

## SUTTON COUNSELING SERVICES INFORMED CONSENT

### Counseling Services

Thank you for selecting Sutton Counseling Services to help you with problems in your life that are negatively affecting you or keeping you from being successful in important aspects of your life. Your first few sessions will involve an evaluation of your needs and development of a treatment plan. Also, during this time, you can decide if the therapist you are meeting with is the best person to provide the services you need in order to meet your treatment goals. You have the right to determine whether you feel comfortable working with any therapist. We take your concerns very seriously and should your discomfort continue, you have the right to request that you be transferred to another counselor or therapist.

Sessions will generally be conducted on a weekly or bi-weekly basis and will last approximately 50 minutes. Although sessions may be very intimate psychologically, the therapist/client relationship is a professional relationship. For that reason, therapists are typically unable to attend client social gatherings, accept gifts, write references for you, connect with you on social media, or relate to you in any way other than the professional context of the counseling sessions.

### Confidentiality

It is important that you feel comfortable talking to your therapist about the issues that are affecting you. Sometimes these issues will include things you do not want your family, parents or guardians to know about. Your conversations will be kept private to allow you to feel more comfortable and trust your counselor or therapist.

As a general rule, your therapist will keep the information you share in sessions confidential, unless we have your written consent to disclose certain information. However, there are exceptions to this rule that are important for you to understand. By law or by the guidelines of our profession, we are required to report the following information whether or not we have your permission:

1. You plan to cause serious harm or death to yourself or to someone else who can be identified, and your therapist believes you have the intent and ability to carry out this threat in the very near future.
2. You are doing things that could cause serious harm to you or someone else, even if you do not *intend* to harm yourself or another person. In these situations, your therapist will use professional judgment to decide whether a parent or guardian should be informed.
3. You tell your therapist that you are being abused physically, emotionally, or sexually or that you have been abused in the past. We are required by law to report this information to the Utah Department of Human Services.
4. You are involved in a court case and the court requires that your therapist disclose information about your counseling or therapy. If this happens, we will inform you.
5. For training purposes, we may monitor your session with your therapist, either audially or visually. This will be strictly for professional training purposes, and no recording will be maintained.

For minors, except for the situations mentioned above, parents or guardians will not have access to things you share with your therapist in your private therapy sessions. This includes activities and behaviors that parent/guardian would not approve of or would be upset by but that do not put you at risk of serious and immediate harm. However, if your risk-taking behavior becomes more serious, your therapist will use professional judgment to decide whether you are in serious and immediate danger of being harmed. If your therapist feels that you are in such danger, we will communicate this information to your parent or guardian.

Occasionally your therapist may consult with other professionals about a case. During consultation they will make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential. You will not be told about these consultations unless it is important to our work together.

### Auditing

For quality assurance, Sutton Counseling is audited annually. During these audits, records of clients are reviewed to ensure Sutton Counseling complies with state and federal regulations. The information reviewed during these audits is for the sole purpose of reviewing Sutton Counseling record keeping, HIPAA compliance, and treatment protocols. The client records reviewed by an auditor will never be used for any other purpose than the review of Sutton Counseling's compliance and client information will remain confidential.

I understand the purpose of auditing and I consent to have my records reviewed

INITIALS  \_\_\_\_\_

### **Telemental Health**

Telemental Health is the use of electronic information and communication technologies by a mental health care provider to deliver services to an individual when they are located at a different site than the provider. The laws that protect privacy and the confidentiality of medical information also apply to Telemental Health. As always, your insurance carrier will have access to your medical records for quality review/audit.

I understand that I will be responsible for any copayments or coinsurances that apply to my Telemental Health visit.

INITIALS  \_\_\_\_\_

I understand that I have the right to withhold or withdraw my consent to the use of Telemental Health during my care at any time, without affecting my right to future care or treatment. I may revoke my consent orally or in writing at any time by contacting Sutton Counseling Services. As long as this consent is in force (has not been revoked) Sutton Counseling may provide mental health care services to me via Telemental Health without the need for me to sign another consent form.

INITIALS  \_\_\_\_\_

### **Risks and Benefits of Mental Health Treatment**

Counseling and psychotherapy can have risks and benefits. Therapy often involves discussing unpleasant aspects of your life, and you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. This is part of the process of healing and your therapist will help you deal with those emotions. Counseling and therapy have also been shown to have benefits. It often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. However, there are no guarantees of what you will experience.

### **Your Responsibility**

You are largely responsible for the outcome of your therapy. For therapy to be most effective, you will have to work on the things you talk about both during our sessions and at home. You are also responsible for reporting any positive or negative effects you may feel from treatment to support optimal outcomes.

### **Additional Client Responsibilities:**

- To disclose to the best of your ability complete and accurate information pertinent to your condition, medications (including over-the-counter products and supplements), allergies or sensitivities, symptoms, and other factors which could assist in making a diagnosis and your course of treatment.
- To arrive on time for your therapy sessions. If you need to reschedule an appointment, please notify your therapist at least 24 hours before your scheduled appointment whenever possible.
- To promptly notify your counselor of any changes in your condition.
- To follow, to the best of your ability, any agreed-upon treatment plan.
- To clearly inform your counselor if you do not understand or agree with any part of your treatment plan.
- To use your best efforts to keep all scheduled appointments, arrive on time, and call the office as soon as possible if it is necessary to cancel or reschedule.
- To provide all necessary insurance information, make prompt payment on all charges for which you are responsible and take full responsibility for the financial obligations, related to your health care.
- To be respectful and considerate of other patients, staff, and health care providers.

### **Clients have the right to:**

- Request and receive information about the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization and limitations.
- Have written information about fees, payment methods, insurance reimbursement, number of sessions, substitutions (in cases of vacation and emergencies), and cancellation policies before beginning therapy.
- Receive respectful treatment that will be helpful to you.
- A safe environment, free from sexual, physical and emotional abuse.
- Ask questions about your therapy.
- Refuse to answer any question or disclose any information you choose not to reveal.
- Request and receive information from the therapist about your progress.
- Know the limits of confidentiality and the circumstances in which a therapist is legally required to disclose information to others.

- Know if there are supervisors, consultants, students, or others with whom your therapist will discuss your case.
- Participate in the development of your treatment plan.
- Report unethical and illegal behavior by a therapist or file a grievance.

**Payment Responsibility**

I, the undersigned, consent to mental health treatment from Sutton Counseling Services. I give permission to release information to third-party carriers, and I assign all insurance benefits for treatment and/or testing to be paid directly to Sutton Counseling Services and request that this assignment remain on file with my insurance carrier. I certify that a copy of this assignment shall be valid as the original. I acknowledge that it is my responsibility to know the benefits and exclusions of my insurance policy and to follow procedures according to my insurance contract.

By signing below, I agree to pay all amount(s) owed within 30 days of when such amount(s) are incurred. I understand that it is my responsibility to provide my correct/updated insurance information and that this office will bill my insurance as a courtesy to me. However, regardless of insurance coverage, I agree that it is and shall remain my responsibility to pay all amounts owing as set forth herein. I agree that interest will accrue on all past due amounts at the rate of 18% per annum (1.5% per month) until paid in full. In the event any amount(s) is/are referred to a third-party debt collection agency, I agree that in addition to any other amount(s) allowed for by law, (such as interest, court costs, reasonable attorney’s fees, etc.) I will also be responsible for a collection fee of up to 33.33% of the principal amount(s) owing as allowed by Utah Code. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual for whom I have legal responsibility.

Each time a patient misses an appointment without providing proper notice, another patient is prevented from receiving care. Therefore, Sutton Counseling Services reserves the right to charge a fee of \$50.00 for all missed appointments (“no shows”) and appointments which, absent a compelling reason, are not cancelled with a 24-hour advance notice. “No Show” fees will be billed to the patient. This fee is not covered by insurance and must be paid prior to your next appointment.

I understand my payment responsibilities as stated above and that I will be charged \$50.00 for a missed appointment without a 24-hour notice.

INITIALS  \_\_\_\_\_

**Client Consent**

I have read and understand this full statement. Any questions I had have been answered. I understand my rights and responsibilities and my therapist’s responsibilities to me.

Date  \_\_\_\_\_

Signature of Patient or Legal Representative  \_\_\_\_\_

I verify that I have read and understand Sutton Counseling Services’ HIPPA policy. I agree that this authorization for use of my health information will be effective from the date I sign this document until I revoke this authorization at any time by giving Sutton Counseling Services notice in writing at address 5300 S 500 E #6, Ogden, UT 84405.

Date  \_\_\_\_\_

Signature of Patient or Legal Representative  \_\_\_\_\_