

Clt Name: _____
Clt ID #: _____
Today's Date: _____

Informed Consent for Assessment and Treatment

Welcome to our counseling practice. We are committed to providing the best possible experience. A counseling situation offers a unique relationship between the two people. In order that we start our relationship in a healthy way, we have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling and psychotherapy services.

Background and Services.

We are a team of mental health therapists providing treatment for a wide variety of populations. We are masters/doctoral level therapists and meet licensure requirements set forth by the state of Arizona.

We offer counseling regarding general mental health issues, relationships, adjustment, and personal development. We also specialize in working with children, teens or adults who have been abused, neglected or traumatized. Clients who have problems with substance dependence, sexually abusive or violent behaviors, certain personality disorders, custody evaluations or other legal proceedings as their primary problem will be referred to other professionals or programs that specialize in these areas. We reserve the right to refer a client to another therapist or appropriate resource at any time if their needs in therapy are not a good match for our skills or experience.

Financial. Payment is expected at the time the service is rendered unless other arrangements have been made. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees. Currently, the fee for an initial assessment is \$157.50 counselor/\$168.00 doctor, the fee for a 50 minute individual counseling session is \$105.00 counselor/\$112.00 doctor, and the fee for a 60-70 minute family or couples session is \$157.50 counselor/\$168.00 doctor. In addition to the basic session and assessment fees, we charge \$105/HR (prorated in 6 minute increments) for additional services such as telephone conversations lasting longer than **5 minutes**, email responses, attendance at meetings with other professionals, report writing, letter writing, and time spent performing any other services you have requested. Although we prefer not to become involved in legal or custody issues, if you become involved in legal proceedings that require our participation you will be expected to pay for professional time, including preparation and transportation costs. Because of the complexity of legal involvement, we charge \$175.00/HR with a four-hour minimum requirement for preparation, travel time, and attendance at any legal proceeding. In addition, this fee will need to be paid in advance.

Fee information for services not listed is available upon request. We reserve the right to change our fees with 30 days notice and to use the services of a third-party collections service, when necessary. Refunds are not made after the services have been rendered. You have the right to be informed of all fees that you are required to pay and our refund and collection policies. Please notify us if any problem arises during the course of therapy regarding your ability to make timely payments. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan. *If there are any questions refer to Fee Information Sheet.

Insurance. We are not preferred providers for any health plans. If you are using one of these plans to pay for treatment you will need to determine if your insurance plan offers out-of-network benefits. In this event, you are still responsible for deductibles and any amounts unpaid by the insurance company and/or if the insurance company consistently delays payment. If applicable, you will be provided you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose.

Unless otherwise agreed upon, it is your responsibility for dealing with the insurance company paperwork and filing. In all cases however, payment for services is ultimately the

responsibility of the client, not the insurance company. Once again, please discuss this with us if you want to use this payment option.

Your insurance company or managed care company may limit the number of sessions based on their assessment of medical necessity or other factors. Their determination may or may not match what you want or need in treatment. In the event that they will not authorize additional sessions or you exhaust the sessions that your insurance will provide, you understand that you will have to pay for the additional services rendered. As was indicated in the section, *Privacy, Confidentiality and Records (see below)*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Using a third party to pay for the counseling implies that some information will be released in order to obtain payment for the services. Please see the *HIPAA NOTICE OF PRIVACY PRACTICES* for more information.

Availability of services. Our practice does not have the capability to respond immediately to counseling emergencies. True emergencies should be directed to community emergency services (911) or to the local hotlines 7(Empact – 480-784-1500, Banner Help line - 602-254-4357, ValueOptions – 602-222-9444, Childhelp Hotline – 1-800-4-ACHILD/1-800-422-4453). Established clients with an urgent need to make contact may page us, but an immediate response is not guaranteed. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation.

Appointments. Regular attendance at scheduled appointments is one of the keys to a successful outcome in counseling. We reserve an hour or more for each appointment with a client. Appointments canceled at the last minute are very detrimental to our practice. Therefore, we ask that you notify us a minimum of one full business day (24 hours, Monday through Friday) prior to your appointment if you need to cancel. ***You will be billed for appointments you fail to cancel in accordance with this policy. Currently, the fee billed for this is based upon the time reserved for the appointment (e.g, individual therapeutic session is \$105.00 counselor/ \$112.00 doctor). Repeated late cancellations or missed appointments will continue to be billed at the full fee for the time reserved and may result in termination of treatment. In addition, if you arrive more than 15 minutes late to an appointment you will still be billed for a full session. Please note that these are personal financial obligations that you are responsible for; not the obligations of your insurance company.***

Appointment availability varies with the client load at the time. High demand appointments (off hours, late afternoons, evenings) are likely to be sporadic in their availability. We reserve the right to limit our commitments of high demand appointment times to any particular client in order to meet the needs of all our clients and balance our workloads.

Privacy, confidentiality, and records. Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a subpoena, or when child or vulnerable adult abuse or neglect is involved. We also participate in a process where selected cases are discussed with other professional colleagues to facilitate our continued professional growth and to get you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

During times when one of us is out of town or otherwise unavailable, we will typically have another licensed therapist on call. We reserve the right to disclose confidential information from your records and our time together, including personally identifiable information, to this on-call therapist to facilitate the coverage of your care in our absence.

There are also numerous other circumstances when information may be released including when disclosure is required by the Arizona Board of Behavioral Health Examiners, when a lawsuit is filed against us, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The *HIPAA NOTICE OF PRIVACY PRACTICES*, included in this packet of information, details the considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the *HIPAA NOTICE OF PRIVACY PRACTICES* may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. ***It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.***

<hr style="width: 50%; margin: 0 auto;"/> Initials	<p>I have read the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i>, and have had my questions about privacy and confidentiality answered to my satisfaction. I understand that the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i> is incorporated by reference into this agreement.</p>
--	---

In the event of death or incapacity, or the termination or selling of this practice, the records for all clients that are actively receiving services (seen within the last month) will be given to one or more local behavioral health professionals to facilitate the continuation of treatment. In such a situation, you have the right to continue treatment with this professional, discontinue treatment, or ask for a referral. Records for inactive clients will be handled by a "records custodian," which may be an individual or company. The custodian will be responsible for satisfying records requests and destroying records when the legal timeframes for records retention are satisfied.

Professional Records. You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you/your child in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which the problem impacts on you/your child's life, the diagnosis, the goals that we set for treatment, progress towards those goals, medical and social history, treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to self and others or where information has been supplied by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. We are sometimes willing to conduct this review meeting without charge. In most situations, we are allowed to charge a copying fee of \$.25 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to records, you have a right of review, which we will discuss with you upon request.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that may be revealed to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record.

While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of Psychotherapy Notes unless I determine that such access is clinically contraindicated.

Minors & Parents. Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Confidentiality of E-Mail, Cell Phone and Faxes Communication. It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. 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. Faxes can easily be sent erroneously to the wrong address. Please notify The Provider at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies.

Purpose, Limitations, and Risks of Treatment. Counseling, like most endeavors in the helping professions, is not an exact science. While the ultimate purpose of counseling is to reduce distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through tough personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you/your child to therapy in the first place may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of life. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital counseling.

Treatment Process and Rights. Counseling will begin with one or more sessions devoted to an initial assessment so that we can get a good understanding of the issues, the background, and any other factors that may be relevant. When the initial assessment process is complete, we will discuss ways to treat the problem(s) that have brought you/your child into counseling and develop a treatment plan. As an adult and/or guardian of a minor, you have the right and the obligation to participate in treatment decisions and in the development and periodic review and revision of your/your child's treatment plan. You also have the right to ask about other treatments and their risks and benefits. If you/your child could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments. You also have the right to refuse any recommended treatment or to withdraw consent to treat and to be advised of the consequences or such refusal or withdrawal.

Our relationship. The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. The purpose of these

boundaries is to ensure that each of us is clear in our roles for treatment and that confidentiality is maintained.

If there is ever a time when you believe that you/your child has been treated unfairly or disrespectfully, please talk with me about it. It is never our intention to cause this to happen to clients, but sometimes misunderstandings can inadvertently result in hurt feelings. We want to address any issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.

Mediation & Arbitration. All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of The Provider and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Maricopa County, AZ in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, The Provider can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum. Please note that using a collection agency or going through small claims court may require me to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

<hr/> Initials	I have read and received a copy of the <i>Client Rights in effect for the state of Arizona as well as a list of emergency contact phone numbers, as well as numbers for the Behavioral Health Board, Child Protective Services and the Office of Adult Protect Services and have had my questions about emergency procedures answered to my satisfaction.</i>
-----------------------	--

Consent for evaluation and treatment. Consent is hereby given for evaluation and treatment under the terms described in this consent document and the *HIPAA NOTICE OF PRIVACY PRACTICES*. I acknowledge that I have received a copy of this informed consent agreement and the *HIPAA NOTICE OF PRIVACY PRACTICES*. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided. In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

Signature: _____ Date: _____

In the case of a minor child, please specify the following:

Full name of minor: _____ DOB _____ Relationship: _____

For office use only - verification that client has read and understands informed consent document	
Authorized Representative: _____	Date: _____