

## **Agreement for Evaluation, Treatment, and Research**

This document contains important information about the professional services and business policies of Jacqueline B. Persons, Ph.D. and the Oakland Cognitive Behavior Therapy Center. Please read it carefully and discuss any questions you have with Dr. Persons.

**ASSESSMENT AND TREATMENT:** Dr. Persons will provide an assessment of your difficulties and a description of treatment options. If she recommends and you agree, she will provide cognitive-behavior therapy. Dr. Persons cannot make any guarantees about the success of the treatment she provides. Treatment can be time-consuming and stressful, can bring on strong feelings, such as anger or anxiety, and may result in changes that were not originally intended, such as divorce. For people in some professions (e.g., politics), the fact of being in treatment, if it becomes public, can negatively affect their career. There is a small risk that your condition will worsen due to treatment.

After meeting with you to assess your situation, Dr. Persons can offer, upon your request, an estimate of the number of sessions of treatment she recommends for you. For most patients, this ranges between 5 and 40 sessions. Dr. Persons' estimate of the duration of treatment is only an estimate, and she cannot make guarantees about the length of treatment required for any individual.

**ALTERNATIVE TREATMENTS:** Many options to the cognitive-behavioral treatment that Dr. Persons can provide are available, including other types of psychotherapy, and medications. If Dr. Persons recommends any of these in your case, she will let you know what her recommendation is and the reasons for it.

You are entitled to ask questions about all aspects of treatment. Dr. Persons will help you secure a consultation with another mental health professional whenever you request it or she recommends it.

**TRAINING AND EXPERIENCE:** Dr. Persons is a psychologist licensed to practice in California. She graduated from the University of Pennsylvania with a Ph.D. in Clinical Psychology in 1979. She is Clinical Professor in the Department of Psychology at the University of California at Berkeley. She has been trained to provide and has more than 35 years of experience conducting cognitive-behavior therapy to treat depression, anxiety, and related problems in adults. She does not have extensive training or expertise in treating psychosis, substance dependence, couples, families, children, or adolescents.

**THE PATIENT'S ROLE:** To make good progress, it is important that you play an active role in your treatment, including working with Dr. Persons to set treatment goals, completing questionnaires to assess treatment progress, and completing homework assignments between sessions.

**THE PATIENT'S RIGHTS:** A document entitled Patient's Bill of Rights, adapted from a publication by the California Department of Consumer Affairs, is attached to the end of this document. Please read it and raise with Dr. Persons any questions you have about it.

**HOURS/AVAILABILITY:** Dr. Persons is available to meet with you by appointment. Her usual hours are 8:00 a.m. until 6 p.m. Monday through Friday. Therapy sessions are usually scheduled as 50-minute

sessions weekly, or as your needs dictate and you and Dr. Persons agree. In the event of an emergency, Dr. Persons is available in her office during business hours (510-662-8405) and outside those hours by cell phone at 510-390-4721. In a crisis, you can call 911, or contact your primary care physician, the local emergency room, or crisis intervention services. When Dr. Persons is out of town, she will let you know and will give you the name and telephone number of another therapist who will be available.

\_\_\_\_ **(initial) CONFIDENTIALITY:** The confidentiality of communications between the patient and therapist is important and, in general, is legally protected. Dr. Persons will make every effort to keep the results of all your evaluation and treatment strictly confidential, as is required by law. Dr. Persons will release information about you only with your written permission, with the following exceptions:

- when she suspects elder, dependent adult, or child abuse or neglect.
- when, in Dr. Persons' judgment, you are in danger of harming yourself or another person, or are unable to care for yourself.
- if you communicate to Dr. Persons a serious threat of physical violence against another person; in this situation, Dr. Persons is required by law to inform both potential victims and legal authorities.
- if Dr. Persons is ordered by a court to release information as part of a legal proceeding.
- as otherwise required by law.

If you participate in group therapy, you are expected to keep information shared in the group confidential. Dr. Persons cannot be held responsible for a breach of confidentiality by group members.

If you meet Dr. Persons by chance outside of the therapy office, she will not acknowledge you first, in order to protect your privacy and confidentiality. However, if you acknowledge her first, she will be happy to say hello or speak briefly with you, but, to protect the therapy relationship and your privacy, would not want to engage in any lengthy discussions.

\_\_\_\_ **(initial) E-MAIL AND TEXT COMMUNICATION:** You and Dr. Persons may choose to communicate via e-mail or text. If you do, it is important to remember that if Dr. Persons is obtaining information only in these ways, she is making clinical judgments on the basis of limited and imperfect information. Dr. Persons may not receive e-mail in a timely fashion, so if your communication is urgent, please use the telephone. If you choose to correspond with Dr. Persons through e-mail or text, she will make every effort to keep the correspondence confidential, but she cannot guarantee confidentiality of these communications. E-mail, text, and voicemail communications are part of the medical record and are subject to discovery in legal proceedings.

\_\_\_\_ **(initial) USE OF ONLINE TOOLS AND MOBILE APPS, and VIDEOCONFERENCING TOOLS:** Dr. Persons may suggest that you use an online tool or a mobile application to record information related to your treatment. If you are out of town, she may suggest a meeting via video. She will make every effort to recommend online platforms that are designed to maintain your confidentiality and to meet HIPAA security standards (e.g., encrypted data transmission). However, if you do use one of these tools, confidentiality cannot be guaranteed, and you agree to accept the risk that a breach of confidentiality may occur, that Dr. Persons may be less helpful than usual because she will have less

information than when you and she are in the same room, and that video meetings are vulnerable to interruptions and technical difficulties.

**RECORD-KEEPING:** Dr. Persons maintains a clinical record in which she documents your treatment, including a description of your condition, diagnosis, treatment goals, treatment plan, therapy session notes, information about fees and billing, and copies of consents, releases, assessments, and other forms related to your treatment. The various parts of the clinical record (billing, progress notes, assessments) may be stored separately. Clinical records are kept in a locked file cabinet in Dr. Persons' office, on a password-protected computer in Dr. Persons' office, and/or via an encrypted, secure, and HIPAA-compliant cloud-based service.

**MONITORING PROGRESS:** At the beginning of treatment, you and Dr. Persons will work together to identify your treatment goals. To help with that process, Dr. Persons will ask you to complete numerous questionnaires. Dr. Persons will also ask you to complete one or two or three scales at every session to monitor your progress, and to complete a more extensive battery of scales quarterly and at the end of treatment to evaluate your progress.

Dr. Persons will ask to meet with you after your treatment ends so she can learn how you've fared post-treatment, in order to evaluate and improve the treatment she provides and, if you agree, to collect some research data in order to contribute to science and to improved treatment for others.

Please initial any method of contact you agree to. \_\_\_\_\_ email \_\_\_\_\_ telephone \_\_\_\_\_ mail.

If you do not initial any of these spaces, Dr. Persons will understand that you prefer not to be contacted for follow-up assessment meetings.

\_\_\_\_\_ **(initial) CONSULTATION:** Dr. Persons may wish to consult with other professionals about your case. She can generally do this without revealing your identity. Your initials here and signature at the end of this document gives Dr. Persons permission to do this.

**FEES:** Dr. Persons' fee is \$290 per 50-minute session. Longer or shorter sessions are prorated from this fee. If you meet with Dr. Persons on the telephone or via video, you will be charged the standard fee, prorated according to the length of the call. Of course, there will be no charge for brief telephone calls, such as those made to schedule appointments.

**PAYMENT:** Payment is due at the time of the session unless another arrangement has been made. Dr. Persons will send you a monthly statement if you request one.

**CANCELLATIONS AND MISSED APPOINTMENTS:** If you miss your appointment or cancel it without 24 hours' notice, you may be charged for the session. Please be aware that insurance companies will not generally reimburse for a cancelled session.

**INSURANCE REIMBURSEMENT:** You are responsible for collecting reimbursement from your insurance company or other source. If you elect to seek reimbursement from an insurance company for your

treatment, Dr. Persons will provide you with a monthly statement you can submit to your insurance company. Most insurance companies require information about your diagnosis, the type of service provided (e.g., 50-minute individual psychotherapy session), the date of the session, and the fee, and Dr. Persons will include this information on your statement upon your request. Please be aware that when information is sent to an insurance company, Dr. Persons has no control over who sees it.

**FOR MEDICARE BENEFICIARIES ONLY:** If you are receiving insurance coverage through Medicare, please be aware that Dr. Persons is not a Medicare provider and has opted out of Medicare. Your signature below indicates that you accept full responsibility for payment of Dr. Persons' fees and that you will not submit claims to Medicare for Dr. Persons' fees or ask Dr. Persons to do so. Please note that Medicare limits do not apply to these fees, Medigap plans will not cover them, and other insurance plans may not cover them. You have the right to obtain services from providers who are covered by Medicare. If you see a provider who is covered by Medicare, you do not have to sign a private contract (like this one) with that provider.

\_\_\_\_\_ (Client signature) \_\_\_\_\_ (Therapist signature)

**ENDING TREATMENT:** You may withdraw from treatment at any time. Reasons you might want to end your treatment include that you have accomplished your goals, you are not making progress, or your working relationship with Dr. Persons has deteriorated. If you are considering ending your treatment, Dr. Persons recommends and would appreciate it very much if you would discuss this with her so she has an opportunity to offer her recommendations, including about changes in the treatment that could address your concerns, and to offer referral options if they are needed.

If Dr. Persons experiences difficulties in working with you, such as if her working relationship with you deteriorates, therapy seems unhelpful, or you are unable to pay your bill, Dr. Persons will discuss them with you and work with you to address them. If the difficulties cannot be resolved, Dr. Persons will work with you to bring the treatment to an end. Dr. Persons may end your treatment for any reason. She is ethically obligated to end the treatment if she believes she is not being helpful to you. If Dr. Persons ends your treatment, she will offer, at minimum, a termination session to discuss her decision and to offer referrals to other potential providers.

If you discontinue meeting with Dr. Persons for a period of four weeks or more, she will attempt to contact you. If she is unable to reach you, she will assume that you have decided to terminate your treatment and she will close your case. Of course, should you wish to resume your treatment at any time, she will be happy to discuss that option with you.

Should Dr. Persons become incapacitated or die, a trusted local professional colleague will contact you to let you know this and to help you make arrangements for continuing your care with another provider if needed and for handling your medical record.

**RESEARCH, TRAINING, WRITING:** Dr. Persons conducts research, and does writing and teaching for professional and lay audiences. Your initials here give Dr. Persons permission to use information about you and your treatment in any of these ways, provided that she takes care to protect your identity. She

will not publish or present any information in her writing, teaching, or research that reveals your identity.

Dr. Persons is asking you to allow her to use data from your clinical record in research studies she and her colleagues at the Oakland CBT Center are currently conducting and may conduct in the future. These studies generally involve studies of the process or outcome of cognitive behavior therapy provided in routine clinical practice, relationships among symptoms and mechanisms of anxiety and mood and related difficulties, and studies of assessment tools. Examples of studies of this sort that Dr. Persons has previously conducted are posted at <https://oaklandcbt.com/research-publications>. Your agreement to allow use of data from your clinical record for research purposes will not involve any change in your treatment or any extra effort on your part. Instead, you are giving Dr. Persons permission to extract data from your clinical record and put it into one or more databases that do not include your name and use it for a range of studies she may conduct. Dr. Persons will make a participant ID code list linking your name to your data in the databases and store it on a password-protected desktop computer in her office and on an encrypted portable drive that is stored in a locked file cabinet in her office. Research studies conducted using these data will be reviewed to evaluate that they are conducted in an ethical manner by the Institutional Review Board (IRB) of the Behavioral Health Research Collaborative, a federally registered IRB.

The goal of the research is to improve our scientific understanding of psychopathology and its treatment in order to improve the treatment of and reduce suffering from mental illness. It is not expected that you will benefit directly from the research, except that the quality of your treatment may benefit from Dr. Persons' work to keep up to date with and contribute to the scientific literature.

You are not required to agree to participate in research. Please do so only if you are completely comfortable agreeing to participate. Declining to give permission to provide data for research or writing or training will not affect your treatment with Dr. Persons in any way. If you agree to give permission to provide data for research or writing or teaching, you may withdraw permission by letting Dr. Persons know in writing. At that point, no further research data from your clinical record will be added to the database, but it may not be possible to pull your data out of the research database or publications that already rely on data you contributed.

The main risk you will experience by agreeing to allow use of information from your treatment in writing, teaching, or research is a loss of confidentiality. There is a small risk that information about you may be released to others in the process of pulling data from your clinical record to put it into the research database, in the process of managing the participant ID code list, or in the process of extracting teaching points from Dr. Persons' work with you.

If you have questions about the research, you may contact Dr. Persons at any time. Information about research participants' rights is also available in section 8.02 of the Ethics Code of the American Psychological Association and in the Research Policies document of the Oakland CBT Center, posted at [www.oaklandcbt.com/Research/Research Policies](http://www.oaklandcbt.com/Research/Research%20Policies).

If you do not initial below, Dr. Persons understands that she does not have your permission to use de-identified information about you in research, training, or writing.

Please do not initial here until after you and Dr. Persons review this section and you have had the opportunity to ask any questions you have about it. \_\_\_\_ (initial)

**DATA REPOSITORY:** If you agreed to participate in research, Dr. Persons is additionally asking your permission to add data from your clinical record to the Oakland CBT Data Repository, a completely de-identified research database. This database differs from the standard research databases described above in that no participant ID code is maintained. *The data repository database will not include your name, address, or any other information that could identify you.* The data repository database will be used for scientific research about the nature and causes of anxiety, depression, and other psychological difficulties; about the processes of change during treatment; and about the quality of our assessment tools, in order to improve our understanding of psychological difficulties and to improve our treatment of those difficulties. More information about the data repository is provided in the attached document titled Description of the Oakland Cognitive Behavior Therapy Center Data Repository. You do not have to give permission for your data to be included in the Data Repository unless you want to. Declining to give permission will not affect your treatment with Dr. Persons in any way. If you agree to give permission to provide data for the Data Repository, you may withdraw permission by letting Dr. Persons know in writing. At that point, no further research data from your clinical record will be added to the database, but because the data are completely de-identified, it will not be possible to pull your data out of the data repository once they are placed there.

**If you do not initial below, Dr. Persons understands that she does not have your permission to enter material from your clinical record into the data repository.**

Please do not initial here until after you and Dr. Persons review this section and you have had the opportunity to ask any questions you have about it. \_\_\_\_ (initial)

\* \* \* \* \*

I have read and understood this agreement and the attached Patient Bill of Rights and Data Repository Description, and I have had my questions answered to my satisfaction. I accept, understand, and agree to abide by the contents and terms of this agreement and consent to participate in evaluation and/or treatment.

Name of patient (please print): \_\_\_\_\_

Signature of patient: \_\_\_\_\_

Date: \_\_\_\_\_

## Patient Bill of Rights

You have the right to:

- Request and receive full information about the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization, and limitations.
- Have written information about fees, method of payment, insurance reimbursement, number of sessions, substitutions (in cases of vacation and emergencies), and cancellation policies before beginning therapy.
- Receive respectful treatment that will be helpful to you.
- A safe environment, free from sexual, physical, and emotional abuse.
- Ask questions about your therapy.
- Refuse to answer any question or disclose any information you choose not to reveal.
- Request that the therapist inform you of your progress.
- Know the limits of confidentiality and the circumstances in which a therapist is legally required to disclose information to others.
- Know if there are supervisors, consultants, students, or others with whom your therapist will discuss your case.
- Refuse a particular type of treatment or end treatment without obligation or harassment.
- Refuse electronic recording (but you may request it if you wish).
- Request and (in most cases) receive a summary of your file, including the diagnosis, your progress, and type of treatment.
- Report unethical and illegal behavior by a therapist.
- Receive a second opinion at any time about your therapy or therapist's methods.
- Request the transfer of a copy of your file to any therapist or agency you choose.

Excerpted from "Professional Therapy Never Includes Sex," California Department of Consumer Affairs, 1997

## Description of the Oakland Cognitive Behavior Therapy Center Data Repository

**REPOSITORY GUARDIAN:** Jacqueline B. Persons, Ph.D., Director  
Oakland Cognitive Behavior Therapy Center  
5625 College Avenue, Suite 215, Oakland, CA 94618  
510-662-8405; [persons@oaklandcbt.com](mailto:persons@oaklandcbt.com)

### WHAT IS A DATA REPOSITORY?

A data repository is a de-identified database of data culled from patient clinical records that is stored in an excel document (or similar). The database does not include any information that would uniquely identify any patient, and the data are pulled from the clinical record only when the patient provides written informed consent.

### PURPOSE

The purpose of this data repository is to support research that helps us improve our understanding and treatment of psychological difficulties. The data repository collects and store information generated during your treatment at the Oakland Cognitive Behavior Therapy Center in order to support research studies. Typical research topics include: the relationships among various symptoms of anxiety and depression, how learning skills in therapy relates to symptom change, patterns of change in symptoms during therapy, the relationship between session frequency and treatment outcome, and the quality of our assessment tools. As the field develops, we may develop additional hypotheses that we want to study with the data in the data repository.

### WHAT DATA WILL BE COLLECTED?

Your therapist will collect information from your clinical record that does not identify you, including your age, gender, and other demographics, your diagnosis, your personal and treatment history, your symptoms, number of sessions of therapy, and information from questionnaires you completed.

### HOW WILL DATA BE COLLECTED?

To transfer data from your clinical record to the repository, your therapist will remove identifying information from the data and transfer the anonymous data into a research database.

### WHAT WILL HAPPEN TO THE DATA?

The de-identified database will be stored on a password-protected computer in the office of the Repository Guardian (Jacqueline B. Persons). Backups of the database will be stored on password-protected thumb drives or computers to protect against loss of the data. The data will be stored indefinitely.



The de-identified data will be accessible only to your therapist, other researchers at the Oakland CBT Center, and other researchers who follow the policies and procedures she establishes and that are reviewed and approved by the Institutional Review Board of the Behavioral Health Research Collective.

## **PRIVACY & CONFIDENTIALITY PROTECTIONS**

To protect your privacy, the data in the repository do not include any information that will identify you.

## **RISKS AND DISCOMFORTS**

Although your therapist and the Repository Guardian will make every effort to protect your identity, there is an extremely small risk of loss of confidentiality. In the highly unlikely event that the data in the repository should become linked to your identity and distributed to an outsider, sensitive information about you and your therapy could become available to an insurer, employer, relative, or someone else.

## **BENEFITS**

You will not receive any direct benefit from participating in this research repository. Your participation will support research that contributes to advances in scientific knowledge. You can access research reports based on the data from the repository at [www.oaklandcbt.com/Research](http://www.oaklandcbt.com/Research).

## **COSTS**

You will not be paid for providing data for the data repository. There will be no cost to you for contributing to the data repository.

## **PARTICIPANT RIGHTS**

You have a right to refuse to provide data for the repository. **No information about you will be placed in the data repository unless you initial the DATA REPOSITORY section of the Evaluation and Treatment Agreement.** You can also withdraw from participation by notifying your therapist in writing that you wish to withdraw from participating in the data repository. However, if you withdraw your participation once your data have been entered into the repository, there will be no way to remove your data from the repository, as your data are not linked to your name or any other identifying information. However, if you withdraw, no new information will be added from your record to the repository. If you refuse to participate or later withdraw your permission to provide data for the repository, you will not suffer any penalty or loss of benefits to which you are otherwise entitled, or give up any legal rights. Your treatment at the Oakland CBT Center will not be affected if you decline to participate in the repository.

## **OVERSIGHT**

Policies and procedures that govern this data repository were approved by the Behavioral Health Research Collective Institutional Review Board, chaired by Travis L. Osborne, Ph.D., 1200 Fifth Avenue, Suite 800, Seattle, WA 98101 (206) 374-0109. Email: [collectiveirb@gmail.com](mailto:collectiveirb@gmail.com). The BHRC IRB is registered with the federal Office of Human Research Protections (OHRP). The BHRC reviews the procedures of this data repository on an annual basis to evaluate its compliance with BHRC standards, OHRP standards, HIPAA regulations, and other applicable standards.

If you have questions, concerns, or complaints about the data repository, you may contact the guardian of the repository (listed at the beginning of this document) or Travis Osborne, Ph.D., Chair of the BHRC IRB (contact information in the preceding paragraph) that oversees the data repository.