



### **Informed Consent for Counseling Client Rights, Responsibilities & Limitations**

As a counseling participant, you have the right:

#### **To receive services:**

- That respect your privacy and dignity, and are provided in a prompt, courteous and respectful manner.
- That respect your individuality, choices, strengths, and abilities, and support your personal liberty and are provided in the least restrictive environment that meets your treatment needs.
- That are provided in a physical environment that is safe, sanitary, allows for effective treatment, and which safeguards the privacy and confidentiality of interactions with your counselor.
- From a counselor who is qualified, competent, focused on your care, and reasonably accessible to you. *I have a Master of Arts degree in Counseling. I am licensed by the state of Arizona as a Professional Counselor. I am also certified by the National Board of Certified Counselors.*
- That emphasize your participation in developing goals specific to your needs, and include your agreement to work toward defined goals.
- That include assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising your rights, if you need that assistance.
- That are free of discrimination on the basis of age, gender, race, creed, color, national origin, ethnicity, religion, marital status, disability, sexual orientation, diagnosis or source of payment.
- You have the right to refuse treatment or withdraw consent to treatment unless such treatment is ordered by a court or is necessary to save your life or physical health.

#### **To receive current information concerning:**

- Counseling services and treatment options and alternatives, the accompanying risks, benefits and costs. *This information will be on-going and explained in terms and in a language that you can reasonably understand. Therapy/counseling services can be very beneficial but it should be noted that there are some risks. When in counseling, it is common for people to experience feelings at levels of intensity that are, at times, uncomfortable. You, the client, might also find it necessary to face situations that are quite distressing, or make important life decisions. There is no guarantee that counseling will yield positive or intended results. In the case of marriage counseling, conflict often increases for a time. There is also the potential risk for couples to decide to divorce. We will work through these decisions together.*
- Explanation of services offered, charges for those services, and your time commitments. *Services are available by appointment only. Although an hour is set aside for you, 10 minutes of that hour is used to complete paperwork and update your chart. Since this time is reserved for you, it will be necessary to charge for appointments missed or canceled without a 24-hour notice, unless you are ill or have an emergency situation. If you become involved in legal action that requires my participation, you will be expected to pay for my professional time, preparation and transportation costs, even if I am called to testify by another party. Financial charges for legal involvement are \$50 per hour above my session fee, for both preparation and attendance at a legal proceeding.*

- Possible consequences of refusing treatment plan recommendations. *Progress may be impeded or your goals may not be met if you refuse treatment recommendations. However, you do have the right to refuse treatment or to withdraw consent to treat. We would discuss consequences if you exercise this right.*
- Circumstances or conditions under which you may be referred to another treatment provider and the accompanying risks, benefits and cost of such a referral. *I specialize in working with adults. If it becomes clear, during the course of counseling, that the primary focus for the client is substance abuse, disordered eating habits, violent behavior, or some personality disorders, I will refer to a professional or program that specializes in these problems. I will also refer to another professional if your needs are not being met by my skills or expertise, or if the client cannot pay my fee.*
- Your responsibilities to ensure better treatment outcomes. Your records, and having information explained or interpreted as necessary, except when protected or restricted by law. *Review the HIPPA Notice of Privacy Practices.*
- How to access emergency services needed outside of normal business hours or when you are away from your usual place of residence or work. *I am a sole practitioner and, therefore, do not have the capability to respond immediately to counseling emergencies. True emergencies should be directed to community emergency services: You can call 9-1-1 or proceed to the nearest hospital emergency room, or contact a local hotline: Empact 480-784-1500, Banner Help Line 602-254-4357, ValueOptions 602-222-9444. Established clients with an urgent need to make contact may call me, but an immediate response is not guaranteed. An immediate response in one situation does not constitute a commitment of rapid response in another situation.*
- Appointment availability varies with the client load at the time. High demand appointments are likely to be sporadic in their availability. I reserve the right to limit my commitments of high demand appointment times to any particular client in order to meet the needs of all my clients and balance my workload.
- Procedures for communicating concerns or questions, and for expressing dissatisfaction with services or care. *If there is ever a time when you feel that I have been disrespectful or unfair, please talk with me about it. Misunderstandings do happen sometimes, although it is never my intention to cause hurt feelings.*
- In the event my counseling practice closed for retirement, clients will be given referrals to 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 different referral. I will continue being responsible for satisfying records requests, will facilitate referrals as needed, and will destroy records when the legal time frames for records retention are satisfied. In the event of my death or incapacitation, Karen Morse, LPC (520-360-1514) will be my "records custodian." She will provide referrals to 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 different referral. As records custodian, Karen will be responsible for satisfying records requests, will facilitate referrals as needed, and will destroy records when the legal time frames for records retention are satisfied.

**To protection of privacy and confidentiality:**

- In case discussions, examinations, treatment services, and in communications and records pertaining to care. 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 threatening emergency, suicidal threats, or threats to harm another, or in cases of suspected neglect, or sexual or physical abuse of a child or vulnerable adult. **I may be required to report alleged abuse that happened in the past, even if the victim is now an adult.**
- Other exceptions are when the participant consents in writing, or when the disclosure is made for purposes of supervision/consultation/professional growth (*no identifying information is released in this peer consultation process, only the general dynamics of the issue and treatment methods*). It is important to

be aware that I use a number of electronic tools in my practice, including computers and the internet, email, fax machines, telephones, and cell phone. I may use these tools to store or communicate information about you and your treatment. While reasonable backup security, and other safeguards are in place, there is always some risk of inadvertent disclosure of information that comes with using these tools. By signing this informed consent, you agree to accept the risk of disclosure that comes with these electronic tools that I use in my practice.

- Other exceptions may include when disclosure is required by the Arizona Board of Behavioral Health Examiners, or when disclosure is authorized by court order and/or court subpoena. Also, if a lawsuit is filed against me, if a crime is committed against me, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws, or when you use a third party to pay for counseling services.
- Another exception is video recording used for security purposes at this address.
- The counselor/client relationship is unique in that it is exclusively therapeutic. *It is inappropriate to spend time together outside the counseling process, to exchange gifts, or to develop any relationship other than therapeutic. These boundaries are in place to ensure that your confidentiality is maintained.*

***As a Participant, you are responsible for:***

- Being honest about facts, feelings or ideas that relate to your care.
- Taking an active part in planning your goals.
- Following through with agreed upon goals.
- Setting and keeping appointments with your counselor. Let me know as soon as possible if you cannot keep an appointment. *Regular attendance at your scheduled appointments is one of the keys to a successful counseling outcome. The standard for therapy sessions are 50 minutes, not 60 minutes. This is called a therapeutic hour.*
- Reporting changes in your condition to me.
- Keeping me informed of your progress toward meeting your goals.
- Working with me to effectively coordinate your healthcare, when required.
- Asking for clarification if you don't understand issues that relate to your care.
- Being considerate and respectful of the rights of your counselor and staff.
- Communicating concerns, complaints and grievances to me. *Concerns, complaints or grievances can be submitted in writing to me. I will attempt to resolve the complaint to the client's satisfaction within 14 working days. At any time, a client may contact the Arizona Board of Behavioral Health Examiners at 1-800-225-6880, or write to them at 3443 North Central Avenue, Suite 1700, Phoenix, AZ 85012*
- Meeting your financial obligations for the services received. Payment for services is expected at the time services are provided. *Charges are based on the therapist's time and expertise, as well as necessary record-keeping procedures and preparation for the session. I reserve the right to change my fees with 30 days notice, and to use the services of a third-party collections service, if necessary.*
- Terminating your counseling relationship before entering into arrangements with another counselor.

I HAVE REVIEWED A COPY OF **INFORMED CONSENT FOR COUNSELING, PARTICIPANT'S RIGHTS, RESPONSIBILITIES AND LIMITATIONS**, AND UNDERSTAND MY RIGHTS AND RESPONSIBILITIES AS A COUNSELING PARTICIPANT. I AM FREELY CHOOSING TO PARTICIPATE IN COUNSELING, AND I UNDERSTAND THAT I MAY DISCONTINUE COUNSELING AT ANY TIME.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

VERIFICATION THAT CLIENT HAS READ AND UNDERSTANDS INFORMED CONSENT DOCUMENT:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

MY FINANCIAL RESPONSIBILITY FOR SERVICES RENDERED IS CLEAR TO ME. I AGREE TO BE RESPONSIBLE FOR ALL SERVICES RENDERED AT FULL FEE-FOR-SERVICE PAYMENT:

- \$115 Individual appointment (50 minute clinical hour)
- \$130 Couples appointment (50 minute clinical hour) after initial session
- \$175 **Initial** Couples appointment (80 minute clinical hours-required for first session only)
- \$150 Family session (50 minute clinical hour)

YOU MAY BE CHARGED FOR APPOINTMENTS MISSED, CANCELED OR CHANGED WITH LESS THAN 24 HOURS NOTICE.

NORMAL SESSION RATES WILL APPLY FOR ANY TELEPHONE CALLS BEYOND 10 MINUTES IN LENGTH.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Would you like a copy of this form: \_\_\_\_\_ Accepted \_\_\_\_\_ Declined

**CONFIDENTIAL – CONTAINS PRIVILEGED COMMUNICATIONS PROTECTED UNDER A.R.S. 32-3283 AND FEDERAL CONFIDENTIALITY RULES 42 CFR PART 2 AND 45 CFR PARTS 160 & 164 – UNAUTHORIZED DISCLOSURE IS PROHIBITED.**