

Joy Counseling and Consulting, LLC

Informed Consent for Assessment and Treatment

Welcome to my counseling practice (Joy Counseling and Consulting, LLC). I am committed to helping you toward your goals during our time together. A counseling situation offers a unique relationship between the two of us. In order that we start our relationship in a healthy manner, I have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling and psychotherapy services. The following information is meant to answer any questions you may have regarding my policies and procedures. *Please do not hesitate to ask any questions regarding your treatment goals, procedures, or any other concerns you may have.*

Background

I am an Arizona Licensed Marriage and Family Therapist (AZ –LMFT #15168) and a member of the American Association for Marriage and Family Therapy (AAMFT).

Services and Availability

Please review and initial the following:

_____ I am in the office Tuesdays 10:00 am – 4:30 pm and Fridays from 10:30 am until 3:30 pm, by appointment only. *Although there may not be someone to greet you when you arrive, please feel confident that you will be seen at your scheduled appointment time.*

_____ I reserve the right to refer a client to another therapist/program or other appropriate resources at any time if their needs in therapy are not a good match for my skills or experience.

_____ You also have the right to quit therapy at any time, change therapist, question your treatment; please don't hesitate to ask any questions to clarify anything.

_____ My practice does not have the capability to respond immediately to counseling emergencies. True emergencies should be directed to the community emergency services (911) or to the local hotlines (Empact – 480-784-1500 or the Mercy Maricopa Help – 602-222-9444).

_____ I respond to calls at 623-313-0111 on days that I am in the office. I may be able to respond more quickly, but an immediate response is not guaranteed. *A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation.*

Financial

Please review and initial the following:

_____ Regular attendance at your scheduled appointments is one of the keys to a successful outcome in counseling. Payment is expected at the time the service is rendered unless other arrangements have been made. Fees are based on 50-55-minute clinical session hour. **Currently, the fee for an individual counseling session is \$150.00 and \$175.00 for a couples/family counseling session.** According to the No Surprises Act of 2022, all charges are transparent and included in this document along with the No Surprise Act of 2022 notification. In addition to the basic session, there may be other fees for additional services such as telephone counseling, completing forms/case management services, books and materials, etc. Any additional charges will always be discussed upfront with your approval and/or denial.

_____ I reserve the right to change my fees with 30 days notice and to use the services of a third-party collections service, when necessary. Refunds are not made after the services have been rendered. Any request for refund through your banking institution or my payment system may compromise your privacy as the name of my company and type of services provided may be seen by those parties. You have the right to be informed of all fees that you are required to pay and my refund and collection policies. Please discuss these with me if you have any concerns.

Appointments

Please review and initial the following:

_____ Notification of cancelation is expected a minimum of 2 business days in advance. ***You will be billed the full rate for the appointments you fail to cancel at least 24 hours in advance of your appointment (Monday-Friday).*** Repeated late cancellations or missed appointments may result in termination of treatment. In addition, if you arrive more than 15 minutes late to an appointment, without notifying my office, I will assume you are canceling within 48 hours and the cancellation rates will apply. Outside of the 48 hours there is complete flexibility.

_____ If you are late for a session, the session will end at the regularly schedule time and may be shortened as a result. You will be billed for the full scheduled appt time. If the therapist begins a session late, the full session time will be given.

Purpose, limitations, and risks of treatment Counseling, like most endeavors in the helping professions, is not an exact science. While the ultimate purpose of counseling is to reduce your distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through possibly tough personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you to therapy in the first place may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member or significant other. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital counseling. _____ ***(please initial).***

Treatment process and rights Your counseling will begin with one or more sessions 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. When the initial assessment process is complete, we will discuss ways to treat the issue(s) that have brought you into counseling and develop a treatment plan. 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. 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. I understand my rights _____ ***(please initial).***

Our relationship The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. This includes any and all social media contact. The AAMFT Code of

Ethics prohibits therapists from engaging in virtual relationships with individuals with whom they have a counseling relationship; this includes Facebook, LinkedIn, and other social media. _____ **(Please initial)**. The purpose of these boundaries is to ensure that you and I are clear in our roles for your treatment and that your confidentiality is always protected and maintained.

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is *never* my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address *any* issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.
_____ **(please initial)**.

Confidentiality and Technology You may choose to use technology in your counseling sessions. This may include, but is not limited to online, telephone, email, or text. There is always the possibility that unauthorized persons may attempt to discover your personal information. I will take every precaution to safeguard your information, but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in regard to counseling sessions, appointments etc. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should you have concerns about the safety of your email or texts, I can arrange alternate communication mediums with you. If you initiate texting or email communication with me, you are authorizing your approval of this medium for communication and the inherent risks thereof. If you choose to text or email me from your personal phone or email account, please limit the contents to housekeeping issues such as cancellation or change in contact information. I will not respond to personal and clinical concerns via regular text or email _____ **(please initial)**.

You have the right to request confidential communications. You have the right to request that we communicate with you about treatment matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by email or mail. I will not ask you the reason for your request. I will accommodate all reasonable requests. _____ **(please initial)**.

What number would you like to be contacted at? _____

Is it okay to Text at this number: yes _____ no _____

Is it okay to leave a message at this number? yes ___ if no ___ leave message at _____

Both the therapist and the client are prohibited from recording a treatment session (in person, telephonic, audio, video, or any other form) without the prior written consent of the other. _____ **(Please initial)**

Telemental Health Practice: I have completed training and have competency in Telemental Health counseling. Some risks of using Telemental Health platforms include, but are not limited to the following: Your information could be intercepted. I strongly recommend that all clients use a secure/password protected wifi/internet service. As secure as we try to make those services (online, text, email), your information could be hacked. Some benefits of using Telemental Health include, but are not limited to: clients do not need to come into the office. You can participate from wherever you happen to be, as long as you are in a state where I am licensed to provide counseling (Arizona). By signing this consent, you attest that you are a resident of the state of Arizona (or reside here at least 3 months out of the year). _____ **(Please initial)**

I make every effort to keep all information confidential. Likewise, if we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you to only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions and emails. _____ (*Please initial*)

If we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. I will initiate a call to you in an attempt to troubleshoot and reconnect. If I am unable to reach you and reconnection is not possible, call/text me at 623-313-0111 to schedule a new session time. _____ (*Please initial*)

At any time, if you are uncomfortable with online therapy, please let me know. Should either of us decide to discontinue online therapy, other options will be reviewed to ensure you continue to receive counseling services. _____ (*Please initial*)

Insurance I am a private pay practitioner and do not currently accept insurance. I can, however, provide detailed documentation to you if you wish to submit to your insurance company for "out of network" benefit reimbursement. See also, No Surprise Act of 2022 notification.

Privacy, confidentiality, and records Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a subpoena, or when child or vulnerable adult abuse or neglect is involved. I also participate in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and to get you the benefit of a variety of professional experts. While *no identifying information* is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

There are also numerous other circumstances when information may be released including when disclosure is required by the Arizona Board of Behavioral Health Examiners, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The *HIPAA NOTICE OF PRIVACY PRACTICES*, posted in this office and available upon request, details the considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the *HIPAA NOTICE OF PRIVACY PRACTICES* may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. ***It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.***

_____ Initials	I have read the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i>, and have had my questions about privacy and confidentiality answered to my satisfaction. I understand that the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i> is incorporated by reference into this agreement.
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In the event of my death or incapacity, the records for my clients that are actively receiving services (seen within the last month) will be given to one or more local behavioral health professionals to facilitate the continuation of treatment. In such a situation, you have the right to continue treatment with this professional, discontinue treatment, or ask for a referral. Records for my 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 timeframes for records retention are satisfied.

If you wish to file a complaint about the services you receive, written complaints may be submitted to: Arizona Board of Behavioral Health Examiners, 1740 W Adams Street #3600, Phoenix, AZ 85007, Phone: 602-542-1882, FAX: 602-364-0890

Consent for evaluation and treatment Consent is hereby given for evaluation and treatment under the terms described in this consent document and the *HIPAA NOTICE OF PRIVACY PRACTICES*. I acknowledge that I have received a copy of this informed consent agreement and the *HIPAA NOTICE OF PRIVACY PRACTICES (upon request)*. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided.

In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

Signature: _____ Date: _____

In the case of a minor child, please specify the following:

Full name of minor : _____ DOB _____ Relationship: _____

For office use only - verification that client has read and understands informed consent document.

Authorized Representative: _____ Date: _____