

AZCounseling, PLLC

Informed Consent for Assessment & Treatment

Welcome to our psychotherapy practice. Psychotherapy offers a unique relationship between you and your clinician. 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 psychotherapy services.

Background and Services: We are a group of therapists in an independent private psychotherapy practice. All of our clinicians have a Masters degree and are licensed by the Arizona Board of Behavioral Health Examiners. Many of the clinicians in this office have completed extensive postgraduate training as well. If you would like to read more about the backgrounds and qualifications of each clinician, please visit our website at www.AZCounseling.com.

The clinicians in our office offer counseling, psychotherapy, and consultation services to individuals, children, couples and families in the areas of mental health, relationships, adjustment, personal development and career & business issues.

The training, experience and skills of the clinician you choose to see may not be consistent with your clinical needs. If that were to be the case, you may be referred to another clinician within our group practice. Minors are typically seen in some form of family therapy where at least one adult also participates in the treatment. Clients that present with substance dependence, eating disorders, sexually abusive or violent behaviors, severe mental disorders or certain personality disorders as their primary problem may be referred to other professionals or programs that specialize in these areas. We reserve the right to refer a client to another clinician or appropriate resource at any time if his/her needs or desires in therapy are not a good match for the skills or experience of the treating clinician.

Although we share office space with other clinicians, our clinical practices are independent from each other. We do not provide care or treatment for each other's clients.

Financial: Payment is expected at the time the service is rendered, unless other arrangements have been made. There will be a 3% transaction fee applied to all electronic payment transactions. This includes all debit cards, credit cards and HSA cards. This fee is not part of, nor will it be applied to your co-payment, co-insurance or deductible. 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 a 45 minute session is \$140.00 and 60 minute session is \$175.** In addition to the basic session and assessment fees, there may be other fees for additional services such as telephone counseling, books and materials, etc. The basic fees are posted in our office and fee information for those 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 discuss these matters with your treating clinician if you have a concern.

Insurance: Many of our clinicians are preferred providers for a number of health plans in this locality. If you are using one of these plans to pay for your treatment, the terms that govern the plan will apply (i.e. co-payments, co-insurances, deductibles, insurance filing, etc.). If you are using another insurance plan (for which your clinician is not a provider), we will supply you with a superbill that you can turn into your insurance company so they can reimburse you. **In all cases however, payment for services is ultimately the responsibility of the client, not the insurance company.** Once again, please discuss these matters with your treating clinician if you have a concern.

If you are covered by two insurance plans (primary and secondary), we will bill your primary plan, assuming that your treating clinician is a covered provider under the primary plan. If your clinician is not a provider under your primary plan, you will be required to pay the fees out of pocket and receive a superbill as a receipt that you can file with your insurance company. **In all cases, the client is responsible for dealing with the secondary insurance company paperwork and filing.**

If you are over 65, or otherwise eligible for Medicare, you should understand that none of the clinicians in this office are currently providers under this program. Medicare clients are required to pay the fees out of pocket, even if your clinician is a covered provider under a secondary insurance plan.

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 your insurance will provide, you understand that you will have to pay for additional services rendered.

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 the community emergency services (911) or to the local hotlines (Empact 480-784-1500, Banner Help Line 602-254-4357, Maricopa Crisis Line 602-222-9444). Established clients with an urgent need to make contact may page their clinician, 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. There may be extended lengths of time (days) when your clinician is not available by phone or any other means. If you need a clinician that is readily available, please let us know by your first session so that we can refer you to an appropriate professional.

Appointments: Regular attendance at your scheduled appointments is one of the keys to a successful outcome in psychotherapy. We reserve an hour or more for each appointment with a client. Appointments cancelled at the last minute are very detrimental to our practice. Therefore, we ask that you notify our office a minimum of one full business day prior to your appointment if you need to cancel. Appointments for Monday must be cancelled by the prior Friday. Our office is normally open from 8AM to 5PM ~ Monday through Thursday and 8AM to noon on some Fridays.

You will be billed for appointments you fail to cancel in accordance with this policy. Currently, the fee billed for this is a minimum of \$75.00. Repeated late cancellations or missed appointments will be billed at the full fee of \$140.00/\$175.00 and may result in termination of treatment. In addition, if you arrive more than 15 minutes late to an appointment we cannot bill the insurance company for a full session and you will be expected to make up the difference. Please note that these are personal financial obligations that you are responsible for – not the obligation of your insurance company.

Appointment availability varies with the client load at the time. High demand appointments (off hours and late afternoons) 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 communication and records created in the process of psychotherapy are held in the strictest of 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 and elder 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 the course of treatment, you may choose to participate in group therapy. As a participant of group therapy, you agree that you will not disclose information learned in the group to anyone and you understand that the clinician cannot guarantee that the issues discussed in the group will remain confidential. You also agree to hold the clinician and AZCounseling, PLLC harmless from any claims or liability if information about you is released by another group member.

It is important to be aware that we use a number of electronic tools in our practice, including computers, the internet, email, PDAs, fax machines, telephones, and cell phones. We may use these tools to store or communicate information about you and your treatment. While reasonable backup, security and other safeguards are in place, there is always some risk of inadvertent disclosure of information that comes with using these tools. By signing this informed consent, you agree to accept the risk of disclosure that comes with these tools we use in our practice.

During times when your clinician is out of town or otherwise unavailable, there will typically be another licensed clinician on call for you to contact. We reserve the right to disclose confidential information from your

records and time with your clinician, including personally identifiable information, to this on-call clinician to facilitate the coverage of your care in your clinician's absence.

There are also numerous other circumstances when information may be released including but not limited to: when disclosure is required by the Arizona Board of Behavioral Health Examiners, when a lawsuit against your clinician is filed, 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* details the considerations regarding confidentiality, privacy, and your records. That notice 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 available in our 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/> Initials	I have read the HIPAA NOTICE OF PRIVACY PRACTICES and have had my questions about privacy and confidentiality answered to my satisfaction. I understand that the HIPAA NOTICE OF PRIVACY PRACTICES is incorporated by reference into this agreement.
-----------------------	---

In the event of your clinician's death, retirement, or incapacity, the records for 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 may be handled by a "records custodian," which may be an individual or a company. The custodian will be responsible for satisfying records requests and destroying records when the legal timeframes for records retention are satisfied.

Purpose, limitations and risks of treatment: Psychotherapy, like most endeavors in the helping profession, is not an exact science. While the ultimate purpose of psychotherapy is to reduce your distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of psychotherapy usually involves working through personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you to therapy 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 your 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 therapy, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital therapy.

In most cases, one or more mental health diagnoses will be rendered during the process of assessment and treatment. Please note, some diagnoses may affect employment in high security or safety sensitive positions or affect your ability to obtain future insurance.

Treatment process and rights: Your psychotherapy will begin with one or more sessions devoted to an initial assessment so that your clinician can get a good understanding of the issues, your background, and any other factors that may be relevant. When the initial assessment process is complete, you and your clinician will discuss ways to treat the problem(s) that have brought you into therapy and develop a treatment plan. You have the right and the obligation to participate in treatment decisions and in the development and periodic review and revision of your treatment plan. You also have the right to refuse any recommended treatment or to withdraw consent to treat and to be advised of the consequences of such refusal or withdrawal.

Litigation considerations: If you become involved in the legal system (divorce, custody, civil litigation, criminal activity, etc.) you can expect that we will not make recommendations, testify, or get otherwise involved in your legal activities. It is an inherent conflict of interest for a treating professional to also offer evaluations or

opinions in legal matters. If a client has these expectations, it can affect his/her willingness to disclose personal information vital to treatment. If you need an evaluation for legal reasons, your clinician will make a referral to an outside, unbiased professional who can perform this service. **In signing this agreement, you agree that you will not call your clinician as a witness to testify or to expect recommendations or other involvement in your legal activities.**

Our practice is focused on the treatment of mental health, couples counseling and family issues. When the legal system gets involved in the counseling process it is often to the detriment of the client and treatment. However, there are some situations where legal involvement cannot be avoided. As a licensed health professional, we are obligated to respond to a subpoena issued by the courts. These responses take a great deal of time and other resources. In signing this consent form, you agree that you will be responsible for reimbursement of the time spent in responding to legal requests that result from your status as our client or former client, regardless of the source of the legal action. **These fees are billed at \$450.00 per hour and include preparation time, travel and expenses, time waiting to testify and actual time testifying. Payment of these services does not constitute the provision of expert testimony, ONLY TESTIMONY AS A WITNESS OF FACT.**

Our relationship: The client/therapist relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a therapist to spend time together socially, to bestow/accept gifts, or to attend family or religious functions. The purpose of these boundaries is to ensure that you and your clinician are clear in your roles for your treatment and that your confidentiality is maintained. If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with your clinician about it. It is never our intention to cause this to happen to our clients, but sometimes misunderstandings can inadvertently result in hurt feelings. We want to address any issues that might get in the way of therapy as soon as possible. This includes administrative or financial issues as well.

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 I am 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 minor children, please specify the following:

Full name of minor: _____ DOB _____ Relationship _____

Full name of minor: _____ DOB _____ Relationship _____

For office use only – verification that client has read and understands this informed consent document.

Authorized Representative: _____ Date: _____