



## CONSULTATION PROCESS AGREEMENT

The following is an agreement to enter into a consultation process. The purpose of the consultation process is:

- 1) To affirm the fit between The OAKS and you as the client
- 2) To determine an appropriate therapist for you.

If during the consultation process both you and your therapist mutually agree to move into psychotherapy treatment together, there will be a minimal amount of additional paperwork to acknowledge this agreement. The following forms to be completed today are the **Consent to Consultation** form and a **HIPAA** document, which comply with both state and federal requirements.

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Work: \_\_\_\_\_

In case of emergency contact:

1. \_\_\_\_\_

2. \_\_\_\_\_

Client signature \_\_\_\_\_

Client signature \_\_\_\_\_

Parent/Guardian signature \_\_\_\_\_

Therapist signature/Clinical Directors \_\_\_\_\_



## CONSENT TO CONSULTATION

The following is an agreement to enter into a consultation process. The purpose of the consultation process is:

- 3) To affirm the fit between the OAKS and you as the client
- 4) To determine an appropriate therapist for you.

If during the consultation process both you and your therapist mutually agree to move into psychotherapy treatment together, there will be a minimal amount of additional paperwork to acknowledge this agreement. This form and a **HIPAA** document, comply with both state and federal requirements.

The OAKS is a nonprofit Christian counseling center. HIPAA requires that we provide you with a **Notice of Privacy Practices** (the Notice) for use and disclosure of your personal health information for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of your first session.

Your first visit(s) is a consultation which includes completing necessary paperwork and a phone consultation with an intake therapist, and may also include taking a personality assessment inventory. If it appears that we can provide you with services helpful to your concerns, you will be assigned a therapist who is closely matched to your specific needs. Often this is your consultation therapist; however, it is sometimes necessary to refer you to another clinician. If this occurs, your file will automatically be transferred to your regular ongoing therapist. If for some reason we are not able to help you at the Oaks, your file can be transferred to an outside therapist with your written permission.

**APPOINTMENTS:** Your appointment time is reserved for you. It is your responsibility to notify your therapist **at least 48 hours in advance** if you are unable to attend. Cancellations of appointments less than 48 hours in advance and "no shows" are subject to the full fee for the appointment time.

**NATURE OF TREATMENT:** Treatment is being provided by licensed professionals on staff and/or through our referral list. Participation can result in numerous benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Psychotherapy requires your very active involvement, honesty, and openness in order to change. Your therapist will ask for your feedback and views on your therapy, its progress and will expect you to respond openly and honestly. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. The likely results of therapy are a decrease of symptoms and an increase in functioning level. Treatment is based on a psycho-social assessment and DSM diagnostic criteria. Therapy techniques will vary as clinically appropriate and may include, but are not restricted to Cognitive Behavioral therapy, Object Relations, Marriage Therapy, Family Systems Therapy, Eye Movement Desensitization and Reprocessing (EMDR) and/or Christian based counseling. The risks and benefits of therapy will be discussed with you during the intake process, in addition to alternative resources.

**PAYMENT & FEES:** The maximum fee for therapy/consultation is \$125.00 however the fee may be reduced based on your ability to pay, your annual income, and what portion your insurance company contributes to payment. Therefore, as these conditions change your fee may be adjusted accordingly, never exceeding \$125.00. You are expected to pay for services at the time they are rendered unless other arrangements have been made. Services are rendered and charged to the client, not to the insurance company. Your therapist will provide you with a receipt to submit to your insurance company for reimbursement. There is a \$20.00 charge for returned checks.

**LIMITS WITH ONLINE SUPPORT:** Although confidentiality and privacy are maintained professionally, confidentiality and privacy in psychotherapy sessions involving the internet cannot be guaranteed due to the insecure nature of internet connections. Oaks Counseling, Inc. is not liable for internet security breaches outside of our control. "Synchronous" online sessions (when my therapist and I will be online simultaneously) must be scheduled and adhered to just as conventional office sessions require, so that both parties can rely upon a schedule. Cancellations less than 24 hours in advance are subject to the full fee for the appointment time.

**LIMITS ON CONFIDENTIALITY:** There are some situations in which a therapist is legally obligated to take actions that he or she believes are necessary to attempt to protect others from harm, and he or she may be required to reveal some information about a client's treatment.

- If a therapist has knowledge of or reasonable suspects a child under 18 has been the victim of child abuse or neglect, the law requires that the therapist file a report with the appropriate governmental agency. A therapist also may make a report if he or she reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way. Once such a report is filed, the therapist may be required to provide additional information.
- If a therapist observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that the therapist report to the appropriate government agency. Once such a report is filed, the therapist may be required to provide additional information.
- If a client communicates a serious threat of physical violence against an identifiable victim, the therapist must take protective actions, including notifying the potential victim and contacting the police. The therapist may also seek hospitalization of the client or contact others who can assist in protecting the victim.
- If a therapist has reasonable cause to believe that the client is in such mental or emotional condition as to be dangerous to himself or herself, the therapist may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

If such a situation arises, your therapist will limit disclosures to what is necessary.

The law protects the privacy of all communications between a client and a therapist. This begins at the beginning of the consultation process. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. However, there are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he or she will make every effort to avoid revealing the identity of clients. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless he or she feels that it is important to your work together. Your therapist will note all consultations in your Clinical Record.
- You should be aware that we employ administrative staff. In most cases, your therapist may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All our mental health professionals are bound by the same rules of confidentiality, and all staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required to collect overdue fees are discussed elsewhere in this Agreement. If you do not pay your fee, we are permitted to contact a collection agency.
- If you are involved in a court proceeding and a request is made for information about the professional services provided you and/or the records thereof, such information is protected by therapist-patient privilege law, and no information will be provided without your (or your legally-

appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and your therapist does not have grounds for objecting under state law (or you have instructed him or her not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.

- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, your therapist may be required to provide it for them.
- If a client files a complaint or lawsuit against his or her therapist, relevant information may be disclosed regarding that client in order for the therapist to defend himself or herself.
- If a client files a worker's compensation claim, the therapist must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

**MINORS & PARENTS:** Clients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A client over 12 years of age may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor client either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, clients over 12 years of age may consent to alcohol and drug treatment in some circumstances. However, unemancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless the therapist determines that access would have a detrimental effect on the professional relationship with the client, or to his or her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually our policy to request an agreement with minors (over 12 years of age) and their parents about access to information. This agreement provides that during treatment, the therapist will provide parents with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. The therapist will also provide parents with a summary of their child's treatment. Any other communication will require the child's authorization, unless the therapist believes that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of his or her concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and try to handle any objections he or she may have.

**Your signature below indicates that you have read this agreement and agree to its terms and also services as an acknowledgement that you have received the HIPAA notice form described above.** Please feel free to discuss any concerns you may have, on these or other administrative matters, with your therapist as they arise.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Therapist Signature/Clinical Directors \_\_\_\_\_

Date \_\_\_\_\_