordance with the subpoena. We will make every effort to contact you prior to sending your medical records to discuss any concerns that you may have, or if you would like to discuss the option of the records not being sent. If you have questions or concerns about this, please do not hesitate to discuss them with us.

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Confidentiality in Disability Cases

If you apply for disability, including short term disability or long-term disability through the state, federal government, or your employer/insurance company, we may be asked to provide records from your evaluation or treatment at this office. Typically, you will be asked to sign a release of information from the requesting agency, and that release of information will be forwarded to our office with the request for records. If there is a signed release of information sent to our office, in which our office is specifically named in the release, we will accept that as permission to send your records. By signing this consent form, you are giving us permission to send your records in accordance with the disability request. We will make every effort to contact you prior to sending your medical records to discuss any concerns that you may have, or if you would like to discuss the option of the records not being sent. If you have questions or concerns about this, please do not hesitate to discuss them with us.

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**Records and Your Right to Review Them**

Both the law and the standards of Dr. LaPilusa’s profession require that he keeps appropriate treatment records for at least 7 years. If you have concerns regarding the treatment records please discuss them with Dr. LaPilusa. 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. LaPilusa assesses that releasing such information might be harmful in any way. In such a case Dr. LaPilusa 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. LaPilusa will release information to any agency/person you specify unless Dr. LaPilusa 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. LaPilusa 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.

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**Process of Psychotherapy**

The purpose of our work together is to help you live a healthier, happier, and more meaningful life. We encourage you to be a proactive part of your treatment. This is achieved through the process of being open and honest about your thoughts, feelings, and life experiences, even though at times this may be difficult. Most individuals who engage in psychotherapy benefit from the experience. Therapy can lead to a decrease in distress and negative feelings, an enhanced sense of self, healthier relationships, more positive emotions, resolution of a specific problem, and/or an overall increase in your well-being and quality of life. It is important to acknowledge that psychotherapy has both benefits and risks. Processing your feelings, recalling life experiences, and learning about yourself can be challenging. For some people, this may bring up uncomfortable feelings, such as sadness, anxiety, fear, or anger. These feelings are a normal response to the therapy process and are typically temporary. We will make every effort to identify and discuss each of these situations as they occur, and you are encouraged to ask any questions or make suggestions regarding your therapy as we go along.

In your treatment, we will work together to foster self-understanding and personal growth, to get through difficult times, and to help you meet your personal goals. Successful therapy requires commitment, motivation, effort, and a desire to change. The work that is needed in order to see these changes will occur during our sessions, but also in your life between our sessions. Our first few therapy sessions will be used to obtain detailed information, and to make initial impressions as to what our work together might entail. During this time, it is important that you evaluate if we are a good match for you as your therapist. Your therapist should be someone who you feel connected to and safe with. If you feel that we are not the best match to be working together, we will try and help you find another therapist who may be better able to meet your needs. We only take clients that we think we can help, and we enter the therapy relationship with optimism about working together. If you have concerns about your progress or the course of therapy, please do not hesitate to discuss this with us. You may end therapy at any time; however, it is highly recommended that we discuss termination together before therapy ends.

**Discussion of Treatment Plan**

Within a reasonable period of time after the initiation of treatment, Dr. LaPilusa will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his 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. LaPilusa’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. If you could benefit from any treatment that Dr. LaPilusa does not provide, he has an ethical obligation to assist you in obtaining those treatments.

**Termination**

As set forth above, after the first couple of meetings, Dr. LaPilusa will assess if he can be of benefit to you. Dr. LaPilusa does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a number of referrals who you can contact. If at any point during psychotherapy Dr. LaPilusa assesses that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. LaPilusa 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. LaPilusa will assist you in finding someone qualified, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. LaPilusa will offer to provide you with names of other qualified professionals whose services you might prefer.

In case of Emergency

If there is a serious emergency or you are feeling unsafe, it is important that you get the immediate help you need by going to a local emergency room, calling 911, or calling the San Diego Crisis Line at 1-888-724-7240. If you are in distress, you may call us. We will attempt to return your call as soon as possible, although we may not be able to get to your message immediately. In addition, there may be times during our work together in which we become concerned with your personal safety. We may need to contact someone close to you, such as a parent, family member, spouse, or close friend. We will ask you to sign a release of information for an emergency contact to allow us to make this contact if necessary.

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**Consultation**

Based on what we learn about you and your difficulties, we may recommend services such as a medical exam, psychological testing, use of medications, or other treatments. If a recommendation is made, we will discuss the reasons and you may choose what is best for you. If you are receiving services from another professional, we will do our best to coordinate our services with theirs. As caring, trusted and ethical therapists, we cannot treat you if our treatment is not helping you. At that point, we will recommend another professional for you to see. At any time, if you would like to seek the opinion of another therapist or professional, or wish for a different therapist, we will help you find a qualified person.

There are times when we may consult with colleagues in order to better plan your treatment. In these cases, your identity will remain private and the consultant is legally bound to keep the information confidential.

**Contact**

You may reach us by phone or leave a voicemail at 619-400-9894. If you leave a message, we will return your phone call as soon as possible. We check messages and return phone calls during business hours on weekdays. If you call in the evening or on the weekends, every attempt will be made to return your call on the following weekday. Occasionally we may be unable to return your call right away, but we will make every effort to call you as soon as possible. It is important that you leave your phone number when you call and that it is a discrete number to protect your confidentiality.

It should be noted that the work of psychotherapy is to be conducted during your face-to-face treatment sessions. With the exception of emergency situations, phone or email contact with Dr. LaPilusa and his associates between sessions is limited to appointment changes and scheduling needs. In case of an emergency, for example, if you are suicidal or homicidal, please call the office at 619-400-9894 AND go to a local emergency room, call 911, or call the San Diego Crisis Line at 1-888-724-7240.

**E - Mails, Cell phones, Computers and Faxes**: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, Dr. LaPilusa’s e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Dr. LaPilusa’s computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers into CDs on a regular basis. The CDs are stored securely off-site. Please notify Dr. LaPilusa if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. Please do not use e-mail or Faxes for emergencies.

**Our office utilizes an online service that will automatically send you a reminder text 24 hours before your scheduled appointment time to your cell phone**. **The text will give you the date and time of your appointment and say it is from AMH.**

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**Treatment Non-Compliance**

There may be times in your treatment where it is the recommendation of Dr. LaPilusa or his associates that specific treatment needs or referrals are necessary in order to provide you with the most clinically appropriate and ethically appropriate level of care. If these treatment recommendations are not followed, and Dr. LaPilusa or his associates continue to opine that a higher level of care or a referral is necessary, treatment is subject to termination. This applies to all clients seen by Dr. LaPilusa or his associates, including cash pay clients, private insurance clients, or Workers’ Compensation clients.

In addition, it is the ethical responsibility of Dr. LaPilusa or his associates to provide clinically and ethically effective treatment at Auxilium Mental Health. If the treatment plan provided by Dr. LaPilusa or his associates is not being followed by the client, or if it is deemed that reasonable progress is not being made by the client, treatment is subject to termination. This applies to all clients seen by Dr. LaPilusa or his associates, including cash pay clients, private insurance clients, or Workers’ Compensation clients.

**Social Media**

Dr. LaPilusa and his associates at Auxilium Mental Health do not accept friend requests or contact requests from social media sources such as Facebook, Instagram, LinkedIn, Twitter, or other social media networks. In case of an emergency, these sites, including email, are not appropriate methods of contact. For example, if you are suicidal or homicidal, or there is another type of emergency, please call the office at 619-400-9894 AND go to a local emergency room, call 911, or call the San Diego Crisis Line at 1-888-724-7240.

The Auxilium Mental Health Facebook page will accept requests from clients. However, this site is not to be used for individual therapeutic purposes. This site is not checked regularly and messages that are sent to this site may or may not be responded to in a timely manner. This site is not to be used for emergency services. In case of an emergency, for example, if you are suicidal or homicidal, please call the office at 619-400-9894 AND go to a local emergency room, call 911, or call the San Diego Crisis Line at 1-888-724-7240.

**Dual relationships**

Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Dr. LaPilusa’s objectivity, clinical judgment or can be exploitative in nature. Dr. LaPilusa will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. San Diego is a small community and many clients know each other and Dr. LaPilusa from the community. Consequently, you may bump into someone you know in the waiting room or into Dr. LaPilusa out in the community. Dr. LaPilusa will never acknowledge working with anyone without his/her written permission. Many clients choose Dr. LaPilusa as their therapist because they know him before they enter into therapy with him and/or are personally aware of his professional work and achievements. Nevertheless, Dr. LaPilusa will discuss with you, his client/s, 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, the client’s responsibility to communicate to Dr. LaPilusa if the dual or multiple relationship become uncomfortable for you in any way. Dr. LaPilusa will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

**Please feel free to discuss any questions or concerns you may have with this consent form. You are not obligated to sign this form, and have the right to not do so. Your signature acknowledges that you have read, understood, and agree to abide to the terms of this document.**

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Printed Name of Client

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Signature of Client Date