

Informed Consent for Counseling Services – Adult Inman Park Counseling Thomas Keith Hill, PhD, LLC, NCC

COUNSELOR-CLIENT SERVICE AGREEMENT

Welcome to my practice. 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.

COUNSELING SERVICES

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, 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 counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Counseling 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 counseling often requires discussing the unpleasant aspects of your life. However, counseling has been shown to have benefits for individuals who undertake it. Counseling 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.

Counseling requires active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions. The first 2-4 sessions will

involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

FEES AND INSURANCE

I do not bill insurance companies. If you wish to submit a claim to your insurance company, I will provide you with the necessary billing statements and verification of treatment. You may wish to call your insurance company before the start of service to find out their policies about how to file a claim and what deductible amounts will apply to you. I will work with your insurance company to the extent possible to assist in processing the claim. Please remember, insurance companies will not reimburse for missed or cancelled appointments.

The fee for each session is \$145.00. You are responsible for paying at the time of your session or before. This amount is also charged on a pro-rated basis for other professional services provided outside of counseling sessions. These may include written reports requested by you, telephone conversations that last longer than 10 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 I am compelled to testify in court, you will be expected to pay for the professional time required even if another party compels me to testify. Payment and invoicing is handled by my secure practice management service. In order for them to provide this service, you will be asked to provide them with credit or debit card information.

APPOINTMENTS

Appointments will ordinarily be 50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you notify me one full business day in advance. If notification is not provided one business day in advance, your credit card will be

charged for the missed appointment. If it is possible, I will try to find another time to reschedule the appointment. 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.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the counseling services that I provide. Your records are stored in a HIPAA-compliant, online storage service. Records stored include progress notes for each session, general event notes such as attendance and phone calls, assessments, treatment plans, diagnostic forms, forms you provide to me, forms I get from other providers, records of information you ask me to share with others, and billing records.

You have the right to request that your health records be sent to a provider of your choice. You have the right to request a copy of your records for your own use. Health records are clinical documents that may be misinterpreted without the help of a mental health professional. For this reason, HIPAA regulations stipulate that I may decline to provide a copy of your health records if I have reason to believe this would result in harm to yourself or others. If I conclude that it is safe to do so, a copy will be made available to you within 30 days of your request. If the record is provided as hard copies, a small per-page cost will be charged.

CONFIDENTIALITY AND PRIVACY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You will be provided with this document and it requires your signature. 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 him/herself 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.

1. 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.
2. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
 1. Suspected neglect of the parties named in items #3 and # 4.
 1. If a court of law issues a legitimate subpoena for information stated on the subpoena.
 1. 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 without using your name.

PARENTS & MINORS

While privacy in counseling is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of counseling. 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.

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 voice mail. Your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call, or if you feel unable to keep yourself safe, 1) call the Georgia Crisis and Access line 24

hours a day at 1-800-715-4225, 2) go to your Local Hospital Emergency Room, or 3) call 911. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

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 counseling is not being effective 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 referrals to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

OTHER RIGHTS

If you are unhappy with what is happening in counseling, 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 counselor and are free to end counseling 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 counseling 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 former clients.