



DISCOVERY COUNSELING AND ASSESSMENT CENTER

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Phone: (404) 935-0655

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 written permission, except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:

Some of the circumstances where disclosure is required or may be required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, or when client's family members communicate that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding 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 your psychotherapy records and/or testimony by your clinician. In couples 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 clinician will use his/her clinical judgment when revealing such information. The clinician will not release records to any outside party unless he/she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during our work together, or in the future after termination where the clinician becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he/she will do whatever he/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, he/she may also contact the person whose name you have provided on the biographical sheet.

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 clinician, only the minimum necessary information will be communicated to the carrier. The clinician has no control or knowledge over what insurance companies do with

the information he 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.

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 clinician to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If your involvement in any legal matters leads to the clinician being subpoenaed or court ordered to appear in court on your behalf, you will be charged a minimum of \$250 per hour for the time the clinician spends to testify, travel to and from court, waiting to appear, testifying, dispositions, attorney correspondence/communication affidavits, etc. You are responsible for and agree to pay these charges whether or not the clinician ultimately testifies. An initial five hour retainer is required prior to the court date.

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

E-MAILS, CELL PHONE, COMPUTERS AND FAXES: It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. Additionally, the clinician's e-mails are not encrypted. The clinician's computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers on a regular basis. Please notify the clinician 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 private information via e-mail, the clinician 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.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of the clinician's profession require that he/she keep treatment records for at least seven years. Unless otherwise agreed to necessary the clinician retains clinical records only as long as is mandated by Georgia State law. If you have concerns regarding the treatment records please discuss them with the clinician.

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 clinician assesses that releasing such information might be harmful in any way. In such a case the clinician 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 clinician will release information to any agency/person you specify unless the clinician 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 clinician 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.

TELEPHONE & EMERGENCY PROCEDURES: If you are in a life or death emergency situation, dial 911 for assistance or go immediately to your local emergency department. You can reach our therapists on call by dialing our main number (404) 960-1282 and your call will be returned as soon as possible.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$130.00 per 45 minute or \$150.00 per hour session at the end of each session or at the end of the month unless other arrangements have been made. Telephone conversations, 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 clinician if any problems arise during the course of therapy regarding your ability to make timely payments.

Discovery Counseling accepts a wide variety of insurance plans. Prior to your initial visit, you should confirm that the clinician participates with your personal insurance. If the clinician does not participate with your insurance, you will be responsible for payment of all charges at the time of the visit. 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 clinician 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 requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. The clinician will ask for your feedback and views on your

therapy, it's 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 clinician 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 more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, the clinician is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. The clinician provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, the clinician will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment verbally. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, the clinician'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.

TERMINATION: As set forth above, after the first couple of meetings, the clinician will assess if he can be of benefit to you. The clinician does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a number of referrals who you can contact. If at any point during psychotherapy the clinician assesses that he is not effective in helping you reach the therapeutic goals or that you are non-compliant, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, the clinician will talk to another clinician 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 clinician, the clinician will assist you with referrals, and if

he has your written consent, he 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 clinician will offer to provide you with names of other qualified professionals.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the clinician's objectivity, clinical judgment or can be exploitative in nature. The clinician will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Zebulon/Sharpsburg is a small community and many clients know each other and the clinician from the community. Consequently you may bump into someone you know in the waiting room or into the clinician out in the community. The clinician will never acknowledge working with anyone without his/her written permission. Many clients choose the clinician as their clinician because they knew him before they entered into therapy with him and/or are personally aware of his professional work and achievements. Nevertheless, the clinician will discuss with you, his clients, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to the clinician if the dual or multiple relationship becomes uncomfortable for you in any way. The clinician will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES Clinicians at Discovery Counseling do not accept friend requests from current clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise your privacy and confidentiality. For the same reason, I am requesting that clients do not communicate with me via any interactive or social networking web sites.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) 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.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, (total 5 pages) I understand them and agree to comply with them:

Client name (print)

Signature

Signature (Parent sign if client is a minor)

Date _____

Signature

Clinician Signature

Date _____

Date

Signature