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Informed Consent for Assessment and Treatment

Welcome to my counseling practice. I am committed to helping you achieve your personal goals during the time we work together. Counseling offers a unique relationship between the two of us. In order that we start our relationship in a healthy way, I have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling and psychotherapy services.

BACKGROUND AND SERVICES:

My experience spans a period of approximately twenty years in the mental health field. I received my Bachelors Degree in Psychology in 1994 and a Masters Degree in Social Work from Arizona State University in 1996. My experience includes a variety of treatment settings, including inpatient, outpatient community settings, hospital and psychiatric crisis centers, and private practice. I am trained in a Cognitive Behavioral approach including reality therapy, grief therapy and behavioral modification. I specialize in the following areas: adolescents, trauma/grief, infertility and medical/ end of life issues in addition to treatment of general mental health with individuals, couples and families. I have 20 years of experience working with substance abuse and addictions and am Board certified as an Alcohol and Drug Addiction Counselor (CADAC) in addition to being a board member for the AZ Board for Certification of Alcohol and Drug Addiction Counselors. I am a preferred provider for Maricopa County in treating victims of crime and trauma.

PURPOSE, LIMITATIONS AND RISKS OF TREATMENT:

Psychotherapy is a confidential exploration, discussion and mutually agreed upon plan for change. You and I will define the problem, possible causes, and several treatment approaches. We will discuss the risks of psychotherapy, what helps solve the problem and what isn't working for you. Psychotherapy is not a medical doctor visit. Instead, it is active effort on your part, often with homework assignments to clarify what is discussed during the office sessions.

Psychotherapy has benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness at times. However, research on the efficacy of psychotherapy outweighs the temporary feelings of distress one may experience while working on their emotional challenges. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. 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 more often it will be slow and even frustrating. Counseling, like most endeavors in the helping professions, is not an exact science. There are no guarantees that the treatment provided will be effective or useful, however psychotherapy often leads to better relationships, solutions to specific problems and significant reduction in anxiety and feelings of distress. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital counseling. In some cases, one or more mental health diagnoses will be rendered during the assessment process and treatment phase of counseling. Some diagnoses may affect employment in high security or safety sensitive positions or affect your ability to obtain future insurance.

Therapy sessions are 45 minutes in duration. The first few sessions will be focused on assessment and treatment planning. Once therapy has begun, we will determine together the intervals between sessions that best support the treatment plan. During this time, we both decide if I am the best person to provide the service that you need in order to meet your treatment goals. Although I have many years of experience, there is a chance that my skills and training are not a good match for your needs. Sometimes

this is evident in the first meeting together, and sometimes this becomes more apparent as therapy continues. Therefore, I reserve the right to refer you to another therapist or appropriate resource at any time if your needs in therapy are not a good match for my skills or experience.

You have the right and the obligation to participate in treatment decisions and in the development and periodic review and revision of your treatment plan. You also have the right to refuse any recommended treatment or to withdraw consent to treat and to be advised of the possible effects of such refusal or withdrawal.

TYPES OF COUNSELING PROVIDED:

Individual Counseling: One to one—Counselor and client.

Everyone has periods in their life where they encounter difficulty. Individual counseling is designed to help you explore and resolve these difficult challenges. If you are experiencing problems in the following areas, individual counseling may help: family and/or relationship, anger management, career/work related stress, financial hardship, death or loss of a loved one, substance abuse or addiction, anxiety/depression, parenting struggles, and self esteem.

Child/Adolescent Counseling: One to one--Counselor and child

Individual counseling sessions with a child/teen will be as private as possible, however there are exceptions to this when there are safety issues present or significant clinical issues. Safety issues and high risk behaviors will always be communicated to the parents as soon as possible in order to keep the child/adolescent safe. A progress report will always be given to the parents, per your request. The specific disclosures of the child will be kept private as much as possible to preserve the integrity of the counseling process. Parent reports can either be done over the telephone, or in a scheduled parent session. Brief updates to the parents will not be charged. If a telephone session or parent meeting is requested for a more thorough update, the session will be billed at the regular rate of \$100.00/hr (or in 15 min increments based on the length of the update).

A variety of treatment interventions will be used including: Cognitive Behavioral Therapy, eraser board exercises, skill building, writing assignments, metaphor, stories, goal setting, and displaced communication techniques. At times, a parent may be asked into the session for a brief period of time or for the remainder of the session if a worrisome issue surfaces or clarification from the parent is needed. Please be informed that your disclosures will be recorded in my progress notes and will be a part of the individual record of your child.

I do not see children in therapy if the parents are in the process of a custody dispute. Additionally, it is important for you to know that I am an advocate for collaborative parenting. If parents are not willing to co-parent and work cooperatively together, I reserve the right to provide you with referrals to outside resources or therapists that specialize in high conflict cases, as this is outside my scope of practice and area of expertise. If I am to work with your child in therapy, both parents must be in agreement and remain actively involved in your child's therapy process.

If your child is in individual therapy with me, please be aware that both parents have the right to request the child's record, even in the case where one parent has sole legal and physical custody.

Marriage and Family Counseling: More than one client—Counselor and clients.

When doing relational counseling, I encourage all involved parties need to be present during counseling sessions. I understand that there may be occasion when a family member cannot participate. As a part of the couple or family therapy process, there may be occasion to meet with a member or members individually or in dyads/triads. Please be advised that the disclosures made in these meetings are not confidential and may be shared with the other family members, as part of the therapy process.

Some common challenges in relationships include: communication difficulties, marital conflicts, sexual dysfunction, drug and/or alcohol abuse, infidelity, parenting issues, and conflicts with children. Human difficulties often arise out of relationships and the relationship(s) need to be the focus in counseling. Prior to starting couple or family counseling a "Limitation on Confidentiality when Providing Therapy to Couples or Families" will need to be signed by those participating in the process.

With regards to couple, family, or group therapy, each member that participates in family therapy must, in

writing, waive confidentiality before any records or information can be released. In the case of a minor child, the legal guardian would sign a release for the child's information to be released. Please be advised that a parent (custodial or noncustodial) does have a right to information regarding their child's medical record/therapy. Although a release is required, there is a possibility that a parent that does not participate could have access to your child's information.

Drug and Alcohol Counseling: Individuals actively using drugs or alcohol must go through assessment and may be referred to a recovery program or to a Chemical Dependency Counselor first before individual, couple or couple counseling can be effective. I am an advocate of 12 Step Programs as an effective recovery tool, and will refer you to meetings as part of the process of recovery. It is important for you to know that ultimately you have a right to not to use this as a part of your recovery, as it is a self help program. I do recognize that there are other ways to effectively recover from an addiction, however the 12 step programs ultimately appear to have a higher success rate for individuals recovering from addiction.

FINANCIAL: Currently, the fee for an initial assessment is \$200.00/hr (90 minutes) and the fee for subsequent sessions (50 minute counseling session) is \$100.00/hr. I offer a sliding scale fee for patients given identified financial circumstances, please talk to me if you are in need of such arrangement.

Payment (self-pay, copays, co-insurance) is expected at the end of every session. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees. I will inform you if any additional fees for services rendered. In addition to the basic session and assessment fees, there may be other fees for additional services such as telephone counseling, which is charged at the same rate of \$100.00 an hour. (billed 15 minute intervals). I reserve the right to change my fees with 30 days notice. You have the right to be informed of all fees that you are required to pay and my refund and collection policies. Please discuss these with me if you have a concern.

I do recognize that times are difficult for many people financially. If you find that you are having a hard time paying for therapy, please discuss it with me, as offer a sliding scale and we can also discuss frequency of sessions. I do not allow clients to have an outstanding balance, and as my policy reflects I ask for payment at the time of the counseling session.

INSURANCE:

If you elect to use your managed care (insurance), I will supply you with a billing sheet that you can turn into your insurance company so they can reimburse you. In all cases however, payment for services is ultimately your responsibility, not the insurance company. Once again, please discuss this with me if you want to use this payment option. Your insurance company or managed care company may limit the number of sessions based on their assessment of medical necessity or other factors. Their determination may or may not match what you want or need in treatment.

If you are using your insurance, please be advised that you will receive a diagnosis code at the time I submit your sessions for reimbursement. This potentially could have a negative impact on obtaining other insurance in the event you decide to change insurance policies. Please see the HIPAA NOTICE OF PRIVACY PRACTICES for more information.

In the event you choose to use your insurance in the future, my policy is to start billing your insurance from the time you submit a written notice to me, that you would like to use your insurance. I do not backdate or refund money despite your insurance company's policies on backdating services.

In the event that they will not authorize additional sessions or you exhaust the sessions that your insurance will provide, you understand that you will be financially responsible have for the additional services rendered.

APPOINTMENTS: Regular attendance at your scheduled appointments is one of the keys to a successful outcome in counseling. Appointments cancelled at the last minute are very detrimental to my practice. Therefore, I ask that you notify me a minimum of one full day (24 hours) prior to your appointment if you need to cancel. You will be billed for appointments you fail to cancel in accordance with this policy, including clients that use their insurance benefits for counseling. Currently, the fee billed for this is \$50.00. Repeated late cancellations or missed appointments will be billed, and may result in termination of treatment. Please note that these are personal financial obligations that you are responsible for; not the obligations of your insurance company.

AVAILABILITY OF CRISIS SERVICES: My practice does not have the capability to always respond immediately to counseling emergencies. True emergencies should be directed to the community emergency services (911) or to the local hotlines (Empact – 480-784-1500, Banner Help line - 602-254-4357, Magellan – 602-222-9444). Established clients with an urgent need to make contact may call my cell phone number which is on my voice mail recording, but an immediate response is not guaranteed. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation.

PRIVACY, CONFIDENTIALITY AND RECORDS: I keep records with a summary of each session, i.e. who, what, when, and what was discussed called a “progress note”. If your record is requested I will have you sign a release of information before I send any information out. I normally submit a written summary of your therapy to the requesting party. You have the right to see your record at any time. If you submit a written request for your record, there will be a \$.25 per page charge. The physical record is the property of my counseling office and I will maintain your record in a locked, secure location for a minimum of 7 years, according to AZ law. In the case of a child’s record I will keep the record a minimum of 3 years after the minor child has turned 18.

Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a court order, or when child/elder abuse or neglect is involved. I also participate in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and to get you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

There are also numerous other circumstances when information may be released, including when disclosure is required by the Arizona Board of Behavioral Health Examiners in the event of a subpoena or board investigation, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The HIPAA NOTICE OF PRIVACY PRACTICES, included in this packet of information, details the considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the HIPAA NOTICE OF PRIVACY PRACTICES may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates.

It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.

I am committed to maintaining strict confidentiality of your therapy. Aside from these exceptions, I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me, without your prior written permission (called “authorization for release of information form”). I will not even acknowledge you if I see you outside of the therapy room, unless you first acknowledge me. As the client, you control whether or not, and to whom, confidential information will be disclosed. If I am permitted to share information, I will always act so as to protect your privacy. If there is specific information that you DO NOT want me to share, please inform me and I will have you fill out the appropriate release forms that allow me to restrict what information might be shared for the purposes of treatment, payment, or health care operations. You may also revoke your permission for me to share information at any time.

LITIGATION CONSIDERATIONS:

If you become involved in the legal system (divorce, custody, civil litigation, criminal activity, etc.) you can expect that I will not make recommendations, testify, or get otherwise involved in your legal activities. It is an inherent conflict of interest for a treating professional to also offer evaluations or opinions in legal matters. If a client has these expectations, it can affect their willingness to disclose personal information vital to treatment. If you need an evaluation for the legal reasons, I will make a referral to an outside, unbiased professional who can perform this service. In signing this agreement, you agree that you will not

call me as a witness to testify or to expect recommendations or other involvement in your legal activities. If I am served a subpoena for your record, my policy is to not acknowledge you are a client of mine. I will first call you to discuss the subpoena and will only release your record with your written permission or a court order.

In the event that the law requires disclosure of your record, you will be responsible and shall pay any costs involved in producing the records and for the time involved in preparing for and giving testimony. Such payments, at my normal hourly rate, are to be made at the time or prior to the time I render these services.

OUR RELATIONSHIP: The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. The purpose of these boundaries is to ensure that you and I are clear in our roles for your treatment and that your confidentiality is maintained. If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is never my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address any issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.

OFFICE POLICIES: I may use electronic transmission, such as fax, to send treatment plans, reports or releases to another provider or to you. I do reply to emails for scheduling purposes only, but I prefer to discuss scheduling by phone. Please do not send any information to me by email other than scheduling issues. Email is not an entirely confidential form of communication, therefore sensitive or clinical information should be given to me in person whenever possible.

Please do not contact me by text message, or leave a message on my cell phone as that is not a confidential way of contacting me. I do give my cell phone number out, but I ask that clients only leave messages on my confidential voicemail 480-234-8667.

DEATH OR ILLNESS: I acknowledge that, in the event that Laurie Beth Morales, MSW, LCSW becomes incapacitated or dies, it will become necessary for another therapist(s) to take possession of my files and records. I have created an emergency plan to be implemented in the event this occurs. By signing this information and consent form, I give my consent to allow another licensed mental health profession selected by Laurie Beth Morales MSW, LCSW to take possession of my records and provide me with copies upon request or deliver them to the therapist of my choice.

CONSENT FOR EVALUATION & TREATMENT: Consent is hereby given for evaluation and treatment under the terms described in this consent document and the HIPAA NOTICE OF PRIVACY PRACTICES. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided. In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement. (In the case of family therapy I am consenting for myself and my children to participate.)

Client or guardian name (print): _____ Date: _____

Client or guardian signature: _____ Date: _____

Client or guardian name (print): _____ Date: _____

Client or guardian signature: _____ Date: _____

I give my consent for my child/children: _____ listed to participate in therapy with Laurie Beth Morales MSW, LCSW