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INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES

The process of therapy/evaluation

Psychotherapy may be described as a therapeutic relationship between the client and the counselor that facilitates change. James utilizes an approach to counseling called Acceptance and Commitment Therapy (ACT). ACT is a powerful new psychotherapy based on cutting-edge research into how the human mind works. It has been clinically proven to be successful in a wide range of psychological problems. The unusual name of this therapy comes from one of its key themes: learn how to accept those things that are out of your control; and commit to changing those things that can be changed to make your life better. This is a very active therapy. Rather than just talking about your problems, you actively learn new skills to improve the quality of your life.

Discussion of treatment plan

Within a reasonable period of time after the initiation of treatment, James will discuss with you his working understanding of the problem, treatment plan, and the possible outcomes of treatment. There are two basic aims in psychotherapy. One aim is to help you create a rich, full, and meaningful life. To do that, some time will be spent talking about what you really want out of life, as well as what is important and meaningful to you. This is called "clarifying your values". Values are your heart's deepest desires for what you want to do and how you want to be in the world. Using your values as a guide, you can set goals and take action to change your life for the better and, in the process, develop a sense of meaning, purpose, and vitality. The other aim is to teach you a skill set that will allow you to handle painful thoughts and feelings far more effectively, and in a way where they will have much less impact and influence over you. This set of skills is called "mindfulness". Mindfulness is a mental state of awareness, openness, and focus. In a state of mindfulness, painful thoughts and feelings will have much less impact. In a state of mindfulness, you can effectively handle even the most difficult feelings, urges, memories, thoughts, and sensations – and as you learn to do so, you can break self-defeating habits or destructive patterns of behavior, rise beyond your fears, and change your attitude in life-enhancing ways.

Benefits and risks of therapy/evaluation

Psychotherapy involves the hard work of change. The amount of work that you invest in therapy is directly proportional to the amount of benefit that you receive from it. There are no guarantees that psychotherapy will yield positive or intended results; there are no "quick fixes" and no miracle cures. As mentioned above, a key part of therapy will involve learning a new set of skills during sessions, and then taking those skills home and practicing them between sessions. The more you practice, the more benefits you will garner from therapy. Sometimes, painful thoughts, feelings, memories, sensations, and urges will actually need to be brought up in session so you can practice using your new skills to handle them better. Because of this, therapy may be very challenging, or even frustrating, at times. In addition, you may make life-altering decisions that could affect people close to you while you are in treatment. However, at all times, you will be working collaboratively with James as equal team players. You will never be pushed or coerced into anything you are unwilling to do.

Termination

It is always hard to know how many sessions psychotherapy will take. A good rule of thumb is to commit to six sessions, and then on the sixth session, you can take stock, see how it is going, and make an informed decision about continuing or ending treatment. Alternatively, you may find that you do not need all six sessions. Realistically, no therapy works for everyone, so if this approach does not seem right for you, or you are not happy with the way therapy progressing, it is easy to refer you on to colleagues who have different approaches to treatment.

Confidentiality

All information disclosed within sessions, as well as 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. Most of the provisions explaining when the law requires disclosure are described below.

When disclosure is required by law

Some of the circumstances where disclosure is 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 is in immediate danger of inflicting mental or emotional injury to himself/herself; and where a client is involved in concurrent therapy with another mental health services provider.

When disclosure may be required

Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by James Drew. In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. James will use clinical judgment when revealing such information. James will not release records to any outside party unless so authorized to do so by all adult family members who were part of the treatment.

Emergencies

If there is an emergency during treatment where James becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he 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 may contact the police, the hospital, or the person whose name you have provided as an emergency contact on the Client Information Form.

Health insurance and confidentiality of records

Disclosure of confidential information may be required by your health insurance carrier in order to process claims. If you so instruct, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, psychotherapy notes will not be disclosed to your insurance carrier. James has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and, soon, also will be reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Reportedly, medical data have been sold, stolen, or accessed by enforcement agencies.

Confidentiality of e-mail, cell phone, and fax communication

Please be aware that e-mail and cell phone (also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong number. Please notify James at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

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 that 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 nor your attorney, nor anyone else acting on your behalf will call on James Drew to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation

James Drew consults regularly with other professionals regarding his clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Release of protected health information

Considering all of the above exclusions, if it is still appropriate, upon your request, James Drew will release information to any agency/person you specify unless James concludes that releasing such information might be harmful in any way.

Counseling minors

While parents or guardians have a legal right to know what treatment modalities are being utilized and what charges are incurred during the course of therapy with their child, it is not conducive to the therapeutic relationship, or in the child's best interest, to disclose information that the child may share in confidence. As with clients in family therapy, any information that is related to James Drew by a minor within the counseling setting may be disclosed to parents/guardians if, in James' professional judgment, it is appropriate or necessary. By signing this consent document, you, as parents/guardians, voluntarily waive your rights to your child's psychotherapy notes unless your child gives consent to the disclosure of information.

Payments, outstanding balances, and insurance reimbursement

Clients are expected to pay the standard fee of \$100 per 45-minute session (\$120.00 for the initial counseling session/evaluation) at the end of each session 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, and so forth, will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify James if any problem arises during the course of therapy regarding your ability to make timely payments. Any outstanding balance on overdue accounts is subject to a service charge of 1½% per month (18% APR). After 90 days, if payment has not been made in full or a satisfactory payment schedule has not been arranged, the account may be turned over to a collections agency. You may be liable for all legal fees and collection fees, in addition to the monies owed. James does not accept assignment of benefits from insurance companies nor does he participate in managed care insurance plans (HMO's and PPO's). Upon your request, he will provide you with a copy of your receipt at the end of each session, which you can then submit to your insurance company for reimbursement if you so choose. As stated in the section "Health Insurance and 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 or problems that are the focus of psychotherapy are reimbursed by insurance companies.

Cancellation

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged to your credit card for sessions missed without such notification.

Telephone and emergency procedures

If you need to contact James Drew between sessions, please leave a message on his voice mail at (832) 577-1610 and your call will be returned as soon as possible. James checks his messages a few times a day (never during the nighttime), unless he is out of town. James checks the messages less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, please contact your family physician, call 911, or go the nearest hospital emergency room and ask for the clinician/psychologist/psychiatrist on call.

Code of Conduct

James must legally and ethically adhere to the Code of Conduct determined by the Texas State Board of Examiners of Professional Counselors: <http://www.dshs.state.tx.us/counselor/default.shtm>

CONSENT TO TREAT & ACKNOWLEDGEMENT OF PRIVACY PRACTICES

_____ this day retain(s) James Drew to provide psychotherapy.
Client(s) name (Print)

It is expressly understood that James Drew has not issued, and will not issue, any guarantee of cure or treatment effects or number of sessions necessary.

We, the undersigned counselor and client(s), have read, discussed together, and fully understand this agreement and the stated policies. We agree to honor these policies and we will respect one another's views and differences in their outworking. The client(s) enter(s) into this agreement voluntarily with competency and understanding and knowledge of the consequences.

Signature(s) of Client(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Signature of Therapist: _____ Date: _____

Guarantee of Payment

James Drew currently accepts MasterCard, Visa and American Express credit cards as payment for services. Please complete this authorization form. This information is kept in a locked file and is accessible only for billing purposes. In order to maintain a prompt schedule for our clients, we attempt to occupy as little time as possible collecting fees. To this end, we run all credit cards at the end of the business day and receipts are printed for pick up at the next session. Of course, we accept cash and checks; however, most of our clients prefer and have been pleased with this method of payment. We appreciate your cooperation in this matter and encourage you to ask for assistance if you have questions or concerns.

Card Type: MasterCard Visa American Express Expiration Date: ____/____

Card No.: _____ CVV Code (3-digit code on back): _____

Name of Cardholder (as it appears): _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____