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## **Informed Consent for Psychological Assessment And Treatment The Therapeutic Process and Your Rights as a Patient**

Therapy will seek to meet goals established by all persons involved, usually revolving around a specific presenting problem. A major benefit that may be gained from participating in therapy includes a better ability to handle or cope with marital, family, and other interpersonal relationships. Another possible benefit may be a greater understanding of family and personal goals and values; that may lead to a great maturity and happiness as individual and increased relational harmony. Other benefits relate to the probable outcomes resulting from resolving specific concerns brought to therapy.

In working to achieve these potential benefits; however, therapy will require that firm efforts be made to change and may involve the experiencing of significant discomfort. Therapeutically resolving unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can similarly lead to discomfort as well as relationship changes that may not be originally intended.

This counseling practice provides training to interns and licensed associate therapists working towards acquiring full licensure. Interns and Associate level therapists have completed extensive schooling, worked within the counseling arena, been authorized by their university or granted a license to practice under supervision, but do not yet have, full licensure in the state of Arizona. As such, I am considered a patient of Arrowhead Family Systems, being seen by intern level or associate licensed therapist, who receives supervision by Dr. Kimberly Bailey, DBH, LMFT. On occasion, as part of the training protocol, you may be asked to allow video or tape recording the session, and may even be asked if a supervisor can sit in on a session. You have the right to refuse these options, yet we do so for the sole purpose of furthering the therapist's skills and work with you.

**Counseling Process.** You have the right to ask questions about any procedures used during therapy or about my qualifications as a therapist. You may also ask about any approach and methods used in your sessions. You will be asked what has led you to therapy and what you hope to achieve with this process as well as a number of questions, which will be helpful to assess what is needed in your treatment.

At any time, you have the right to decide not to receive therapeutic assistance. If you wish, you be will provided with the names of other qualified professionals whose services you might prefer. We will be discussing a discharge plan at some point throughout treatment. It is recommended that we "end" treatment versus "just not coming back", however you have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that you contact me by phone if you make such a decision without consulting me, so that your chart may be complete and all fees settled. The cancellation policy will still apply to any appointments scheduled and not attended. After 90 days of inactivity in the file, your chart will be moved to an inactive status. You are welcome to return for additional therapy services after the 90 day period, however you will be asked to complete new paperwork to ensure that we have the most up-to-date information on file.

You have the right to know about the possible harmful results of therapy. Harmful events could include denial of insurability when applying for medical and disability insurance due to DSM V diagnosis (mental illness diagnosis, which are usually required for reimbursements under medical insurances); company (mis)control of information when claims are processed; loss of confidentiality due to the large number of persons handling claims; loss of employment, and repercussions of diagnosis in situations which require truthfulness about "mental illness", including driver licenses applications, concealed weapons permits, and job applications and disclosure/(mis)interpretation of information indicating a particular court ruling.

We also participate in a process where selected cases are discussed with other professional colleagues to facilitate our 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 are discussed along with the treatment approaches and methods. ***Please note that because I am an intern level therapist, I currently work under direct supervision and will discuss your case and treatment with my supervisor Dr. Kimberly Bailey DBH, LMFT.*** More information can be given to my supervisor than in any peer consultation process. Finally, keep in mind that your records are property of Arrowhead Family Systems and will remain in their confidential care.

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with your therapist or the supervisor Dr. Kimberly Bailey, DBH, LMFT at 623-570-3634. It is never any intention to cause this to happen, but sometimes misunderstandings result in hurt feelings. We want to address any issues that may get in the way of therapy as soon as possible.

**Confidentiality.** You should know that there are certain situations in which I am required by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, I am not required to inform you of my actions in this regard. These situations are as follows: (a) if you threaten grave or bodily harm or death to another person, I am required by law to notify the appropriate parties or authorities; (b) if a court of law issues a legitimate court order (signed by a judge), I am required by law to provide the information specifically described in that order; (c) If you reveal information relative to child abuse, child neglect, or elder abuse, I am required by law to report this to the appropriate authority; (d) if you are in therapy by order of a court of law, the results of the treatment ordered must be revealed to the court; (e) disclosure required by the Board of Behavioral Health Examiners; (f) to comply with the USA Patriot Act and other federal, state or local laws, and (g) if you are seeking payment through an insurance company, I will be required to reveal confidential information to them to ensure the carrier has the necessary information for reimbursement. Additionally, disclosure is required by the Arizona Board of Behavioral Health Examiners if I am notified of any inappropriate or unethical behavior as outlined in the state licensure guidelines by another licensed health care provider.

There may be a time when our paths cross outside of the therapy session. I will maintain your confidentiality by making any gesture to you minimal if at all. It will be understood that you or I are not being rude, simply maintaining the therapeutic boundary. You may approach me if you like, although I will keep conversation minimal, again to maintain your privacy.

The HIPAA NOTICE OF PRIVACY PRACTICES, is available for your review if you request it. This packet also contains information about your right to access records and the details of the procedure to obtain them, should you choose to do so. Periodically, the HIPAA NOTICE OF PRIVACY PRACTICES may be revised. It is imperative that you understand the limits to privacy and confidentiality before you begin treatment.

**Social Media and Communications Policy.** It is the policy of Arrowhead Family Systems that we will not “friend” you or “follow” you on any social media platforms (ie – Facebook, Twitter, LinkedIn etc.). I understand that Arrowhead Family Systems does have an internet presence and understand that you have the right to review our therapeutic services in an online forum (ie – Yelp, Healthgrades etc.). I encourage you to consider how doing this would compromise your right to confidentiality. If you choose to do this, it will be assumed that you are waiving your right to confidentiality.

Although I will try my best to always keep your confidentiality, please realize that certain methods of communication, such as email, phone and text can never be completely secure. Please try to utilize these methods of communication for scheduling purposes only. If you choose to communicate sensitive or therapeutic information via phone, text or email, it will be assumed that you realize the possibility for a breach in confidentiality and you knowingly accept this risk. All emails containing therapeutic information will become part of the therapeutic record.

**Records.** You have a right to review your records and must be requested in writing. Reasonable copy and consultation fees apply. I prefer to give you the documentation in person and discuss the information you request, versus mailing you the documents to minimize the possibility of misinterpretation. I do not keep any “secret notes”, so please do not ask me to do so. Any part of your record in the files can be released to you, or any person or agency you designate so long as all necessary releases of information have been given; this includes any other participant in your therapy. I will tell you at the time whether or not I think releasing the information in question to that person or agency might be harmful in any way to you.

**Availability of Services and Safety.** This practice does not have the capability of providing emergency services or responding immediately to emergencies. Emergencies should be directed as appropriate to the respective need. For life threatening emergencies call 911. For mental health emergencies you may contact Magellan Behavioral Health Crisis at (602) 222-9444 or Banner Help Line at (602) 254-4357. I commit to you to being able to respond back to you as quickly as possible. There may be times that I am not able to respond back to you for a couple of days.

**Court Involvement:** More often than not, therapy is not useful in court proceedings nor is it common to utilize an intern level therapist to try to support any legal proceedings. It innately compromises your confidentiality and

progress in treatment. Testifying also compromises the underlying principle of therapy as a safe place to explore thoughts, feelings and life interactions that have initially led you to believing therapy would helpful and productive. It is also outside our scope of practice to provide any recommendations regarding guardianship, custody, parenting time, parenting arrangements, etc. Appropriate releases of information by all parties involved in any part of the therapy are necessary for any disclosure. Considering that this is my position on court involvement, if I do receive a subpoena from a judge, I will comply to the nature of my ethical, professional and legal obligation. The fees associated with this process are to be determined before any legal involvement commences. Compensation for services will be assessed by the hour (in 15 min. increments) for any time spent in relation to the case (depositions, phone consults, written summaries and letters, testimony, drive/wait time etc.). If legal counsel is determined necessary for therapist's consultation or representation, you may also be responsible for assessed fees.

**Financial:** A typical therapy session lasts for 45-50 minutes. Should you need to extend the session you will be financially responsible for the additional time and need to consider any schedule conflict for the therapist. Additionally, although face-to-face therapy is preferred, should there be a need for phone counseling, consultation, or any other documentation requested reflecting any part of treatment, it will be charged the session fee in 15 minute increments.

*I agree to enter into therapy with Anissa Hamlin, MFT Intern. I agree to pay \$45.00 for each 45-50 minute session thereafter. Payment is due at the end of each session, and no balance will be carried forward.*

*If using insurance plan or other third-party payer, I assign insurance benefits for treatment to Arrowhead Family Systems. I authorize the release of necessary information to my insurance carrier or other agent preparing claims for payment of my office charges. **I understand that if any third-party payor does not pay for treatment, I will be responsible for payment in full.***

*A 24 hour notice is required for cancellation of a scheduled appointment. If I do not meet this requirement, I agree to be responsible for half of the full session fee.*

*I understand that the therapist has the right to seek legal recourse to collect any unpaid balance. In pursuing this, the therapist will only disclose biographical information and the amount owed, in order to ensure confidentiality.*

**Consent:** I acknowledge that I have read and understand the above information and agree to participate in mental/behavioral health therapy based on the treatment plan agreed upon between my therapist and I. I understand that I am consenting to participate in treatment with an associate therapist and that my treatment will be supervised by Dr. Kimberly Bailey, DBH, LMFT and understand the methods I may participate in to aid in the supervision process. In the case of a minor child, I hereby affirm that I am the custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

Signatures: Patient(s) \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

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

Full name of minor \_\_\_\_\_ DOB \_\_\_\_\_ Relationship \_\_\_\_\_

Therapist Name: Anissa Hamlin, MFT Intern

Signature: \_\_\_\_\_ Date \_\_\_\_\_

For supervisor use only – discussion of this consent has been included in the initial session and questions have been answered and/or additional materials have been given to patient as requested.

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Dr. Kimberly Bailey, DBH, LMFT 10-200 Date \_\_\_\_\_