# **Consent for Treatment and Limits of Liability**

Welcome to Serenity First Counseling. This document contains important information about the professional services and business policies of Serenity First Counseling. Please review the information thoroughly as once you sign this document it will represent an agreement between you and Serenity First Counseling. Please feel free to address any questions you may have with your therapist. The terms 'client' and 'you' represents children, adolescents, adults, couples, or families who are the identified client receiving services at Serenity First Counseling.

# LIMITS OF SERVICES AND ASSUMPTION OF RISKS:

Psychotherapy/counseling carry both benefits and risks. Therapy sessions can significantly benefit your life, improve relationships, and/or resolve other specific issues. There are many different methods your therapist may use to deal with the issues that you bring to therapy. Therapy calls for a very active effort on your part. You will mostly define the purpose of treatment with assistance from your therapist as needed. In order for therapy to be most successful, you will have to work on things that are discussed both during session and at home, including homework given by your therapist.

However, these improvements and any "cures" cannot be guaranteed. Experiencing uncomfortable feelings, discussing unpleasant situations and/or aspects of your life are considered risks of therapy sessions.

### LIMITS OF CONFIDENTIALITY:

What you discuss during your therapy session is kept confidential. No contents of the therapy sessions, whether verbal or written may be shared with another party without your written consent or the written consent of your legal guardian. The following is a list of exceptions:

## **Duty to Warn and Protect:**

If you disclose a plan or threat to harm yourself, the therapist must attempt to notify your family and notify legal authorities. In addition, if you disclose a plan to threat or harm another person, the therapist is required to warn the possible victim and notify legal authorities.

### **Abuse of Children and Vulnerable Adults**

If you disclose, or it is suspected, that there is abuse or harmful neglect of children or vulnerable adults (i.e. the elderly, disabled/incompetent), the therapist must report this information to the appropriate state agency and/or legal authorities.

# **Prenatal Exposure to Controlled Substances**

Therapists must report any admitted prenatal exposure to controlled substances that could be harmful to the mother or the child.

### Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

#### **CONFIDENTIALITY & STORAGE OF RECORDS**

Special protection is given by the law to psychotherapy/counseling notes (the forms you completed at the time of your first session or the private notes written by your therapist about the details of each session, documenting and analyzing the conversations between the two of you). In most cases, they may NOT be released to anyone, unless specifically authorized by you or court ordered by a judge. You may review HIPAA laws (forms provided at intake and available in our offices and on our website) for further information regarding the confidentiality of your records.

### SERENITY FIRST COUNSELING

Therapists at Serenity First Counseling may seek professional consultation to improve quality of care. Our team of therapists meets regularly to staff cases to ensure the highest quality of services. Interns and Associate Licensed Therapists in training receive regular supervision with a licensed professional and may find it helpful to discuss particular details of their sessions with their supervisor. If your assigned therapist is in training, he or she will notify you and provide you with his or her supervisor's contact information. If you have concerns about disclosures to your therapist's supervisor, you are encouraged to discuss these with them.

**STORAGE AND ACCESS TO YOUR RECORDS**: Your paper counseling records are kept at one of Serenity First Counseling' locations in a locked filing cabinet at all times for as long as the law mandates.

All counseling records are the property of individual therapists, unless the therapist is under supervision (carries an Associates License or is an Intern). In the event your therapist leaves Serenity First Counseling, you will be notified in writing as to the location of your files and how to access them should you choose. You may also give written consent to have the record transferred to a new therapist or to where your current therapist has moved.

The standards of the profession require that Serenity First Counseling keep client records and you are entitled to receive a copy of your record or your clinician can prepare a summary for you. Because these are professional records they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your record you must supply a written request and it is recommended that you review the record with your therapist so that they can explain the record to you and answer any questions you may have. Serenity First Counseling will comply with all written requests for records within 10 business days from receipt of request and will charge an administrative/copying fee not to exceed \$35.

# MINORS AND RECORDS OF MINORS \*

If you are a client under eighteen years of age, please be aware that the law may provide your parent(s)/guardian the right to examine or receive a copy of your treatment records; however, privacy allows children and adolescents to better benefit from the therapy process as they can more openly express themselves. This is a topic that you should discuss with your therapist so as to determine together how to best handle such disclosures. Parental Involvement for Minor Clients: When a minor is the client, parents may be requested to participate in treatment through family sessions or parenting sessions. A parent/guardian is required to remain on-site during all individual sessions of a minor client. Parents have a legal right to request information and records about their child's treatment; By consenting to services with Serenity First Counseling therapists, you are agreeing that they may hold your child's therapy disclosures confidential.

Therapists at Serenity First Counseling abide by an ethical code that mandates that your parent(s)/guardian be notified if there is a high risk that you will seriously harm yourself or someone else of if abuse or neglect is suspected.

### **COUPLES AND FAMILIES RECORDS**

Couples and families seen in this agency are considered the client and therefore ALL adult participants must sign an informed consent to treatment and also sign a written release of information in order to release any information. If coming in for counseling consultation only, a separate document will be on file stating that the party providing consultation recognizes that they are not a client and therefore do not have any rights to the client files.

#### **INSURANCE**

Some therapists at Serenity First Counseling are providers for insurance companies. Please check with your individual therapist. Insurance companies and other third-party payers are given information that they request regarding services to the clients. The type of information that may be requested includes: types of service, dates/times of service, diagnosis, treatment plan, description of impairment, progress of therapy, case notes, summaries, etc.

All licensed therapists at Serenity First can provide out-of-network provider claims with insurance companies.

#### SERENITY FIRST COUNSELING

**Rates**: To be discussed with individual therapist.

<u>Payment</u>: is due at the beginning of each session. Cash, check, debit cards, and all major credit cards are accepted for payment.

# **Cancellation/No Show Policy:**

If a patient is unable to keep their appointment, they are required to cancel with appropriate prior notice (24 hours). Failure of a client to cancel their appointment without a 24-hour notice is considered a "No Show" for purposes of this policy.

<u>Late Arrival/Shortened Session</u>: any appointment whereby the client arrives up to 15 minutes after the scheduled appointment will have their session shortened by that amount of time. After 15 minutes, it is considered a No Show.

A \$25 fee will be charged for a No-Show and will be collected before the next session.

### **EMERGENCIES**

If you have a life threatening emergency and we do not answer our phone, please hang up and call 911. If it is after hours and non-emergency, we recommend you call 520-622-6000 (24-hour hotline operated by SAMHC) or Hope Inc. warm line at 520-770-9909 or 866.495.6735. Both are 24-hour crisis lines.

I HAVE REVIEWED THE INFORMED CONSENT FOR TREATMENT and have been offered a copy for my own records.

PRINTED Client Name (Guardian if under 18)	SIGNATURE Client (Guardian if under 18)	Date	
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Therapist: Jill Fabian, LCSW, LISAC (520) 661-6445

<sup>\*</sup>Note: If child's parents are divorced, Arizona State Statutes require that Serenity First Counseling obtain the signed consent of both parents or have a custody agreement on file before the child can be seen by a therapist. NO EXCEPTIONS!