

INFORMED CONSENT & CLIENT RIGHTS

Thrive Counseling - Jennifer Sarna, M.S., LMFT, LADC

Welcome! I appreciate that you are considering how I might be able to assist you. Before you start counseling, it is important that you read and understand the following information. It will give you a better idea of what to expect from counseling and our work together. After reading the following in full, please let me know if you have any questions. Once you understand your rights and accept the principles described here, we will both sign it. I will provide you with copies, upon your request, and keep the originals in your chart at my office.

About Psychotherapy and My Qualifications

I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you. You have the right to know my qualifications and my approach to therapy. I have a Master's Degree in Counseling with an emphasis in Marriage and Family Therapy. I am a Licensed Marriage and Family Therapist (LMFT) and Licensed Alcohol and Drug Counselor (LADC) in the State of Nevada.

By the end of our first or second session, I will tell you how I see your case at this point and how I think we should proceed. I view therapy as a collaborative partnership. You define the problem areas to be worked on; I use some professional knowledge and skills to help you make the changes you want to make. Depending on your specific circumstances and needs, my role might involve enhancing your motivation for change, improving your insight into the problems and your awareness of alternative options, and helping you build the skills and confidence necessary to make and maintain positive changes. I plan to work hard and with my best efforts to help you reach your counseling goals. I will utilize the theories, approaches, and interventions that I believe will benefit you the most based largely on the researched evidence about what practices are most effective at resolving your presenting problems. Based on the current research, my personal style, and professional experience I tend to work from the following models: emotionally-focused/attachment based, cognitive-behavioral, solution-focused, and family systems.

Psychotherapy is a unique form of healthcare. It requires your very active involvement. In order to achieve the best possible outcomes, therapy requires your best efforts to change thoughts, feelings, and behaviors. I expect us to plan our work together and make revisions as needed. In treatment planning we will identify and discuss the areas to work on, our goals, the methods we will use, and the time and money commitments we will make.

Sometimes I find it useful to take notes during our meetings. You may find it useful to take your own notes in session and possibly between sessions. An important part of your therapy will be practicing the new skills you learn outside our sessions. I will ask you to practice, and we may set up homework assignments for you that might make our work together more efficient.

Most of my clients start off seeing me weekly, depending on their goals. If progress is being made at a good pace or the goal shifts to maintenance of change, our meeting frequency might be reduced prior to coming to an end. Though it is your right to end therapy at any time, it is best for us to discuss and determine when and for what reasons therapy should end, in advance. For that reason, please talk with me about any thoughts you have about ending or taking a break from therapy prior to doing so.

The Potential Benefits and Risks of Therapy

As with any powerful treatment, there are some potential risks as well as the opportunity for many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, embarrassment, or other negative feelings. Clients may recall unpleasant memories or have negative feelings become a distraction outside of therapy. Sometimes, as people learn about themselves they experience conflict with others. Some problems may temporarily worsen after the beginning of treatment. In counseling,

you will be challenged to try new things, which might initially feel awkward. Most of these risks are to be expected when people are making important changes in their lives. Change often takes time and hard work, so it can be frustrating. I ask that you keep trying during the difficult times and talk to me about frustrations as they come up for you. Finally, even with our best efforts, there is a risk that therapy may not work out well for you or help you to achieve your goals.

While you consider these risks, you should also know that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel as afraid, angry, or anxious. People with addictions may obtain abstinence in counseling and learn to prevent relapse. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are resolved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as a person, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

Consultations

If you could benefit from a treatment I cannot provide, I will try to help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or psychiatric evaluation. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, I may coordinate my services with them and with your own medical doctor. If for some reason treatment is not going well, I might suggest you see another therapist or another professional for an evaluation. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish to get another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and, with your permission, will provide him or her with the information needed.

What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of practice of my professional organizations, the state and federal laws that pertain to the practice of therapy, and the policies of my licensing boards. In particular, I will abide by the ethical guidelines set forth by the American Association for Marriage and Family Therapists (AAMFT), and the Association for Addiction Professionals (NAADAC), which have been designed to protect clients of psychotherapy. These guidelines put limits on the relationship between a therapist and a client, and I would like to explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice psychotherapy—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints. I will be happy to make referrals or otherwise help you find professionals to assist you with matters that are outside of my scope of practice.

Second, federal and state laws, and the guidelines of my professional associations, require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “About Confidentiality” section. Here I want to explain that I make every reasonable effort not to reveal who my clients are. This is part of my effort to maintain your privacy. If we meet on the street or socially, I will not initiate any contact with you. If I do not say hello or talk to you very much, it is to maintain the confidentiality of our relationship.

Third, in your best interest, and following the professional standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I will never have a sexual or romantic relationship

with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. In order to avoid any blurring of these professional boundaries, I will not attend your social or family gatherings, connect with you on social media websites, or exchange gifts with you. I may not recall your birthday or share much personal information about myself with you. Please recognize that these boundaries are for your protection and so that I can maintain focus on the job you have hired me to do. I do not wish for you to be offended by this professional "distance". Our therapeutic relationship will be a very unique type of relationship, and hopefully a powerful one, but most importantly, a helpful relationship for you.

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

About Confidentiality

I will treat with great care all the information you share with me. It is your legal privilege that our sessions and my records about you be kept private. That is why I will ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality/privacy is protected by federal and state laws and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

1. If you were sent to me by a court or legal entity for evaluation or treatment, the legal entity might expect a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or legal authority to know. You have a right to determine what I release to them, unless I am issued a court order, under which case I must reveal things about your treatment.

Please consult your lawyer if you have any concerns or questions about this.

2. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling authorities and possibly others about the threat or imminent risk. If I am deeply concerned about someone's imminent safety, that must take priority over confidentiality.

3. If I become aware of information about child abuse/neglect or elder abuse/neglect, I am legally required to report this to authorities who can help investigate and, if necessary, protect these people.

4. If you plan to use insurance or an Employee Assistance Program (EAP) to help cover treatment costs, the paying agency will need some information from me about your treatment, including things like your diagnosis and treatment dates. My policy is to provide only as much information as the insurance company will need to pay your benefits.

When participating in couples or family therapy, your individual right to privacy is still protected. That being said, I will let you know if there are things that need to be discussed openly in order for us to keep working effectively together. If your child or adolescent is seeing me individually, I ask that you respect their right to privacy and trust that I will keep you generally updated on progress and bring any specific safety concerns to your attention using best practices and my clinical judgment.

There are two situations in which I might talk about part of your case with another therapist. First, if there are times when I am not able to perform my professional duties for a period, I will discuss with you the option of working with a trusted fellow therapist who agrees to "cover" for me. If you are interested in that option, a therapist would be available to you in emergencies. Therefore, he or she would need to know about you. Of course, any covering therapist is bound by the same laws and rules as I am to protect your confidentiality.

Second, I sometimes consult with other behavioral health professionals about my clients. This helps to ensure that I provide high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as

much as they need to know to allow me to get their professional assistance with your case. If I must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, I ask you to agree to my transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me. It is my office policy to destroy clients' records 7 years after the end of our therapy. Until then, I will keep your case records in a safe place. You have the right to review your own records in my files. You may also request copies of records I have created in my work with you. I ask you to understand and agree that you may not examine records created by anyone else and then sent to me. In some very rare situations, I may temporarily remove parts of your records before you see them. This would happen if I believe that the information would be harmful to you, but I will discuss this with you.

To help protect your confidentiality, I ask that you specify which means I may use to contact you. For example, if you wish for me to use a certain phone number or email address, please identify that clearly. I have an email address for convenience. I may use email to confirm scheduling, send invoices, or to send articles or links I think might be helpful for you. I will not use email without asking you first and I might only respond to emails in brief to protect your privacy. Please understand that the privacy of email is limited and though I will make my best efforts to protect private emails, internet based communication still involves some risk.

Except for situations like those I have described above, I will always maintain your privacy. I also ask that if you become aware of any other clients seen in this office, you please not to disclose the name or identity of any other client.

About Our Appointments

The very first time I meet with you, we will need to exchange a lot of information. If possible, accessing the new client forms on my website and completing them in advance will allow us to get the most out of our time together. We will schedule meetings for both your and my convenience. I will give you as much advance notice as possible of my vacations or any other times we cannot meet. I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to or you will not be charged in full. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours. You will still be responsible for the full, agreed upon fee in these cases. I will consider our meetings very important and ask you to do the same. Please try not to miss sessions if you can possibly help it. When you must cancel, please try to give me as much notice as possible. I will do the same if I have to cancel for some reason. Though we will try to schedule a regular meeting time, please understand that unless you confirm an appointment with me for a specific day and time, I will not assume you will show up at a certain time and I might schedule other appointments. If you need to cancel, I will try my best to reschedule you in a timely manner, but please understand that I might not have another opening in my schedule until the following week.

I request that if you have children and you have not previously arranged for them to be involved in family therapy with you, that you do not bring them with you to your appointments. There are a few rare exceptions, so please talk with me in advance if you have concerns about this. For safety reasons, children under the age of 12 cannot be left unsupervised on my premises while you attend counseling.

Fees, Payments, and Billing

Payment for services is an important part of any professional relationship. I will always strive to make financial obligations as clear as possible and to bill any third party payers in a timely manner, as arranged in advance with you. I will do my best to help you understand your insurance coverage, deductibles, payment rates,

copayments, and so forth. Ultimately, you are responsible for paying for treatment regardless of what your insurance contributes. I am a provider for some health insurance plans and will bill those directly. However, if I am not a provider for your insurance, you might still be able to seek reimbursement. I will do my best to assist you with accessing any out-of-network benefits you may be entitled to through your insurance. I will prepare statements and do my best to obtain authorization from insurances to assist with reimbursement. This process works best when you are familiar with your benefits and what your plan covers. I will try to communicate and resolve any billing issues with you in a timely manner, and I encourage you to remain informed and to address any issues with your insurance provider directly.

My fee for the initial intake session is \$100, to cover the extra time spent establishing you as a new client in my practice. The fee for subsequent sessions is \$80. A standard session length is 45-50 minutes, though sometimes we may spend up to 60 minutes in a session. You will be given advance notice if my fees should change. I charge the same price for an individual, couple, or family session. Please pay for each session at its end. If you cannot attend a scheduled session, please notify me as soon as possible. If you miss a session without cancelling, I reserve the right to charge a \$40 fee. This must be paid before or at your next session.

Reports and Calls: You will not be charged for my time spent doing routine scheduling or billing. However, if you request therapeutic time from me between sessions or ask for additional documentation for other purposes, I will have to charge a fee. Insurance companies will not cover such fees.

Fees are due at the time of service and if not collected in person, invoices will be emailed and can then be paid electronically. Upon your request, I can prepare financial statements for your convenience and record keeping. The statement can be used for health insurance claims.

If there is any problem with my charges, my billing, your insurance, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

If You Need to Contact Me

I cannot promise that I will be available at all times. My practice is outpatient and by appointment only. You can always leave a message and I will get back to you as soon as I can. Generally, I will return messages within 24 hours except on Sundays and holidays.

If you have any kind of emergency, you should always call 911 immediately.

In case of any other crisis, if you cannot reach me, I strongly encourage you to go to an emergency room or call a mental health crisis line at 1-800-273-8255 or 702-486-6000.

Emergency Contact

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to try to secure your safety. This might include contacting someone close to you; perhaps a relative, spouse, or close friend. Please provide the following information for your chosen emergency contact person:

Name: _____ Relationship to you: _____

Phone number(s): _____

Statement of Principles and Complaint Procedures

It is my intention to fully abide by all the guidelines of the American Association for Marriage and Family Therapists (AAMFT), the Association for Addiction Professionals (NAADAC), and by those of my state licensing boards.

Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints and to seek solutions to them. If you feel that I (or any other therapist) have treated you unfairly or have even broken a professional rule, please tell me. You can also contact the state licensing boards for more information.

In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, sex, gender identity, marital/family status, race, color, religious beliefs, ethnic origin, disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and cultural diversity.

Our Agreement

I (the client or his or her parent or guardian), understand I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand that any of the points mentioned above can be discussed and some may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this brochure, I can talk with you about them, and you will do your best to answer them. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective. I have read, or have had read to me, the issues and points in this packet. I hereby agree to participate in therapy with this therapist, and to cooperate fully to the best of my ability, as shown by my signature below.

Printed name(s) of identified client(s):

Signature(s) of identified client(s) or authorized person(s):

Signature of client

Date

Signature of client

Date

Signature of person authorized to give consent

Date

Relationship to client: Self Parent Legal guardian
 Other person authorized to act on behalf of the client - specify _____