



INFORMED CONSENT & COUNSELING AGREEMENT

Throughout your healing process with Resilient Hearts Therapy, your therapist is committed to collaborating with you to build resilience and to help you achieve your desired goals by providing a respectful and accepting, empathic, transparent, and empowering approach partnered with effective evidence-based practices.

The therapeutic relationship is a unique and significant element of your process. To introduce this professional relationship between counselor and client in a healthy nature, this document was composed to ensure there is clarity and transparency about essential aspects of the practice and to give you an opportunity to review and understand state and federal laws, your rights, and Resilient Hearts Therapy policies. It is important that you understand this document and have read it carefully. Please present any questions about the information you have read or signed during your therapy session. This document represents an agreement between you and your therapist/Resilient Hearts, LLC and demonstrates your consent to begin therapy services.

Counseling services: Therapy works in part because of clearly defined rights and responsibilities held by each person involved in the therapeutic process. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Your therapist has corresponding responsibilities to you as well. These rights and responsibilities are described in the following sections.

Purpose, limitations, and risks of treatment: While therapy is often understood as a beneficial process and a means for the client to increase self-awareness, improve life skills, and gain a sense of empowerment it can sometimes present the risk of experiencing uncomfortable emotions and exploring unpleasant memories or aspects of your life. While this may be possible, keeping consistent appointments and a commitment to yourself and your healing often leads to a significant reduction in feelings of distress, enriched connections in interpersonal relationships, greater personal awareness and insight, accessible tools for managing stress, and the ability to resolve specific problems. Psychotherapy requires engagement and effort on your part and there are no guarantees about individual outcomes. Participation, engagement, honesty, and openness in and out of sessions throughout your therapy process improve your opportunity and ability to successfully heal.

Treatment process and rights: The beginning stage of therapy will involve a comprehensive assessment to better understand your current situation, background, and needs. Upon completion of this initial process, which can include the first 2-4 sessions, you and your therapist will discuss your treatment goals and create an initial treatment plan. You have the right and the obligation to participate in treatment decisions including the development and periodic review and/or 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. After 45 consecutive days without services, if we have not had contact and/or have not scheduled a session prior to the 60th day without services, your file will be closed. If the appointment is made and scheduled during the period between 45-60 days of no services and it is not kept, the file/chart will be closed. If a client file/chart is closed, you may return for services upon completion of a new consultation and intake.



(INFORMED CONSENT, Cont.)

Confidentiality: All personal and health information discussed during sessions and within the therapeutic relationship is considered confidential within limits defined by state and federal laws. These exceptions are listed below and details regarding confidentiality, privacy, and your records will be reviewed with you. You have been provided with a copy of this information in a separate document entitled NOTICE OF PRIVACY PRACTICES. It also contains 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.

Limits of Confidentiality: It is important that you understand the laws of the State of Arizona and all exceptions to confidentiality. In certain situations, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your permission. This includes the following:

- ❖ Confidentiality does not apply to cases of suspected abuse/neglect of children or the elderly.
- ❖ Confidentiality does not apply to cases of potential harm to self or others.
- ❖ Information may be released when disclosure is required by the Arizona Board of Behavioral Health Examiners, when a lawsuit is filed against us, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws.
- ❖ When supervision, peer consultation with another therapist or colleague, or legal counsel is needed your identity will remain confidential
- ❖ When signed authorization for release of confidential information is provided by you

Parents and Minors: It is considered best practice and Resilient Hearts policy to ensure that both parents/guardians of minors are aware and involved in therapeutic services of their child(ren) whenever possible. **Current court documents related to custody/divorce will be requested and are required for your child's file to remain informed of each parent/guardian's legal rights to consent to treatment and/or access to records. Contact information and signed informed consent documents must be provided for all parties for a minor to begin treatment and receive services.** In cases where "Exclusive" rights are documented, or in the absence of a noncustodial parent, the present parent/guardian may sign a statement of attestation and consent of the other parent would not be necessary.

Building rapport with all clients requires creating a level of trust. Minors will be honored with the same confidentiality standards offered to adult clients. Details of your child's sessions will not be disclosed by the therapist and are considered confidential within the same limits previously described according to state and federal laws. The therapist will discuss important matters with your child and encourage your child to discuss concerns with you or to consent therapist disclosure to you. You will always be informed if your child reports concerns about safety or self-harm. These policies are further explained in the Adolescent Informed Consent document.



(INFORMED CONSENT, Cont.)

Therapeutic Relationship: The nature of the counselor-client relationship is intended to be professional and therapeutic. In order to maintain your confidentiality it is important to understand and implement clear boundaries related to the therapist and client roles in treatment. Contact will be limited to scheduled sessions and brief calls/texts to schedule future appointments. You are encouraged to share pertinent information in session to acquire the most effective treatment. Social invitations, gifts offered, and other offers of that nature will be refused politely in honor of the code of ethics associated with licensing board principles. Your confidentiality will be respected and contact with you will not be initiated in the case of a public encounter; greeting your therapist in this situation would be your decision and your greeting would be reciprocated. Anything you share in sessions within legal limitations is held in confidence and will not knowingly be shared with another person without your written consent.

Availability of services: Calls, voicemails, and emails will be returned as soon as possible and may take 24-48 hours if your therapist is not immediately available. Calls may be answered within hours of availability (Tuesday-Saturday, 10am until 7pm Az-MST) and are not answered during sessions with clients or when otherwise unavailable for non-urgent matters. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation. In the event that I leave town, one of my colleagues will provide coverage and will make every effort to assist you. If you have an emergency or feel unsafe please call 911 or proceed to the nearest emergency room. Crisis situations should be referred to the **Central Arizona Crisis Line at 602-222-9444.**

Consent regarding electronic health records: Resilient Hearts, LLC uses Electronic Health Record (EHR) software to maintain professional records for all clinical services provided. Existing records that are disclosed and provided to Resilient Hearts will be scanned and stored electronically as well. Confidentiality of communication through electronic media (email, text, etc.) is not guaranteed. Please be aware that if you send email in a work-place environment that your employer can legally open it. Please do not use methods of communication such as email or texting to discuss therapeutic content or for emergencies. For legal and ethical reasons, records must be kept of each communication by phone, email, or text that include a brief summary of the conversation along with any observations or plans for the next meeting and have the same protections and limitations to confidentiality. Records are stored for a period of time regulated by state statute.

Insurance Billing: ALMA is a third party company I use for insurance billing. By choosing to use insurance for payment of services, you agree to release required information regarding your treatment, including diagnosis and other PHI; you understand your records may be released should there be an audit. You are responsible for any amount the insurance does not pay, for cancellations and past due fees, and agree to provide up-to-date insurance information/verification or you will be billed for the full cost of services within 48 hours of invoice.

Related Concerns: Please communicate any concerns related to counseling services with your therapist to effectively resolve issues that may arise. You may refer to your Client Rights document for additional resources.



(INFORMED CONSENT, Cont.)

Appointments and Cost of Services: Appointment availability varies; high demand appointment times are not guaranteed and are reserved for clients who maintain consistency in attendance to scheduled sessions. Regular attendance to scheduled appointments is key to successful outcomes in therapy. Missed appointments, late cancellations, and repeated late arrivals will be billed the full session fee. The Fee Schedule can be seen below.

Payment of Fees: All fees for counseling are to be paid to the therapist when services are rendered unless other arrangements have been made. Resilient Hearts Therapy accepts the following forms of payment: Cash, MasterCard, Visa, Discover, American Express, or HSA card. Credit/debit/HSA information will be retained for billing and collection purposes. Clients agree to authorize Resilient Hearts, LLC / Maryjoy Kearns, LPC to bill credit card directly for missed appointments, session fees you authorize to bill, and/or for any outstanding debt.

Fees for Declined Credit Cards: A fee of \$25.00 will be assessed for every declined credit card. The therapist may attempt to contact you to correct the matter prior to applying the charge as a courtesy (not guaranteed). Future appointments will not be secured until payment has been received or you and your therapist have come to an alternative and mutual agreement that is documented in writing and maintained with your records.

Other Fees: Please refer to the **Fee Schedule** below for other fees (*Court Actions schedule available for legal fees):

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| Initial intake session (required) | \$275 | 60-90 minutes includes initial intake assessment, completion and processing of necessary forms and documents to initiate services |
| Individual therapy sessions | \$200 (45-50 min)* | 45-50 minute session (excluding EMDR) *\$50 per additional 15 minute interval (rounded up) |
| EMDR therapy sessions | \$200 (50-60 min)* | 50-60 minute therapeutic hour *\$75 per additional 25 minute interval (rounded up) |
| Missed appointments/ late cancellation | Full rate of scheduled appointment* | Fee is applied when 48 hours notice is not provided for cancellation, if a client no-shows, or when a client is consistently late (more than 15 minutes) to appointments. *Therapist reserves the right to cancel appointment if client does not arrive within 15 minutes of scheduled time |
| Copies of records | \$200* | Flat rate paid at the time of request *\$1.00 for each page in excess of 100 pages |
| Request to complete paperwork | \$100 | Flat rate paid at the time of request (up to 2 pages/\$100) |
| Extensive email/ phone conversations | \$50 (per 15 min)* | This rate applies to lengthy emails sent in response to yours or sent on your behalf to other parties of interest as well as any phone calls lasting more than 15 minutes. |



WRITTEN ACKNOWLEDGEMENT AND CONSENT TO COUNSELING

I have reviewed and understand the Informed Consent & Counseling Agreement and have received and reviewed documents informing me of Resilient Hearts, LLC policies, HIPAA Notice of Privacy Practices, and Client Rights. I agree to the provided fee schedule and will maintain financial responsibility for all services relevant to me and/or my child(ren). I understand consent is voluntary and may be withheld or withdrawn at any time. I also understand that Resilient Hearts, LLC reserves the right to terminate, reduce services, or recommend alternative treatment for lack of participation, non-payment, lack of contact, or inability to respond to therapeutic recommendations and/or efforts of engagement.

I accept this agreement and consent to counseling services provided by Resilient Hearts, LLC.

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| | | |
| Client/Guardian Name Printed | Client/Guardian Signature | Date |

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| | | |
| Client/Guardian Name Printed | Client/Guardian Signature | Date |

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| | | |
| Therapist/Witness Name Printed | Therapist/Witness Signature | Date |

***NOTE: For minor clients, BOTH parent/guardian signatures are required to give consent for services.**

ABSENTEE PARENT ATTESTATION: By initialing this section, the parent/guardian present, is stating the child’s noncustodial parent has been continuously absent from the household and that all other information provided is truthful to the best of their knowledge. (*Please provide required court custody documents.)

_____ **Initials**

ELECTRONIC SIGNATURE AGREEMENT: This form was completed online, the checked box serves as my electronic signature stating that I accept this agreement and consent to counseling services provided by Resilient Hearts, LLC.

_____ **Initials**