

Family Choices Counseling Center

INFORMED CONCENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Your therapist cannot and will not tell anyone else what you have told him or her, or even that you are in therapy with him or her without your prior written permission. Under the provisions of the Health Care Information Act of 1992, they may legally speak to another health care provider or a member of your family about you without your prior consent, but they will not do so unless the situation is an emergency. Your therapist will always act so as to protect your privacy even if you do release in writing to share information about you. You may direct them to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever your therapist transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with your therapist by email at some point in your work together, please be aware that email is not completely confidential. All emails are retained in the logs of your and your therapist internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email your therapist receive from you, and any responses that they send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. Your therapist would inform you of any time when they think they will have to put these into effect.

1. If your therapist has good reason to believe that you will harm another person, they must attempt to inform that person and warn them of your intentions. They must also contact the police and ask them to protect your intended victim.
2. If they have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give them information about someone else who is doing this,

they must inform Child Protective Services and or Adult Protective Services immediately within 24 hours.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

4. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either a. engaged in sexual contact with a patient, including yourself or b. is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the NM Dept. of Health. Your therapist would inform you before taking this step. *If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.*

II. Record-keeping.

Our therapist keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that he or she keep no records, you must give me a written request to this effect for your file and they will only note that you attended therapy in the record, however please be advised that you will not be able to use insurance to pay for your therapy session as therapist are required to keep documentation for insurance companies. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that your therapist correct any errors in your file. You have the right to request that Family Choices Counseling Center make a copy of your file available to any other health care provider at your written request. Family Choices Counseling Center maintains your record in a secure location.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, your therapist is normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If your therapist does use a diagnosis, he or she will discuss it with you. All of the diagnoses come from a book titled the *DSM-V*; your therapist will have a copy in the office and will be glad to go over the diagnosis so you may learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

Training and Approach to Therapy

Approach to therapy is dependent upon therapist. This allows us to use a wide variety of techniques and theories to help assist our client in the best possible treatment. If your therapist proposes a specific technique that may have special risks attached, he or she will inform you of that, and discuss with you the risks and benefits of what they are suggesting. Your therapist may suggest that you get involved in group therapy or support group as part of your work with them. If another health care person is working with you, your therapist will need a release of information from you so that they can communicate freely with that person about your care. You have the right to refuse anything that they suggest. Our therapists do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal; it would be an abuse of the power as a therapist.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If your therapist is not in their judgment able to help you, because of the kind of problem you have or because their training and skills are in their judgment not appropriate, they will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass your therapist, the office, or their family, they reserve the right to terminate you unilaterally and immediately from treatment. If they terminate you from therapy, they will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Your therapist may be away from the office for extended vacations or to attend professional meetings. If your therapist is not taking and responding to phone messages during those times he or she will have someone cover your case. Your therapist will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering during their absence. Your therapist may be available for brief between-session phone calls during normal business hours. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

Your Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 48 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay a \$50.00 no-show fee for that session at your next regularly scheduled meeting. The answering machine has a time and date stamp, which will keep track of the time that you called to cancel.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. Our fee for a session is 120.00 an hour unless your are seeing an LMHC in which case your session will run \$40.00 an hour. If we decide to meet for a longer session, you will be billed prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if your therapist spends more than 10 minutes reading and responding to emails from you during a given week Family Choices Counseling Center will bill you on a prorated basis for that time. Our fees go up \$10.00 every year. If a fee raise is approaching we will remind you of this well in advance.

We are not willing to have clients run a bill with Family Choices Counseling Center. We cannot accept barter for therapy; we do take most insurances, and credit cards.

Complaints

If you're unhappy with what's happening in therapy, we hope you'll talk about it with your therapist so that they can respond to your concerns. They will take such criticism seriously, and with care and respect. If you believe that your therapist has been unwilling to listen and respond, or that they have behaved unethically, you can complain about their behavior to the Examining Board for Licensed Therapist, Dept. of Health, Santa Fe, NM. You are also free to discuss your complaints about them with anyone you wish, and do not have any responsibility to maintain confidentiality about what they do that you don't like, since you are the person who has the right to decide what you want kept confidential.

S I G N A T U R E S

CLIENT:	DATE:
LEGAL GUARDIAN:	DATE:
THERAPIST:	DATE: