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PHOENIX, AZ 85027
P: 480-680-1240
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Informed Consent for Psychotherapy

Welcome to Deep Breath Counseling. This document contains important information about my 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 about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

THE THERAPEUTIC PROCESS

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. 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. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

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. To be most successful, you will have to work on things we discuss outside of sessions. 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.

APPOINTMENTS AND CANCELLATIONS

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Please remember to cancel or reschedule 24 hours in advance. A fee of \$50 will be collected if cancelled with less than 24 hours' notice. All no-call no shows will be charged the full session fee as listed below. This is necessary because a time commitment is made to you and is held exclusively.

You can send a secure message to me through the client portal if you need to reschedule or cancel your appointment.

PROFESSIONAL FEES

The standard fee for the initial intake is \$175.00. Each subsequent session will be \$125.00 for individuals and \$150.00 for couples. ART therapy sessions will be \$200. Any subsequent ART therapy sessions will be reduced to \$100 a session. You are responsible for paying at the time of your session unless prior arrangements have been made.

A \$35.00 service charge will be charged for any checks returned for any reason for special handling.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

INSURANCE

At this time, I am not credentialed with insurance panels. I can provide you with a copy of your receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If in the future, I become credentialed in your insurance then

you will be notified and offered to continue with private pay or to bill your insurance carrier.

Please keep in mind that not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance. It is your responsibility to verify the specifics of your coverage. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5. There is a copy in my office, and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure electronic health record, SimplePractice. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. By Arizona law, I am required to keep treatment records of clients who have terminated therapy for 6 years. For minors, I am required to keep treatment records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later.

As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment. You also have the right

to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts themselves in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional, or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context and will be de-identified and concealed so that there would be no ability for that person to identify the identity of the client.

If we see each other accidentally outside of the therapy 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 feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

PARENTS & MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential. While privacy

in therapy is crucial to successful progress, parental involvement can also be essential. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

COUPLES THERAPY

Typically, when engaging in couples' therapy, the couple itself is treated as the client and not the individual members. The records of each individual member of the couple are kept separately and neither partner is referred to by name in the other person's record. I typically do not meet individually with clients outside of couples' therapy, however if this does occur, please note that what is said in those individual contacts will not be kept separate from the couple's treatment and will likely be discussed in the couples' therapy appointment. Therefore, if you are engaging in treatment as a couple, please do not disclose things individually to me that you wish to keep private from your partner.

CONTACTING ME

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 **(480) 680-1240** and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. You may also reach out via the client portal through SimplePractice. I will make every attempt to inform you in advance of planned absences.

EMERGENCIES

As I am not readily available after hours or on weekends, if you are experiencing a genuine mental health emergency, please take one of the following actions

Call 911

Call the Maricopa County 24-hour crisis line at (602) 222-9444

Call the National Suicide Prevention Hotline at (800) 273-8255

Go to the nearest emergency room

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It

may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION

My preferred form of communication is through the client portal's secure messaging option. If you prefer to communicate via email for issues regarding scheduling or cancellations, I cannot ensure the confidentiality of any form of communication through electronic media. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

LICENSING AND PROFESSIONAL OVERSIGHT

I am a licensed clinical social worker in the state of Arizona. In order to practice independently, I must retain my professional license in good standing by following all rules and regulations of the Arizona Board of Behavioral Health Examiners.

I would hope that while working together, if there are concerns about the progress of therapy that we would be able to discuss these concerns openly in session. However, if you have a complaint about the professional performance of any social worker licensed in the state of Arizona, you may also report your concern to:

Arizona Board of Behavioral Health Examiners
1740 West Adams Street, #3600
Phoenix, AZ 85007
Main Number: 602-542-1882
Fax Number: 602-364-0890
information@azbbhe.us

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so

that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy 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 aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.