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Portland Lifestyle Counseling, LLC
503-309-1163

Agreement and Informed Consent for Counseling Service

This is a lengthy form, please read carefully before signing.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

Oregon Law requires the following exceptions to absolute confidentiality:

- **If a counselor is subpoenaed to testify in court, she may have to share information without your permission.** Disclosure may be required pursuant to legal proceedings by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the counseling records and/or testimony by the counselor. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. The counselor will use her clinical judgment when revealing such information. The counselor will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.
- **If a counselor learns from a client or when there is reasonable suspicion of child, older adult, or disabled person physical, sexual, emotional abuse and /or neglect has occurred,** state law requires that counselor make a report to state authorities or local police.
- **If a client tells a counselor that she/he intends or plans to murder or bring serious harm to an individual or others or to property** the counselor is required to disclose this information to the police and warn the potential victim.
- **If the client discloses intent to harm themselves or presents as a danger to themselves or are gravely disabled or when a clients family member communicates to the counselor that the client presents a danger,** the counselor is required to assure your safety and if she can not, is required to disclose this information by reporting this to the police. Emergencies: If there is an emergency during our work together, where the counselor becomes concerned about your personal safety, the possibility of you injuring someone else or about you receiving proper, psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this

purpose, she may also contact the person whose name you have provided on the biographical sheet.

In all of the above situations, you would be informed BEFORE any disclosure of information if at all possible.

The terms counselor, therapist, psychotherapist, therapy psychotherapy and counseling are used interchangeably in this form.

Health Insurance & confidentiality of records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct the counselor, only the minimum necessary information will be communicated to the carrier. The counselor has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on the counselor to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Both custodial and non-custodial parents have the legal right to access the treatment records of their minor child (children).

Consultation: The counselor consults regularly with other professionals regarding his clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Internet Searches, Social Networking, Texting, Computers and Faxes: It is very important to be aware that computers and **e-mail and cell phone** communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. **E-mails**, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, the counselor's e-mails are not encrypted. **Faxes** can easily be sent erroneously to the wrong address. The counselor's computers are equipped with a firewall, a virus protection and a password. Please notify the counselor if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. If you communicate confidential or highly private information via e-mail, the counselor will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or Faxes for emergencies. Your counselor does not use **texting** at this time. Please be aware that the counselor may conduct **web search** on her clients before beginning of therapy or during therapy. If you have concerns regarding this practice please inform the counselor. The counselor does not accept current clients or former clients as "friends" on any **social networking** sites such as Face book.

Phone or E-Mail Therapy: The counselor does offer telephone coaching only and does not provide telephone therapy/counseling. Coaching is not used to treat or diagnose a mental disorder and can not be used in place of therapy. Coaching is for personal growth and goal achievement – not for treatment of mental health issues. Coaching can be offered via telephone or face to face. If you are interested in coaching services only, ask the counselor for more information about her rates and service.

Consulting with clients exclusively over the phone or via e-mail rather than in person in the therapist's office brings up additional complexities and potential disadvantages to the therapeutic process. The counselor always recommends that the client/s first choice is to find a local therapist with whom the client/s can meet face to face. If the counselor is not aware of a local referral one way to find such a therapist is to call the local Psychological Association chapter, local NASW chapter or local CAMFT chapter. Treating clients exclusively via phone consultations or e-mails may put therapists at a disadvantage because they cannot detect nonverbal cues, may not be able to accurately diagnose, may not always be aware of the resources available locally and may not be able to intervene as effectively as necessary in emergency situations. So far there is no extensive or conclusive research on phone or online therapy. Acute crises and severe psychological disturbances, such as schizophrenia, bipolar or some types of personality disorders are probably not appropriately handled exclusively via phone or e-mail consultation. For more information on the topic you can go to: <http://psychcentral.com/best>.

To assure confidentiality the counselor does not record or permit client recordings via tape recorder, video or skype counseling sessions for any reason or purpose.

Records and Your Right to Review Them: Both the law and the standards of the counselor's profession require that she keeps appropriate treatment records. Unless otherwise agreed to necessary the counselor retains clinical records only as long as is mandated by Oregon state law. If you have concerns regarding the treatment records please discuss them with the counselor. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the counselor assesses that releasing such information might be harmful in any way. In such a case the counselor will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, the counselor will release information to any agency/person you specify unless the counselor assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, the counselor will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment. **Please note:** the counselor makes scratch notes during counseling sessions. These notes are kept for the counselor's use only and are not apart of your treatment record. Scratch notes are kept until a formal progress note is written and may be destroyed within a 6 month to a year period.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact the counselor between sessions, please leave a message on the answering service (503) 309-1163 and your call will be returned as soon as possible. The counselor checks her messages a few times during the daytime only, unless she is out of town. **The counselor is not available for 24 hour a day for crisis telephone calls, emails, or emergencies and does not use a pager service.** If an emergency situation arises indicate it clearly in your message and the counselor will respond as soon as possible. However, If you need to talk to someone right away and are experiencing an imminent crisis or danger or any other type of emergency that needs an immediate response, call Multnomah County 24 hour a day crisis line at 503-988-4888, your primary care physician, or call 911. You can also go to your local emergency room. Please do not use e-mail or Faxes for emergencies. The counselor does not always check his e-mail or Faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of **\$90.00 per 50 minute session** (unless another type of payment option has been decided by the counselor or if you are using insurance or receiving services through an EAP. Self pay _____
EAP _____
Insurance provider _____

Payment is expected at the end of each session unless otherwise agreed.

There is a \$6.00 charge for NSF checks.

Other services available as an adjunct to counseling include flower essence consultations, coaching, groups, special service packages, and soulcollage. Payment for these services is outlined on my fee and service form and is specified above or on a separate agreement form. If you are interested in any of these services please ask for more information.

Telephone conversations of no more than 5 minutes between sessions are available at no charge unless there is an emergency - beyond that time you will be charged for session. Please see the Fee and Service sheet for pricing. Site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify the counselor of any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember **at times** professional services may be charged directly to the clients and not to the insurance companies. Unless agreed upon differently, the counselor will provide you with a copy of your receipt upon your request, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, the counselor can use legal or other means (courts, collection agencies, etc.) to obtain payment.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy/counseling/coaching requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. The counselor will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. The counselor may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but it may also be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, the counselor is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to,

cognitive-behavioral, psychodynamic, solution focused, life coaching, mindfulness practices, existential, humanistic, psycho-educational and strength/empowerment based practices. **The counselor provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.**

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, the counselor will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, the counselor's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that the counselor does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Termination: The counselor supports termination for whatever reason but requests advance notice before termination by the client. As set forth above, after the first couple of meetings, the counselor will assess if he can be of benefit to you. **The counselor does not accept clients who, in her opinion, she cannot help.** In such a case, she will give you a number of referrals who you can contact. If at any point during psychotherapy the counselor assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, the counselor will talk to the therapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, the counselor will assist you with referrals, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, the counselor will offer to provide you with names of other qualified professionals.

The counselor will mail you a termination letter once counseling services have discontinued unless you request otherwise.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, **a minimum of 24 hours notice is required for re-scheduling or canceling an appointment.** Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

If the counselor is unable to keep an appointment without giving you 24 hours notice, unless there is an emergency that makes it impossible to give such notice, you will receive your next session for free.

I hereby acknowledge and confirm that I am of legal age and have read the above Agreement, Informed Consent, Office Policies and General Information carefully (total of 5 pages), I understand them and agree to comply with them:

Client name (print)

Date

Signature

Psychotherapist/counselor

Date

Signature