

# Informed Consent for Psychotherapy and Telehealth Services and Practice Policies

## **General Information**

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me.

## The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

# Confidentiality

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/her self 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.
- 3. 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.

- 4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- 5. Suspected neglect of the parties named in items #3 and #4.
- 6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
- 7. 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 your therapist 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.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

### CONSENT FOR TELEHEALTH PSYCHOTHERAPY SERVICES

I wish to engage in a telehealth services for mental health therapy treatment.

My health care provider explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.

I understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.

I have had a direct conversation with my provider, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.

CONSENT TO USE THE TELEHEALTH BY SIMPLEPRACTICE SERVICE

Telehealth by SimplePractice is the technology service we will use to conduct telehealth video conferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

I understand that the originating site for telehealth psychotherapy is in the office(s) of Wildflower Counseling, LLC.

Telehealth by SimplePractice is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.

Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither SimplePractice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.

The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice, or care.

## **Practice Policies for Wildflower Counseling**

#### APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the entire fee if cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

A \$10.00 service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled session will be subject to a full charge if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

#### TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

#### SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, Instagram, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

#### **ELECTRONIC COMMUNICATION**

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that:

- (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
- (2) All existing confidentiality protections are equally applicable.
- (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed,

and copies of this information are available for a reasonable fee.

- (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations. information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

#### **MINORS**

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents' what information is appropriate for them to receive and which issues are more appropriately kept confidential.

#### **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 the psychotherapy is not being effectively used 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 psychotherapists 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.

#### **CLINICAL POLICIES**

Scope of Services: Wildflower Counseling, LLC has 1 location in Albuquerque, New Mexico. Wildflower Counseling, LLC offers the following services:

- -Individual and Family therapy
- -Parenting therapy

#### Timetables:

- -Free consultation is available for self-pay clients only to ensure and good fit between the therapist and the client(s)
- For self-pay clients, Wildflower Counseling Services will schedule first session after the conclusion of the consultation if both therapist and client(s) sees the relationship as a good fit.
- Wildflower Counseling, LLC will provide steps for client(s) in the case of an emergency, which may include calling emergency services, the New Mexico Crisis line at (855) 662-7474 or setting up an emergency appointment with the therapist.
- -One-hour sessions will last a clinical 50 minutes.
- -Therapy services will be provided for no longer than 1 year unless other services are deemed necessary for the client that are agreed upon by both therapist and client and may be continued based determination of need by clinician and client.

Legal Rights, All clients have the legal rights to:

- -Refuse services.
- -Seek alternative mental health services elsewhere. -

Address needs and complaints either written through e-mail to wildflowercounselingabq@gmail.com (clinical director) or directly to the therapist.

- -Ask your therapist about their training and therapeutic approach.
- -All consumers have the right to choose an authorized representative to assist in their treatment decision.

Confidentiality: Discussions between clients and professionals at Wildflower Counseling, LLC are confidential. No client information will be released unless client or guardian provides written consent. Possible exceptions to releasing confidential information include but are not limited to the following situations:

- -Imminent danger or threat to self or others.
- -Abuse or neglect of a child or vulnerable adult.
- -Legal matters in which information is subpoenaed by a court of law.
- -If applicable, information request by an insurance carrier responsible for providing mental health coverage.

Treatment of minors: Wildflower Counseling, LLC provides treatment to children and adolescents and requires parental participation.

Emergency Medical Care: In the event of an emergency, I give Wildflower Counseling, LLC consent to seek emergency medical care on my behalf including, but not limited to: administering first aid, CPR,

medication and contacting/informing emergency personal including 911 operators, ambulance, physician and/or law enforcement.

Emergencies: In the event of an emergency where there is imminent risk of danger, please call 911/988 immediately. Once Emergency services has been contacted and the situation has been defused, please contact your therapist at our main number at (505) 401-6630 to notify your therapist of the incident. If you are having a critical, clinical emergency, please contact the New Mexico Crisis line at (855) 662-7474.

All emergency calls to our main number will direct you to call 911 or the New Mexico Crisis Line available 24/7 at (855) 662-7474. Your therapists personal phone number should never be called in an emergency situation.

\*CONTACTING YOUR THERAPIST THROUGH TEXT MESSAGE IS NOT TO BE UTILIZED IN ANY EMERGENCY SITUATION (SPECIFIC TO ACTS OR THREATS OF HARM TOSELF OR OTHERS) IN THE CASE OF AN EMERGENCY CALL 911/988 OR THE NEW MEXICO CRISIS LINE. YOU MAY FORGO THIS PROCESS BY CALLING 911 OR THE NEW MEXICO CRISIS LINE AVAILABLE 24/7AT (855) 662-7474 ON YOUR OWN.

Telephone and text contact: For Office Based Clients, telephone calls and texts will be returned during the regular business hours of Monday-Friday from 9:00am-5:00pm unless otherwise specified by your therapist. The therapist encourages communication from clients, but if a phone call is longer than 10 minutes, your will be instructed to set an appointment with the therapist either in person or via our telehealth system, if you are an insurance client. If you are a self-pay client and the call goes beyond 10 minutes, you will be charged a pro-rated fee based on the rate of your session, for every minute over. Wildflower Counseling, LLC permits texting for confirming or canceling appointments only. Text messages will not be treated as emergencies. In an emergency situation call 911 or the New Mexico Crisis Line available 24/7 at (855) 662-7474.

Social media and telecommunication: Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Email: Wildflower Counseling, LLC authorizes emails to therapist but does not ensure confidentiality for email communication and cannot ensure HIPAA compliance through email communication. Emails will be responded to as necessary during the normal business hours of Monday-Friday from 9:00am-5:00pm. Email cannot be utilized in emergency situations. If there is an emergency, call 911 or the New Mexico Crisis Line available 24/7 at (855) 662-7474.

Waiting room etiquette: Due to therapy taking place within the building, we ask that the waiting room remain quiet and respectful. -Do not go into the therapy room without being first invited by the therapist at the time of your appointment.

#### Payment policy:

-Payment for services must be arranged prior to the services being rendered

- -All clients are required to keep a payment method on file even if you intend of paying cash in order to render payment for therapy sessions, phone calls that are 15minutes, or late-calls (calling after 24-hours of the appointment time or a no-call, no-show (neglecting to make your appointment and not cancelling).
- -Payments and co-payments are due at the time of services (when paying cash, please have the exact amount available)
- Wildflower Counseling, LLC accepts Visa, MasterCard, Discover or American Express, Check, or Cash as payment options.

Insurances: If services are paid for by an insurance company, it is the client's responsibility to provide current policy information to Wildflower Counseling, LLC to bill the insurance carrier directly. Clients are responsibility for understanding your insurance benefit and to pay any outstanding balances/deductible/co-insurance balances, private pay balances, and balances not billable to insurance due to client failure to provide current policy information, communicate policy changes to Wildflower Counseling, LLC, or maintain insurance coverage as applicable.

-By signing the Clinical Policies, Wildflower Counseling, LLC is authorized to process a claim and receive payment of mental health benefits for services provided.

Cancellation Policy: Wildflower Counseling, LLC requires 24 hours' notice if canceling or rescheduling an appointment. If a cancellation is made within 24 hours of your appointment no charges will be incurred. If you late call, a call after 24 hours of the appointment, your will be charged half of you scheduled session fee plus tax. If you do not call and do not come to your appointment, you will be charged the full fee of your scheduled session plus tax.

-If an emergency arises and a client is unable to attend the scheduled appointment, please contact your therapist immediately.

Grievances/complaints: You have the right to be treated ethically, professionally and with respect by all Wildflower Counseling, LLC therapists. If at any time you feel that Wildflower Counseling, LLC is not meeting your needs, you have the right to terminate your relationship with Wildflower Counseling, LLC at any time. If you have a complaint we encourage you to contact the clinical director/owner at (505) 247-4219 and/or through email at wildflowercounselingabq@gmail.com. If you feel that Wildflower Counseling, LLC has not addressed your concerns, you can contact the Fair Hearing Bureau at 1 (800) 432-6217 (option 6). If you are a Blue Cross Blue Shield consumer contact 1 (866) 689-1523 or Presbyterian consumer 1 (888) 872-7568, or the New Mexico State Licensing Board.

Ending Therapy: Wildflower Counseling, LLC engages in services with client for no longer than a year per service provided. If you feel that you would like to continue treatment beyond one year, diagnosis and treatment goals will be reassessed through a shorted re-intake process Wildflower Counseling, LLC believes that ending treatment is an important aspect of therapy. If a client decides to end services prior to meeting the treatment goals, it is asked that at the beginning of the final session that the therapist be informed in order to ensure closure between therapist and client.

Discontinuation of services: The following circumstances, including noncompliance with Wildflower Counseling, LLC Policies, may result in the discontinuation of services:

- -Late cancellations: If there are 3 missed appointments or 3 late cancellations with less than less than 24 hours' notice, your therapist will discharge you from services.
- -Inappropriate behaviors: These include, but are not limited to: harming, threatening, or harassing Wildflower Counseling, LLC staff or fellow clients; vandalism, theft, or destruction of Wildflower Counseling, LLC property or client property; assessing or attempting to access confidential information to which you are not entitled.

Consent for phone/email communication: Wildflower Counseling, LLC may need to contact you for the purposes of treatment. I authorize Wildflower Counseling, LLC to contact me as clinically necessary by means of phone (voicemail and text) and email (email provided for SimplePractice portal).

Consent for treatment: I voluntarily agree to receive Mental Health/Support Services and authorize Wildflower Counseling, LLC and its associated staff to collaborate internally and to provide services that are considered necessary and advisable. I understand and agree that I will participate in the planning and treatment of these services and that I may stop such services at any time. By electronically signing this form, I acknowledge that I have read, understood, and agree to the Clinical Policies stated above.