

*ALLIANCE COUNSELING, LLC
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30928 N. 138th Ave., Peoria, AZ 86314
928-227-1857 or 360-943-6642*

New Patient-Clinician Informed Consent Agreement

General Information

The therapeutic relationship is unique in that it is a highly personal and, at the same time, contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. It contains important information about Alliance Counseling LLC's ("Alliance Counseling") professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that Alliance Counseling provides you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail, and our practice is in general accordance with HIPAA policies. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session.

Although these documents are long and sometimes complex, it is very important that you read them carefully before your first session. We can discuss any questions you have about our procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement at any time. That revocation will be binding on Alliance Counseling unless we have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

Please read and indicate that you have reviewed this information and agree to it by dating and signing at the end of this document.

Counseling Services

The therapeutic relationship is unique in that it is highly personal and, at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me.

Please read and indicate that you have reviewed this information and agree to it by signing and dating at the end of this document.

I am a Licensed Professional Counselor in a private counseling practice, and I am licensed by the Arizona Board of Behavioral Health Examiners. The practice of professional counseling is defined as the professional application of mental health, psychological and human development theories, principles and techniques to: (a) Facilitate human development and adjustment throughout the human life span; (b) assess and facilitate career development; (c) treat interpersonal relationship issues and nervous, mental and emotional disorders that are cognitive, affective or behavioral; (d) manage symptoms of mental illness; and (e) assess, appraise, evaluate, diagnose and treat individuals, couples, families and groups through the use of psychotherapy.

I use a counseling approach that blends the practices of humanistic, cognitive-behavioral, and psychoanalytic theories. I rely on the humanistic approach to build empathic relationships and draw on the cognitive-behavioral approach to help challenge and change irrational beliefs that are in the way of attainment of established therapeutic goals. I use behavioral techniques such as verbal posing reinforcement and behavior charting to encourage the acquisition of more accurate and positive beliefs to facilitate goal attainment. I also explore the impact of family of origin history on present cognitive structures (belief systems) using the psychodynamic approach.

The Therapeutic Process, Benefits, Risk and Limitations

You have taken a very positive step by deciding to seek counseling. The purposes of treatment include helping you identify and solve personal problems, improving communication skills, and becoming aware of and better managing emotional states and stress. Your individual goals and the purposes of you seeking counseling are personal to you, and part of the process will be to work with me to set goals and develop a framework in which you can meet those goals.

The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

Your counseling will begin with one session devoted to an initial assessment so that I can get a good understanding of the issues, your background, and any other factors that may be relevant to treatment. When the initial assessment process is complete, we will discuss

ways to treat the problem(s) that have motivated you to seek counseling and will collaboratively develop a treatment plan. We will review that together and both sign it.

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. In fact, you will be asked to review and sign your treatment plan once we have worked together to develop it. You also have the right to refuse any recommended treatment or to withdraw consent to be treated and to also be advised of the consequences of such refusal or withdrawal.

There are benefits and risks associated with counseling. Some of the benefits may involve better management of your emotional states, improved communication with those with whom you communicate, better management of stressors, and new perspectives in a variety of areas of your life. There are no guarantees that you will find counseling to be useful or helpful in meeting the goals you have for yourself. Please note, counseling often involves working through difficult personal issues, and through the therapy process, you may experience emotional or psychological discomfort. In the process of working to resolve issues that brought you to counseling in the first place, you may experience changes that were not originally foreseen.

In order to maintain a solid therapeutic relationship between counselor and client, I am not allowed to write any letters on behalf of clients. All clients requesting letters will be referred to a prescribing clinician who has appropriate training for such assessments.

Appointments

I usually conduct an initial evaluation in the first session. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. **If you decide to continue with me, we will usually schedule one 45 to 50-minute session (one appointment hour of 45 to 50 minutes duration) per week at a time we agree on,** although some sessions may be longer or more frequent and this will vary somewhat according to your individual treatment needs.

Cancellation

Counseling services are most effective when meeting times are regular and consistent. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide at least 5 business days' notice via email to clegg_d@msn.com or via telephone at 928.252.1387 or 360.943.6642.

If you miss a session without canceling, or cancel with less than 5 business days' notice, you must pay the full amount for the missed session unless there was an emergency. You are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time.

Fees, Billing, and Payment

You have a right to be informed of all fees that you are required to pay, and Alliance Counseling's refund and collection policies and procedures.

Counseling sessions are 45 to 50 minutes and billed at \$150.00 per hour or rates of contracted insurance companies (other fees are dependent upon service provided and will be arranged at the time of service).

The initial appointment fee is \$200.00. Session fees or insurance co-pays are payable at the time of service unless alternative arrangements have been arranged. Fees will be reevaluated periodically. You will be responsible for paying the entire fee.

If you wish to obtain a refund on any fee paid, you should submit a written request to Alliance Counseling, who will respond within 10 days of the date of the receipt.

Professional Records

I am required to keep appropriate records of the counseling services that I provide. Although counseling 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, and a mention of the topics discussed. You have the right to a copy of your file at any time. 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. Your records are maintained in a secure location. Requests for your records should be made in writing. You can email clegg_d@msn.com to request a copy of your file. In the alternative, you can mail a request to 30928 N. 138th Ave., Peoria, AZ 86314, or request your records using our request form when you are in the office.

Pursuant to Arizona law, I keep your records for six years after the last date you received counseling services.

Confidentiality

The confidentiality of all communications between a client and a counselor is generally protected by law and I, as your counselor, cannot and will not tell anyone else what you have discussed or even that you are in counseling without your 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. With the exception of certain specific situations described below, you have the right to confidentiality of your counseling. You, on the other hand, may request that information is shared with whomever you choose, and you may revoke that permission in writing at any time.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a client's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or 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 him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
2. 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.
3. In response to a court order or where otherwise required by law.
4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary for emergency medical care to be rendered.

Finally, there are times when I might find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

If you and I see each other accidentally outside of the counseling office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but will not engage in any lengthy discussions in public or outside of the counseling office with you. Nor will I provide therapeutic services in any location out of the office (except in the case of teletherapy, which may occur while you are at home or in another secure location).

Contacting Me

I am often not immediately available by telephone. I do not answer the phone when I am with a client. If you need to reach me between sessions, you may leave a message on my confidential voicemail at any time and your call will be returned within 24 hours. After business hours Monday through Friday, I check my voicemail for messages for the last time at 7:00 PM.

On weekends, I typically check for messages midday and at 7:00 PM for the last time. I will only return a call on a weekend or after 7:00 PM if the matter is urgent and cannot wait until the next business morning. If you require an immediate response and it is before 7:00 PM, please be sure to say so and leave a phone number where you can be reached, and I will make every attempt to get in touch with you as soon as possible. But, for any number of unseen reasons, if you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe or in the event of an emergency, you should call 911 or go to your nearest emergency room and ask to speak to the psychiatrist or psychologist on call. I will make every attempt to inform you in advance of any planned absences and provide you with a name and phone number of the counselor covering the practice.

Other Rights

If you are unhappy with what is happening in counseling, I hope you will talk to me so I can respond to your concerns. Such concerns will be taken seriously and treated with care and respect.

You may also request that I refer you to another counselor, therapist or other behavioral health professional and are free to end counseling at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspect of the therapeutic relationship and about my specific training and experience. You have the right to expect that I will not have social or romantic relationships with clients or with former clients.

Because we have a professional counselor-client relationship, I cannot and will not “friend” you on Facebook or on any other form of social media and will deny any such request. In addition, I cannot attend any social functions or out-of-office events (weddings, birthdays, etc.).

Termination

Should a client fail to schedule an appointment within three weeks after a canceled appointment, no-show appointment, or kept appointment, unless other arrangements have been made in advance, for legal and ethical reasons, I will consider the professional relationship discontinued. If the client decides to return to counseling, I will make an effort to schedule an appointment with the client. If I am not available within the next two weeks, I will refer the client to another qualified behavioral health professional outside my practice.

If at any point in the therapeutic relationship, I believe the client is out of the scope of my practice, I will discuss referrals to another provider who may be better suitable to fit the client's needs. One phone call or counseling session will be scheduled to review this termination plan. I do not take responsibility for the outcome of treatment between clients and referred behavioral health professionals.

If a client misses two consecutive appointments, services between Alliance Counseling and the client will be discontinued, due to non-compliance with the treatment plan. The client will be emailed three referrals to continue their care with a different practice.

If a client attempts to harm or threatens me in any way, the client will be terminated from services with Alliance Counseling. Examples of these actions may include inappropriate verbal or physical gestures/statements, destruction of property, or any type of threat.

Continuous tardiness or lack of follow-through on assignments may prevent growth and healing in the therapeutic process. If I raise concern over these behaviors, a verbal behavioral plan will be put into place. Any violation of this behavioral plan will result in discontinuation of therapy services.

I will strive to make a good recommendation for continued care in times of termination or additional services. We cannot guarantee a good fit and are not liable for other providers' clinical expertise.

Legal Matters

I will not communicate with attorneys regarding legal matters unless ordered by a court. If you are involved in or expecting to be involved in any litigation that would involve the disclosure of your mental health records or require me to testify, please let me know immediately.

Any client records requested by attorneys will be billed at \$1 per page, including a \$50 administrative fee.

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Consent to Counseling

Your signature below indicates that you have read this Agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

Name (printed)

Date of Birth

Signature of Client

Date

Relationship (If other than Client, Parent/Guardian/Conservator)

David Clegg, LPC

Date