

# Informed Consent for Therapy Services



## **THERAPIST-CLIENT SERVICE AGREEMENT**

Welcome to Brooks Therapy AZ. This document will teach you about our policies at Brooks Counseling. This document also includes summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. If you have any questions, please do not hesitate to ask me at time of signing or during future sessions. When you sign this document, you acknowledge that you read and understand the information.

## **Counseling Services**

Counseling involves both risks and benefits. You may decide to share sensitive information that leaves you feeling vulnerable about your life, family, and challenging experiences. Psychotherapy requires you to be present and participating during each session. It is critical that you report any self-destructive, suicidal, or homicidal behavior, as well as any abusive or dangerous situation that may impact your safety and mental health. To have the best results in therapy, you will be asked to work on your goals between sessions.

Benefits of psychotherapy often include stress reduction, relationship enhancement, and problem resolution, as well as improved understanding, skill development, and a greater ability to address future challenges.

Treatment begins with a Diagnostic Evaluation, including completion of the Patient Identification and History Form,

where I will:

- 1) Assess what brought you to treatment;
- 2) Ensure that I can provide you the most effective interventions;
- 3) Develop a treatment plan with goals and objectives, and
- 4) Recommend solutions for symptom reduction, problem solving and behavior change.

Your evaluation is an important time for you to assess your comfort level in working with me and with my treatment recommendations. If you decide that this is not for you, I will be happy to assist in a referral. Throughout therapy, I provide evidence-based interventions, emotional support, and guidance to help you reach your desired goals. This treatment can help patients better manage distress, recognize their strengths and resilience, and make meaningful life changes, which can also enhance confidence and self-esteem.

## **RISKS & BENEFITS**

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

## **APPOINTMENTS**

Appointments will ordinarily be 50-60 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you are alone.

## **CANCELLATION/MISSED APPOINTMENT POLICY**

If you need to cancel or reschedule a session, I ask that you provide me with at least 24 hours notice. If you miss a session without cancelling, or cancel with less than 24 hour notice, my policy is to collect your full session fee for the missed appointment. If it is possible, I will try to find another time to reschedule the appointment. This cancellation policy is standard in the medical and mental health fields and will be strictly enforced.

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Notifying me of your intention to cancel or reschedule 24-hours or more in advance gives me an opportunity to schedule someone else for that time slot. This is important because others may be on a waiting list or may also be looking for an opportunity to reschedule for a different time. As much advance notice as possible is always appreciated. More importantly, however, a cancelled or missed appointment delays our work. Therefore, this policy is also intended to encourage you to make yourself a priority.

## **PROFESSIONAL FEES**

Your private pay rate, as disclosed verbally to you when scheduling the initial appointment, will be \$150 per therapy hour.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. Your records are maintained in a secure location in an electronic medical record system. Although psychotherapy often includes discussions of sensitive and private information, normally very brief records are kept noting that you have been here, what was done in session, progress, diagnosis, and a mention of the topics discussed.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file at any time. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers; therefore, I recommend that you review them in my presence so that we can discuss the contents. You have the right to request that a copy of your file be made available to any other health care provider at your written request. Clients will be charged a fee of 10 cents per page and any time spent in preparing information requests.

In the event that Brooks AZ PLLC closes, I will post two notices in the paper (two weeks apart) regarding the close of the practice and information for locating medical records. I will respond in a timely manner to client requests for copies or access to their medical records. Unless prohibited by illness or temporary travel unavailability I will respond within 30 days or other legally or ethically responsible requirements. I will dispose of unclaimed records after the current legal and/or legally specified time requirements by destroying records so that no confidential information remains in usable form. In the event that circumstances require, I will forward record access and responsibility to another professional who will respond to record requests in accordance with legal and professional standards. In the unforeseen event of death of the record holder, records may be obtained

## **CONFIDENTIALITY**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and state laws. You may request that information is shared with whomever you choose and you may revoke that permission in writing at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of HIPAA. This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (e.g., sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by electronic communication at some point in our work together, please be aware that it may not be completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record. Please note that it is company policy to not send or respond to text messages.

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There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about your treatment. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action. The legal exceptions to confidentiality include, but are not limited, to the following:

If there is good reason to believe you are in imminent danger of harming yourself. If a client threatens harm to self, I may legally break confidentiality and call the police or the crisis team. I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection. If there is good reason to believe you are threatening serious bodily harm to others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.

If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.

In response to a court order or where otherwise required by law.

To the extent necessary for emergency medical care to be rendered.

A claim on a delinquent account via a collection agency may be made.

Release of records to insurance companies if you choose to utilize this method for payment of services.

## **TELEPSYCHOLOGY SERVICES**

Therapy will occur using the Doxy platform from the comfort of your own home or office. Each session we will identify you the client, where you are currently located, and confirm your emergency numbers. If there is an emergency during session, I will ask that 911 is called to address the situation and then will ask to hear from you after the situation has resolved.

While Doxy complies with HIPAA requirements, and I maintain this in my office, I cannot account for the practices you take to maintain confidentiality. Please be mindful of where you are doing therapy and who is in your environment before beginning. The greatest benefit of telehealth is convenience and breaking down barriers of traffic, busy life schedules, or living in cities without enough mental health services

## **CONTACT INFORMATION**

**Contact** information is as follows:

Pamela Brooks:

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you are unable to reach me and feel that you cannot wait for me to return your call and/or feel unable to keep yourself safe, contact your family physician, 911, or the nearest emergency room and ask for the psychologist/psychiatrist on call. Additional options include calling a 24-hour crisis hotline at (602) 222-9444. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

## **OTHER RIGHTS**

**You have the right to ask questions about anything that happens in therapy.** I am always willing to discuss how and why I have decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns and you can request that I refer to you someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

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If you are unhappy with what is happening in therapy, I hope that you will talk about it with me so that I can respond to your concerns. I will take such criticism seriously and with care and respect. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Arizona Board of Psychologist Examiners (for Psychologists): 1740 W. Adams Street, Suite 3403, Phoenix, Arizona 85007, Phone (602) 542-8162 or the Arizona Board of Behavioral Health Examiners (for LCSW, LMSW, LAC, LPC, LAMFT, LMFT): 1740 W. Adams Street, Suite 3600, Phoenix, AZ 85007, Phone 602-542-1882. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

You have the right to considerate, safe, and respectful care, without discrimination as to any of your multiple identities including ethnicity, color, sex, gender identity, gender expression, sexual identity, age, religion, national origin, or veteran status, or source of payment. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

## CONSENT TO PSYCHOTHERAPY

**I have read this Agreement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it.** I agree to undertake therapy. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by my therapist. If you would like a copy of this consent form, please request it from the provider.

Your signature below indicates that you have read the Informed Consent Form and that you agree to the information in this document and abide by its terms during our professional relationship.

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**Printed Name of Client**

**Signature of Client**

**Date**