



## **2. Consent to treatment Updated 2025**

Imagine Therapy, PLLC

Mailing address: P.O. Box 7405 Goodyear, AZ 85338

Phone: 623-337-2275

Email: Admin@Imaginetherapyaz.com

### **CONSENT TO TREATMENT**

#### **Introduction**

Welcome! As a new client, Imagine Therapy looks forward to working with you, your family, and/or your child(ren). Informed consent is requested as part of psychological treatment and case management. This document clarifies the agreement of services including definitions, limits of confidentiality, legal consent, financial and procedural terms, and records maintenance. Please read this document carefully and speak with Imagine Therapy Administrator if you should have any questions. You have a right to revoke informed consent at any time.

#### **Case Management**

Case Management is time spent with a Case Manager engaged in the following direct services:

- Assistance in maintaining, monitoring and modifying covered services
- Brief telephone or face-to-face interactions with a person, family or other involved party for the purpose of maintaining or enhancing a person's functioning;
- Assistance in finding necessary resources other than covered services to meet basic needs;
- Communication and coordination of care with the person's family, behavioral and general medical and dental health care providers, community resources, and other involved supports including educational, social, judicial, community and other State agencies;
- Coordination of care activities related to continuity of care between levels of care (e.g., inpatient to outpatient care) and across multiple services (e.g., personal assistant, nursing services and family counseling);

- Outreach and follow-up of crisis contacts and missed appointments;
- Other activities as needed.

Or having support with indirect services such as:

- Participation in staffing's, case conferences or other meetings with or without the person or their family participating;
- phone calls, leaving voice messages and sending emails (with limitations), picking up and delivering medications, and/or collateral contact with the enrolled person, family and/or other involved parties.

## **Therapy**

Psychotherapy typically begins after an initial assessment or what is also referred to as an “intake” session. During this appointment, extensive background information is collected to inform diagnosis and treatment planning, after which therapy can begin. You, and/or your child(ren) (should it be your child being seen) will be interviewed (if you are the guardian this interview may be together and/or separately). This initial phase is also a good opportunity to size up the match between your needs and the services, policies, and treatment methodology of the treatment provider.

The relationship between feelings, thoughts, and behavior is crucial to understanding the issues that affect being successful in life. Your treatment provider may utilize a variety of strategies including psychoeducational, cognitive behavioral, psychodynamic, interpersonal, play, family, and group approaches, while integrating developmental and biological influences. It is important to understand an individual from his or her own unique biological, social/emotional, familial, cultural, environmental experience.

Individual, child, and/or family therapy can offer you and/or your family members a chance to express ideas and concerns to better understand your situation and to learn new ways to solve problems. However, there are sometimes risks within this process. Success of the therapy process will be influenced by the time, effort, and willingness of all who are involved. As therapy is a collaborative process, communication is imperative to discuss expectations, determine goals, and evaluate progress. At times, the client might experience feelings that are uncomfortable and difficult. Imagine Therapy is available to discuss these concerns openly with the client (If the client is a minor, the guardian may be included) and will provide an accurate and fair assessment that will help guide the treatment-planning/goal setting.

## **Treatment Planning**

A treatment plan will be developed with the client (for individuals 18+) and collaboratively with the guardian (if the client is a minor under 18 and is clinically appropriate) in an effort to identify treatment goals and provide a guide for the treatment process. These goals provide a focus for treatment and will be evaluated throughout the course of treatment with the clients input to ensure satisfactory progress is being achieved. Written consent will be obtained for each treatment plan (by the client for persons 16+ and from the guardian for those under 16.) At the close of treatment, a brief summary will be completed reflecting the overall progress in therapy.

## **Limits of Confidentiality**

Information that is discussed with Imagine Therapy staff is confidential and can only be released to others outside of this facility with Client's (and Guardians for persons under 18 years of age) written consent, or as required by law (e.g. Court Order). There are some exceptions to confidentiality. Confidentiality is limited in matters pertaining to: (1) threat of harm to self or to another person; (2) physical/sexual abuse or neglect of minors, persons with disabilities, and the elderly-current or past; (3) legal activity resulting in a Court order; or (4) in accordance with the law. Imagine Therapy staff, is a legally mandated reporter of abuse to a minor or elderly person (see Arizona Revised Statute 46-454). Imagine Therapy staff, provides ongoing training to graduate students as part of their practicum training and in fulfillment of a Master's level degree in Counseling or Social Work. You may be asked to consent to having a student present during the appointment for educational purposes and may consent or decline as you wish. Likewise, Imagine Therapy staff participates in peer consultation to facilitate professional growth and provide the best possible treatment to you and your child. While no identifying information is released, the dynamics of the problem and the people are discussed along with best possible treatment approaches and methods. There are also numerous circumstances when information may be released including when disclosure is required by the Board of Behavioral Health Examiners, when a lawsuit is filed against the therapist, and to comply with other federal, state, or local laws

## **HIPPA**

The rules regarding confidentiality, privacy, and records are complex. The HIPPA Notice of Privacy Practices details the considerations regarding confidentiality, privacy, and your records. This notice also contains information about your right to access your record and the details of the procedures to obtain them, should you choose to do so. Periodically, the HIPPA Notice of Privacy Practices may be revised. It is imperative that you read and understand the limits of privacy and confidentiality before

you start treatment.

Pursuant to HIPPA, Protected Health Information (PHI) is retained in two separate professional records. One set constitutes your “Clinical Record.” It includes information about your reason for seeking therapy, a description of ways in which the problem impacts you/your child’s life, the diagnosis, the goals that we set for treatment, progress toward these goals, medical and social history, treatment history, and any past treatment records received from other providers, reports of any professional consultations, billing records, and any prepared reports or letters, including reports/updates sent to your insurance provider. Except in unusual circumstances that involve danger to self or others, or where information has been supplied confidentially, you may examine and/or receive a copy of your Clinical Record, as requested in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with Imagine Therapy staff present, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, consultation fees apply and a fee of \$.25 per page is charged for copies of records over 15 pages.

In addition, “Psychotherapy notes” are also kept as a separate professional record. “Psychotherapy notes” means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversations during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual’s medical record. They may also contain particularly sensitive information that may be revealed that is not required to be included in your Clinical Record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date (See Federal Confidentiality Rules 42 CFR Part 2 and 45 CFR Parts 160, 162, & 164; U.S. Department of Health and Human Services, Office for Civil Rights). 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 consent and 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 your Psychotherapy Notes unless Imagine Therapy staff determines that such access is clinically contraindicated.

\*I consent to the use or disclosure of my (or my child's) protected health information (PHI) by Imagine Therapy for the purpose of diagnosing or providing treatment to myself, my child, my family; obtaining payment for my health care bills; or to conduct health care operations. "The Privacy Rule protects 'all individually identifiable health information' (PHI) held or transmitted by a covered entity or its business associate, in any for or media, whether electronic, paper, or oral." The Privacy Rule calls this information 'protected health information.' 'Individually identifiable health information' is information including demographic data that relates to: 1) The individual's past, present, or future physical or mental health or condition; 2) the provision of health care to the individual; or 3) the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifies (e.g. name, address, birth date, social security number, etc.)."

I have received and read the HIPPA Notice of Privacy Practices and Client Rights, and have had my questions about rights, privacy, and confidentiality answered to my satisfaction. I understand that the HIPPA Notice of Privacy Practices is incorporated by reference into this agreement.

## **MINORS-Legal Consent**

As children are part of a family system, decisions about psychological, medical, and/or educational care, etc. must be made by the child's legal guardian(s), who must be physically present to provide consent, have an opportunity to be fully informed of the treatment process, be provided with an opportunity to ask questions, and in order for identity to be verified. In the unfortunate event of a parental separation or divorce, both parents MUST consent, in writing, to treatment. Studies show that family engagement in therapy creates better success. It is for this reason that Imagine therapy mandates that children 10-14 have a family meeting once a month that one or both of the guardians attends. This "family meeting" is designed to share progress and encourage connection for the family. If one parent retains sole legal custody, this parent MUST provide legal documentation of this in order for assessment to proceed. In the case of joint custody, both parents MUST consent to the assessment. Both parents, regardless of custody, have a legal right to records (see Arizona Revised Statute 25- 403.06).

- A copy of the custody order MUST be submitted prior to the intake.

## **MINOR-Privacy in Child Therapy**

Clients under the age of 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. Therapy is most effective when a trusting relationship exists between the therapist and a child. Privacy is especially important in securing and maintaining that trust. It is necessary for children to establish a "zone of privacy" with their therapist that allows them to feel free to discuss personal matters. Therefore, it is our policy to provide you with general information about the treatment of your child, but the therapist

will not share with you what your child has disclosed without your child's consent. Imagine Therapy requests your child's privacy be honored during the course of therapy unless he or she discloses harmful situations at which time you would need to be involved in treatment for us to discuss how to keep your child safe.

Experience has shown that revealing therapy notes or the content of conversations can harm the trust relationship between therapist and child(ren). No matter how carefully this is explained, the child(ren) can invariably feel betrayed and may no longer choose to be in therapy with the individual who released the information. Sometimes this breach of trust may have an impact on other relationships as well such as the relationship between the parent(s) and the child(ren). Adolescence is a time when children need to develop a greater sense of independence and autonomy. If your child is an adolescent, it is possible that he/she will reveal sensitive information during therapy sessions regarding sexual contact, alcohol and/or drug use, or other potentially problematic behaviors. In order for to effectively work with your child, it is necessary for me to maintain confidentiality about these behaviors unless they involve imminent risk of harm to self or others, such as driving while under the influence of alcohol or drugs. I will also inform you if your child does not attend sessions or if it is necessary to refer your child to another mental health professional.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and a therapist regarding the best interests of the child. If such disagreements occur, Imagine Therapy therapists will strive to listen carefully and try to understand your perspectives, while fully explaining ours. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. If either parent decides that therapy should end, we ask that you allow the therapist the option of having a few closing sessions with your child to appropriately end the treatment relationship.

Please note: All minor children Ages 12 to 16 must be accompanied to all appointments by the legal parents or guardians. If circumstances prevent one of the legal parents or guardians from attending, you must notify Imagine Therapy Staff in advance and provide written consent (see Consent for Accompanying Adult form) permitting another adult to bring the child to his or her appointment. Likewise, if your adolescent is at least 16 years of age and can drive, he or she can attend the appointment independently with your written consent (see Limited Consent for Treatment of Minor(s) (Age 16+)—Unaccompanied By A Parent/Legal Guardian form).

\*Further note our Telehealth services are only available to persons 14 years of age and older. All Minors 12 to 14 years of age will be scheduled for in person sessions only.

## Legal Proceedings

In legal disputes, between parents and/or spouses, therapist are sometimes asked to release information such as detailed treatment records, testing protocol, and/or to testify in Court. Releasing this information can be detrimental to a client's well-being, (especially if used against a child's other parent); as such, this breaches a therapist ethical mandate to do no harm. You agree that you will not involve Imagine Therapy in any legal dispute, especially a dispute concerning divorce, custody, or visitation arrangements. You will not ask Imagine Therapy Staff or Contractors to testify in court, either in person or by affidavit. You also agree to instruct your attorneys not to subpoena Imagine Therapy Staff or Contractors or to refer in any court filing to anything said or done in sessions.

## Procedural and Financial Issues

Payment is expected at the time the service is rendered. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued. The initial interview, or "intake" session, runs up to 90 minutes in length and is billed at \$300.00. Psychotherapy sessions run approximately 53 minutes in length and are billed at \$200.00 per session for standard psychotherapy and \$250.00 for EMDR (see notification of fee form for further details). Regular attendance at your scheduled appointment time is one of the keys to successful outcomes. It is important to arrive on time as appointments cannot be extended beyond the allotted appointment time. Appointment availability varies, and high demand appointment times (e.g. afternoons and early evenings) are likely to be more challenging to secure. It is strongly encouraged that you schedule your appointments accordingly and in advance.

Consultation with other treatment providers (e.g. physicians, psychologists, counselors, etc.), educational providers (e.g. teacher, school administrator, etc.), attorneys, parenting coordinators, mediators, and/or custody evaluators is billed at \$150.00 per hour. For legal and/or court testimony (including records review and preparation, travel time, and actual testimony), please refer to legal policies. \*\* This will be charged directly to the client.

I understand that as a result of a recent law enacted by the Arizona Board of Behavioral Health Examiners in February 2024, Imagine Therapy and its personnel are now unable to complete any paperwork or fulfill any documentation requests for FMLA, ESA, or similar documents. These tasks are now mandated to be handled exclusively by a certified medical professional or an individual possessing the requisite certification.

By signing this form, you are agreeing to keep a credit card/debit card on file and pay any and all fees at the time of each session. Cancellations must be made 24 hours in advance of your

appointment. You (for 18+) and/or Guardian (for minors under 18) will be billed at the rate of \$80.00 for any cancellation or missed appointment without 24-hour advanced notice, as this time has been reserved especially for you (or your child). If a client is more than 15 minutes late to an appointment, this will be considered a missed appointment, and a no call /no show. Repeatedly missing (repeatedly is defined as: a total of three no call /no shows and/or 3 cancellations within 6 weeks time frame) an appointment will result in the policy for “Discharges” being followed. You (or Guardians for Minors under 18 years of age) will be contacted by Imagine therapy staff on your second missed appointment letting you know that you will be discharge if you miss another appointment. Waiver of the late cancellation fee will be made on a case by case basis.

- \*\*Note there is a \$35 fee for a no-show or late cancel for the initial intake session. This will be charged immediately.

## **Contacting Imagine Therapy**

Please note that you can leave a message at 623-337-2275, and your message will be returned within 24 hours. Please note that if you leave a message on Friday, it will be returned no later than the following Monday. This practice does not have the capability to respond immediately to therapeutic emergencies.

## **Contact in Emergency**

In the event of an emergency, please call 911. Crisis services are available through the Maricopa County Crisis hotline at 602- 222-9444, via mobile crisis unit, Empact, at 480-784-1500, the Banner helpline at 602-254-4357, Aurora Behavioral Health helpline at 480-345-5420, or Childhelp hotline at 1-800-422-4453. In the event that your therapist is out of town, the name of another the Administrator will be provided for on call consultation. Imagine Therapy reserves the right to disclose confidential information, including personally identifiable information, to this on-call therapist to facilitate the coverage of your care in the therapist absence.

## **EMAIL**

You may email Imagine Therapy, PLLC at [admin@imaginetherapyaz.com](mailto:admin@imaginetherapyaz.com)

Email communication is a convenience and not appropriate for emergencies or time-sensitive issues. The security and privacy of email communication cannot be guaranteed; thus, highly sensitive or

personal information should not be communicated via email. Imagine Therapy is not responsible for information loss due to technical failures.

## **Questions or concerns**

Imagine Therapy wishes to answer your questions clearly and completely. Please ask for clarification of any results, opinions, findings, or recommendations at any time. If at any time you have concerns, please communicate directly with Imagine Therapy Administrator. Imagine Therapy can assist you in making appropriate treatment referrals, etc. and will work with you and your child(ren) to terminate therapy in a clinically appropriate manner.

## **Insurance**

Imagine Therapy is contracted with select insurance companies. Insurance claims will be billed by the billing department for which they are contracted; however, it is very important that you call your insurance company to explore your mental health benefits, extent of coverage, and client rights and responsibilities, including financial responsibility. If you have questions about the coverage, call your plan administrator. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available or will be authorized. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not permit provision of services to you once your benefits end. If this is the case, referral to another provider can be made. You should also be aware that most insurance companies require a clinical diagnosis, and information such treatment plans or summaries, or copies of the entire record (in rare cases). Not all conditions/problems/diagnoses, which are the focus of psychotherapy, are reimbursed by insurance companies. Likewise, your insurance company may limit the number of sessions based on their assessment of medical necessity or other factors. It is important to remember that you always have the right to pay for therapy services privately to avoid the problems described above [unless prohibited by contract], and a cash discount is available. You are 100% responsible for fees incurred for services rendered that are not covered by your insurance and have not been paid in 90 days.

I acknowledge that Imagine Therapy accepts EAPs offered by your insurance or company. I understand that I MUST furnish the approval of this information to the office before commencing services. Once billed, Imagine Therapy cannot retroactively invoice for these services. I understand that I am aware that I am entitled to one set of authorized EAP sessions annually, with a maximum of 10 sessions allowed at any given time.

## **Records Maintenance**

The treatment records are maintained for 6 years from the last date of service for all persons 18 years of age and older. The treatment records are maintained for children 12-17 for a minimum of three years past the child's 18th birthday OR for at least six years from the date of the last visit, whichever is longer (See Arizona Revised Statute 12-2297).

In the untimely event of death or incapacity of the clinician, or the termination or selling of the practice, client records of those who are actively receiving services (e.g. seen within the last month) will be given to one or more local behavioral health professional(s) to facilitate the continuation of treatment. In such situation, you have the right to continue treatment with this professional, discontinue treatment, or ask for 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 time frames for records retention have been satisfied. Please refer to ARS 32-3211 for more information.

## **Complaints**

1. Initial Complaint Handling Clients or caregivers are encouraged to first report minor concerns or grievances directly to the staff member involved. If unresolved, the complaint should be submitted in writing to the Administrator. 2. Escalation Process If the Administrator is unable to resolve the issue to the satisfaction of the client or caregiver, the complaint will be escalated to the Owner or their designee. The Owner/designee must address and resolve the complaint within three (3) business days of escalation. 3. Timelines and Communication All complaints, whether verbal or written, must be acknowledged and addressed within three (3) business days of receipt. All resolutions must be clearly communicated to the client or caregiver, with an opportunity for questions or further clarification. Should the concern not be able to be addressed 4. Grievances Involving Staff If a grievance is filed against a staff member, a confidential review will be conducted by the Administration for the purpose of adjudication. Clients or caregivers filing complaints will not face retaliation, service disruption, or discrimination. No penalties or corrective actions will be taken until final resolution, except in situations involving actual or threatened physical violence. 5. External Complaint Option If a client or caregiver believes their concerns were not adequately addressed by Imagine Therapy, they may file a complaint with the Arizona Department of Health Services (ADHS): Phone: (602) 364-3030 Toll-Free: 1-800-624-4964 Email: [BHSlicensing@azdhs.gov](mailto:BHSlicensing@azdhs.gov) Mail: Arizona Department of Health Services Bureau of Medical Facilities Licensing 150 North 18th Avenue, Suite 450 Phoenix, Arizona 85007:

I acknowledge that I have received and reviewed the information regarding the complaint process. I understand the procedures and know where to file a complaint if necessary.

**Client Full Name:**

**Client ID Number:**