

# **Mindful Therapy & Consulting, LLC**

## **Consent for Admission**

### **For**

## **Mental Health: Consultation or Treatment**

### **PROCESS OF THERAPY**

Psychotherapy services vary depending on the needs and participation of each client, and the reflection of symptoms and information shared in sessions, as well as the active effort outside of sessions. In effort for therapy to be most successful, clients should actively engage in the therapeutic efforts in and outside of sessions.

Psychotherapy can have benefits and risks. Since therapy often involves reflecting and working through unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. Alternatively, engaging in the process of psychotherapy can lead to better relationships, solutions to problems, and reductions in feelings of distress. There are no advanced guarantees of what clients will experience, as a result in participating in services. Often times, treatment methodologies may involve homework for clients to continue working towards identified treatment goals outside of sessions. Compliance with homework and active engagement in the process reflects on the active efforts of the client. Therapy tends to be more efficient when tasks are completed outside of therapy sessions. If at any point in the treatment process, a client has adverse reaction to the treatment or concerns with the therapeutic process, those concerns should be brought forth to the therapist. A referral to another clinician can be provided for continuity of care, upon request.

The first few sessions of psychotherapy and consultation involve an evaluation of your needs and reflection of Mindful Therapy & Consulting, LLC's assessment of clinical presentation and treatment planning. If insurance is being utilized for payment of services, a clinical diagnosis will be provided to the insurance company, in addition to a treatment plan. After each session, the psychotherapist will have to submit clinical presentation and progress towards treatment goals to validate that reason for treatment.

Therapy sessions timeframes and fees are identified in the fee agreement. Therapy sessions are typically occurring within 45 minute-53 minute time windows. The initial assessment will occur at 60 minutes to gather relevant clinical symptomology, historical and present information with regards to client history and reason seeking treatment. The process of ending therapy is called, "termination". Stopping therapy should not be done abruptly or casually, and involve careful consideration and discussion between the client and therapist. The client and therapist may decide to terminate therapy if it is in the client's best interests. If the client decides to stop therapy, a minimum of a week advanced notice, allows the psychotherapist to review the summary of treatment with the client and discuss any future recommendations, or bridge additional services to compliment the client's treatment needs. If the psychotherapist determines it is

necessary to stop treatment and refer the client to another provider, the therapist will make the best efforts to assist the client in a referral process, or providing other resources to assist the client in resources that may be considered necessary or more appropriate care. Not all psychotherapy is effective and it is an important therapeutic step to be able to evaluate client needs and best fit in terms of scope of practice and limitations.

### **CONTACTING ME**

Clients engaging in psychotherapy with Mindful Therapy & Consulting, LLC will not have immediate access to therapeutic support by telephone or email. Clients are asked to refrain from sharing personal or clinical information with their therapist, via email. Email is often used specifically for scheduling or administrative correspondence with clients. Please see the *Communication Agreement*. Psychotherapists are not available to answer the phone or respond to urgent needs, upon demand of the client. Clients may leave a confidential voicemail on the therapists phone, and every effort will be made to return the call on the same day (within 24 hours), except for weekends and holidays. If clients have difficult availability for returned phone calls, please inform your therapist of times you will be available. If clients are experiencing a medical or serious emergency and unable to reach your therapist, please contact your medical doctor, or go to the nearest hospital emergency room, or call 911. If you are a Milwaukee County resident, you may also call the Mental Health Crisis Line at (414) 257-7222. Waukesha County Residents may call First Call for Help at (262) 547-3388. 24 hour accessibility is not offered at Mindful Therapy & Consulting, LLC. Clients that require or feel they have needs that require 24 hour accessibility or urgent access to therapist, please inform your therapist to receive assistance in finding another therapist or resource.

### **APPOINTMENTS**

An appointment is a commitment to the therapy process. While delays are inevitable at certain times, please understand that when clients are late to an appointment, the therapy appointment will be reduced, and in some cases cancelled beyond the first 15 minutes of the session. Clients will still be charged for the full session. In cases of a therapist running late or appointments running behind due to urgent clinical needs that arise, the therapist will make best efforts to meet with clients for the full appointment time. Cancellations made in less than 24 hours in advanced of appointments will be charged. Please visit the *Fee Agreement Schedule and Policies*, which you will be provided.

### **RECORDING**

No clients or parents of child clients are permitted to record sessions, phone conversations, or any other communications without express, advance, written permission from all parties (therapist, both parents and child). If a recording is obtained in violation of this policy, therapy will be terminated and the therapist may require 4 final weekly sessions with the child in order to have appropriate closure with the child. If a session or communications are recorded without prior written agreement signed by all parties, client/parent agrees that such recording will not be used as evidence in *any current or future* legal action.

## **MINORS AND PARENTS**

Patients under the age of 18, who are not emancipated from their parents, should be aware that the law may allow for parents to examine their child's treatment records, unless we decide that such access may present risk or injury to the child, or we agree otherwise. Mindful Therapy & Consulting, LLC. will engage parents in the psychotherapy process during the initial assessment, to gather pertinent treatment information, parent perspective and concerns relative to the reason seeking treatment for children and adolescents. Appropriate boundaries and parent engagement in treatment will be discussed up front, so that the parent needs regarding the child/adolescent treatment, and the integrity of the therapeutic process can be discerned before the child actively engages in treatment with a therapist. Parents engaged in the family court process or pursuing changes in custody should be aware of the following:

1. Psychotherapy services for minor are meant to address treatment issues for the minor as the identified client. The psychotherapist is not a custody evaluator and, therefore, cannot provide any commentary on anything related to a child's physical or legal custodial situation.
2. If legal separation or divorce has occurred, a request or requirement for the most current standing court order demonstrating custodial rights for each parent/guardian, including legally binding parenting agreement PRIOR to seeing the child in therapy. Parents will be asked to establish primary physical custody, and health related decision making authority, prior to engaging the child in the therapy process. The legal rights identified through the court will be upheld in the therapy process and to aid a clinical understanding of the child's family system and history. The copy of the court order may be requested for the clinical record.
3. Mindful Therapy & Consulting, LLC. will need to obtain written, signed consent from both legal parents/guardians before the therapist will see the child. It is the policy of Mindful Therapy & Consulting, LLC., if a parent does not want a child to participate in therapeutic services with Mindful Therapy & Consulting, LLC. and are unwilling to provide informed consent, therapy services will not be provided or maintained, to avoid aiding conflict within the family system. It is important to Mindful Therapy & Consulting, LLC., to build rapport with both parents and offer equal engagement to both parents, as deemed appropriate upon initial discussion.
4. Communication will occur with both parents who share legal custody, equally, encouraging both parents to participate in treatment updates and planned parent progress review sessions, to support the child's treatment. As agreed upon in the *email consent*, both parents will receive email communication or scheduled sessions, with frequency determined by the therapist, with progress updates or progress review sessions. If parents wish to share information with their child's therapist, they can schedule a brief phone consultation at the pro-rated fee, reflected in the *fee agreement*. If a parent requests a phone consultation, a phone consultation will also be offered to the other parent, with equal opportunity to schedule. Any communications had will be included in the child's clinical record. Parents are discouraged to include the therapist in any email communication between one another.

5. Sometimes, parent-child dyadic sessions, sibling sessions, or family sessions in varying configurations may be recommended and both parents will be informed and updated if so.
6. Mindful Therapy & Consulting, LLC. has a policy of not testifying in court in order to preserve the integrity of the therapeutic alliance with the child client. If this policy is disregarded, and a therapist is subpoenaed and required to go to court or produce court related documentation, a court fee will be charged for any and all court related-professional time. (please refer to *fee agreement*). Court-related time billed and charged, is not typically covered by in-network or out-of-network insurance benefits. Limited and prior agreed upon interview can occur with a court-appointed guardian ad litem at the court-related fee and a summary of treatment can be prepared for court purposes per the fee noted in the *fee agreement*, if requested.

### **INFORMED CONSENT STATEMENT FOR PSYCHOTHERAPY AND COUNSELING**

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you, too.

### **MY RESPONSIBILITIES TO YOU AS YOUR THERAPIST**

#### **I. PERSONAL RIGHTS**

Under Wisconsin Law (DHS 35), you must be treated with dignity and respect. You must be allowed to participate in the planning of your treatment and care. You are entitled to inspect and make written request for a copy of your records. You also have the right to ask to amend the medical record. You have the right to have your complaints heard and resolved in a timely manner. If you have a complaint about your treatment, your therapist, or any office policy please inform your therapist. If you do not feel the complaint has been resolved, you may also inform your insurance carrier and file a complaint if you choose to do so.

#### **II. CONFIDENTIALITY**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. 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. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA).

If you elect to communicate with me by email at some point in our work together, I am willing to respond briefly by return email, but please be aware that email and other electronic media are not completely confidential. I do not use an encrypting program on email at this time. Mindful Therapy & Consulting, LLC requests that clinical and client updates and information not be shared over email, and that email is used primarily for scheduling. Written communication, including emails, may be used as a part of the client record. Parents are discouraged from including a therapist in email communication to one another, pertaining to correspondence specific to their child.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

- 1 If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
- 2 If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
- 3 If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.
- 4 In response to a valid court order.
5. Reasons necessary for treatment: consultation, payment (e.g. billing your insurance company), business operations (e.g. a billing service).
6. Prevention or control of disease, injury or disability.

All other release of personal information requires a written authorization by you specifying who the information is released to, how much of it, and for what period of time. You have the right to revoke this at any time.

### III. RECORD-KEEPING

I keep brief records of each session noting the dates we meet, the topics we cover, progress reports from the client's perspective, interventions and impressions from the therapist and next steps. My records are kept private and not shared with others, in accordance with HIPPA requirements. Note I utilize a third party record keeping and billing system for administration and billing purposes, Therapy Notes. Therapy Notes is HIPPA compliant and follows clinical and HIPPA compliance standards for your privacy.

### IV. DIAGNOSIS

If a third party, such as an insurance company, or county court system is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you.

If you are not utilizing insurance or utilizing my services for Collaborative Divorce or Child Specialist and Co-Parenting services, I will not be providing a diagnosis or making documentation to mental health diagnosis for case record. In addition, if you are seeking co parenting therapy, it is not considered to be insurance billable, and therefore, diagnostic assessment will not be part of therapeutic records.

I give permission for Mindful Therapy and Consulting to bill my insurance company

PLEASE INITIAL:\_\_\_\_\_

For Self pay clients: I request that Mindful Therapy and Consulting does NOT inform my health plan that I am receiving treatment.

PLEASE INITIAL:\_\_\_\_\_

**Consent for Treatment**

I accept, understand and agree to abide by the contents and terms of this agreement. I have been given a summary of my rights and a notice of Mindful Therapy & Consulting's Privacy Practices. I consent to participate in evaluation and or treatment, and I understand that I can withdraw this consent at any time.

**Name of patient (please print)**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**General Consent for Child or Dependent Treatment**

I am legal guardian or legal representative of the patient and on the patient's behalf legally authorize the practitioner to deliver mental health care services to the patient. I also understand that all policies described in this staten apply to the patient I represent.

**Patient's Name:**\_\_\_\_\_

**Name of Legal Guardian(please print)**\_\_\_\_\_

**Signature of Legal Guardian**\_\_\_\_\_

**Relationship to Patient**\_\_\_\_\_ **Date:**\_\_\_\_\_