

Informed Consent for Psychotherapy Services

Office Policies & General Information Agreement for Psychotherapy Services or Informed Consent for Psychotherapy. Informed Consent Signature Page must be signed following review, prior to first appointment. *This form provides you, the client, with information that is additional to that detailed in the [Notice of Privacy Practices](#) and it is subject to HIPAA preemptive analysis.*

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to the therapist that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by the therapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. The therapist will use his/her clinical judgment when revealing such information. Your therapist will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct the therapist, only the minimum necessary information will be communicated to the carrier. He or she has no control over, or knowledge of, what insurance companies do with the information s/he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on the therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Your therapist consults regularly with other professionals regarding his/her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on your therapist's laptop is encrypted, e-mails and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. The therapist's laptop is equipped with a firewall, a virus protection and a password, and he backs up all confidential information from his computer on a regular basis onto a HIPPA compliant cloud storage service. Also, be aware that phone messages are transcribed and sent to the therapist via unencrypted e-mails. Please notify your therapist if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of your therapist's profession require that s/he keep treatment records for at least 6 years. Unless otherwise agreed to be necessary, he/she retains clinical records only as long as is mandated by Arizona law. If you have concerns regarding the treatment records, please discuss them with your therapist. 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 he/she assesses that releasing such information might be harmful in any way. In such a case, he/she 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, and upon your request, he/she will release information to any agency/person you specify unless the therapist 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, the therapist will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact your therapist between sessions, please leave a message at (480) 448-1076 and your call will be returned as soon as possible. Your therapist checks his/her messages a few times during the daytime only, unless s/he is out of town. If an emergency situation arises,

indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services. LA Frontara EMPACT: (480) 784-1514, 24-hour crisis line Banner Behavioral Health at (888)698-2727, or the Police: 911. Please do not use email, text or faxes for emergencies. Your therapist does not always check his/her email or faxes daily.

PROFESSIONAL FEES: The initial session for is \$175. Any subsequent appointments are \$120 for individuals and \$120 for couples. I will usually schedule one appointment hour of 45-50 min. duration per week, at a time that we agree on, although some sessions may be longer or more or less frequent. 80-85 min. sessions may be indicated for trauma work and will be discussed with the patient if needed; those are \$180. In addition to weekly appointments, I charge \$120 per hour for other professional services you may need including: report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service that you may request of me. If you become involved in legal proceedings that require my participation (see provisions for serving as a treating clinician), you will be expected to pay for my professional time, including preparation and transportation costs. Because of the complexity of legal involvement, I charge \$300 per hour 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 Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Sonoran Sage Counseling will provide you with a copy of your receipt via email on the day of your service which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, 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 dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, your therapist can use legal or other means (courts, collection agencies, etc.) to obtain payment.

*Fees apply unless Blue Cross Blue Shield patient. *See your individual plan benefits.*

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 therapist and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Arizona 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 therapist 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 as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific

concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Your therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. 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. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, adaptive information processing used when employing EMDR, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Your therapist provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her 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, your therapist'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.

TERMINATION: As set forth above, after the first couple of meetings, the therapist will assess if he/she can be of benefit to you. The therapist does not work with clients who, in his/her opinion, he cannot help. In such a case, if appropriate, he will give you referrals that you can contact. If at any point during psychotherapy your therapist either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, the therapist 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, your therapist will give you a couple of referrals that you may want to contact, 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 and communication at any time. If you choose to do so, upon your request and if appropriate and possible, your therapist will provide you with names of other qualified professionals whose services you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment or can be exploitative in nature. Your therapist will assess carefully before entering into nonsexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. The therapist will never acknowledge working with anyone without his/her written permission. Many clients have chosen one as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and achievements. Nevertheless, the therapist will discuss with you 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 which ahead of time. It is your responsibility to advise your therapist if the dual or multiple relationship becomes uncomfortable for you in any way. The therapist will always listen carefully and respond to your feedback and will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, \$100 fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

A COLLABORATIVE TEACHING FACILITY: Associate Level Counselors (LAC or LCSW) are not authorized to treat without direct supervision. In that capacity, they are not yet independently licensed in the state of Arizona. As part of their professional development, much like a residency as a physician, therapeutic services are provided under the supervision of an independently licensed therapist. By signing below, you are indicating that you are consenting to treatment with an LAC/LMSW, and have chosen to do so at your own free will. You understand that you have a right to request another therapist without repercussion at any time during the course of your therapy. You consent to having confidential information regarding your therapy shared with the clinical supervisor for the purpose of ensuring the quality of psychological services that you receive. Clinical supervision may entail the observation and/or provision of psychological services, the review and discussion of treatment plans, case assessments, progress notes, reports, discharge summaries, and audio tapings, if applicable, upon written, signed permission from the patient and the associate level clinician. All tapings will be destroyed upon completion of independent licensure. The LPC who is the direct supervisor has full access to all client information at all times and can be contacted at any time regarding the therapy you are receiving at 480-448-

1076. In this facility, all associate level clinicians are Independent Contractors. All payment for services rendered will be paid directly to the company for which their supervisor is employed and not to the Independent Contractor in compliance with AZBBHE state statutes. *SIGN SIGNATURE PAGE IF APPLICABLE

INFINITE HEALING AND WELLNESS LLC ROLE AS A MANAGEMENT COMPANY: Infinite Healing and Wellness LLC employs the owner, Kelly O'Horo, LPC. All other clinicians work as independent contractors or independent companies and use the management services offered by Infinite Healing and Wellness LLC. Clinicians who work in the building leased by Infinite Healing and Wellness LLC are not franchisees but are tenants subletting space from the management company Infinite Healing and Wellness LLC.

PROVISIONS FOR SERVING AS A TREATING CLINICIAN WITH MINORS: When caretakers bring their children for assessment and treatment of psychological problems it is preferable that both parents consent to treatment knowing that the role of the clinician is as the family or child therapist and not as an expert witness. Prior to beginning treatment, it is important for you to understand my approach to child and adolescent therapy and agree to some rules about your minor's confidentiality during the course of his/her treatment. The information herein is important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's treatment records.

It is my policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your child has disclosed to me without your child's consent. I will tell you if your child does not attend sessions. I will encourage your child to regularly provide you with a summary that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future. In addition, I will periodically request that you provide supportive information in order for me to best help your child and the family.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

Although my responsibility to your child may require my involvement in conflicts between the two of you, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either



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parent's custody or visitation suitability. 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. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

In signing this agreement, I acknowledge that there is a difference between the roles of treating clinician and expert witness, and I agree not to subpoena the clinician, nor the clinician's records for use in litigation. I understand that the boundary between treating clinician and expert witness is necessary so that the treating clinician may maintain the integrity of the therapeutic relationships established through therapy in addition to the information contained in the Outpatient Services Contract. Under HIPAA and my Ethics Code, I am legally and ethical responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise.

*SIGN SIGNATURE PAGE IF APPLICABLE