

INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES OFFICE POLICIES & GENERAL INFORMATION
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GENERAL INFORMATION

This form is an agreement between, you, _____, and Dr. Daniela Roher, Ph.D, LPC. When you see the word “you” below, it will mean you, or your child, relative, or other person if you have written his, her or their name here: _____.

The therapeutic relationship is unique in that it is highly personal and, at the same time, a contractual agreement. Given this, it is important to reach a clear understanding about how your relationship with Dr. Roher will work, and what each of you can expect. This consent will provide a clear framework for your work together. It contains important information about Dr. Roher’s professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that Dr. Roher provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail, and Dr. Roher’s practice is in general accordance with HIPAA policies. The law requires that Dr. Roher obtain your signature acknowledging that she has provided you with this information at the end of this session.

Although these documents contain a significant amount of information, it is very important that you read them carefully before your first session with Dr. Roher. You can discuss any questions you have about her procedures at that time. When you sign this document, it will also represent an agreement between you and Dr. Roher. You may revoke this Agreement at any time. That revocation will be binding on Dr. Roher unless she has taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

Please read and indicate that you have reviewed this information and agree to it by dating and signing at the end of this document.

COUNSELING SERVICES

Dr. Roher is a Licensed Professional Counselor in a private counseling practice and is licensed by the Arizona Board of Behavioral Health Examiners. The practice of professional counseling is defined as the professional application of mental health, psychological and human development theories, principles and techniques to: (a) facilitate human development and adjustment throughout the human life span; (b) assess and facilitate career development; (c) treat interpersonal relationship issues and nervous, mental and emotional disorders that are cognitive, affective or behavioral; (d) manage

symptoms of mental illness; and (e) assess, appraise, evaluate, diagnose and treat individuals, couples, families and groups through the use of psychotherapy.

THE THERAPEUTIC PROCESS, BENEFITS, RISK AND LIMITATIONS

You have taken a very positive step by deciding to seek psychotherapy/counseling. The purposes of treatment include helping you identify and solve personal problems, improving communication skills, and becoming aware of and better managing emotional states and stress. Your individual goals and the purposes of you seeking counseling are personal to you, and part of the process will be to work with Dr. Roher to set goals and develop a framework in which you can meet those goals.

The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. Dr. Roher cannot promise that your behavior or circumstances will change.

Your counseling will begin with one session devoted to an initial assessment so that Dr. Roher can get a good understanding of the issues, your background, and any other factors that may be relevant to treatment. When the initial assessment process is complete, you will discuss ways to treat the problem(s) that have motivated you to seek counseling. You and Dr. Roher will collaboratively develop, review and sign a treatment plan.

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 be treated and to also be advised of the consequences of such refusal or withdrawal.

There are benefits and risks associated with psychotherapy/counseling. Some of the benefits may involve better management of your emotional states, improved communication with those with whom you communicate, better management of stressors, and new perspectives in a variety of areas of your life. There are no guarantees that you will find therapy to be useful or helpful in meeting the goals you have for yourself.

Psychotherapy/counseling often involves working through difficult personal issues, and through the therapy process you may experience emotional or psychological discomfort. In the process of working to resolve issues that brought you to therapy in the first place, you may experience changes that were not originally foreseen.

During the course of therapy, Dr. Roher will use psychodynamic tools as part of your treatment. She is also likely to draw on various other psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive, existential, psycho-educational, and affect regulation theory.

Dr. Roher provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

In order to maintain a solid therapeutic relationship between therapist and client, Dr. Roher does not write any letters on behalf of clients. All clients requesting letters will be referred to a prescribing clinician who has appropriate training for such assessments. Dr. Roher can, however, provide you a letter with the dates of service on which you received therapy, upon request.

Because you have a professional counselor-client relationship, Dr. Roher cannot and will not “friend” you on Facebook or on any other form of social media and will deny any such request. In addition, she cannot attend any social functions or out-of-office events (weddings, birthdays, etc.).

APPOINTMENTS

Dr. Roher usually conducts an initial evaluation in the first session. During this time, you can both decide if she is the best person to provide the services you need in order to meet your treatment goals. If you decide to continue with Dr. Roher, you will usually schedule one 45-minute (60 minutes for couples) session at a time you agree on, although some sessions may be longer or more frequent and this will vary somewhat according to your individual treatment needs.

CANCELLATION

Counseling services are most effective when meeting times are regular and consistent. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide more than 24 hours (one day) notice via voice on Dr. Roher’s confidential line at (480) 229-6666 or via email to drroher@gmail.com. If you give less than 24 hours notice for a cancellation and your time slot cannot be filled by another client, you may be billed for the session. If you do not show up for an appointment, you may be billed for the missed appointment. In addition, you are responsible for coming to sessions on time, and at the time scheduled. If you are late, your appointment needs to end on time.

FEES, BILLING AND PAYMENT

You have the right to be informed of all fees that you are required to pay, and of Dr. Roher’s refund and collection policies and procedures.

Sessions for individual counseling are 45 minutes and are billed at \$195 or at rates of contracted insurance companies. Sessions for couples counseling are 60 minutes and are billed at \$260 or at rates of contracted insurance companies. Other fees are dependent upon services provided and will be arranged at the time of service. Fees are reevaluated periodically.

You understand you are responsible for paying the entire fee. You understand that if you carry health insurance, professional services are rendered and charged to you. Unless agreed upon differently, Dr. Roher will provide you with a copy of your receipt each month or at any time you request it. A Super Bill will be provided which you can then submit to your insurance company for reimbursement if you so choose.

If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Roher can use legal or other means (courts, etc.) to obtain payment.

TREATMENT RECORDS

Dr. Roher is required to keep appropriate records of the counseling services she provides. Records are kept noting you attended counseling, what was done in session, diagnoses, a plan for treatment, and a summary of the topics discussed.

As a patient, you have the right to a copy of your file at any time. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Your records are maintained in a secure location. Pursuant to HIPAA requirements, Dr. Roher has put you on notice that her office does not accept verbal requests for client files. You can email drroher@gmail.com to request a copy of your file. Alternatively, you can mail a request to P.O Box 5648, Carefree, AZ 85377.

Pursuant to Arizona law, Dr. Roher keeps records for all adult clients for six (6) years after the last date the client received therapy services. Dr. Roher keeps records for all minor child clients either for three (3) years after the minor child's eighteenth birthday, or for six years after the last date the minor child received therapy services, whichever date occurs later.

CONFIDENTIALITY

The confidentiality of all communications between a client and a counselor is generally protected by law and Dr. Roher, as your counselor, cannot and will not tell anyone else what you have discussed or even that you are in counseling without your written permission. In most situations, Dr. Roher can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. With the exception of certain specific situations described below, you have the right to confidentiality for your counseling.

On the other hand, you may request that your information is shared with whomever you choose, and you may revoke that permission in writing at any time.

However, there are several exceptions to confidentiality in which Dr. Roher is legally bound to take action even though that requires revealing some information about a client's treatment. If at all possible, Dr. Roher will make every attempt to inform you if any of these exceptions to confidentiality need to be put into effect.

The legal exceptions to confidentiality include, but are not limited to, the following:

1. If there is good reason to believe a client is threatening serious bodily harm to themselves or others. If Dr. Roher believes a client is threatening serious bodily harm to another, she may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, Dr. Roher may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
2. If Dr. Roher has good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons, Dr. Roher is required by law to file a report with the appropriate state agency.
3. In response to a court order, a properly issued subpoena for healthcare records, or where otherwise required by law.
4. To the extent necessary for emergency medical care to be rendered.

Finally, there are times when Dr. Roher might find it beneficial to consult with colleagues as part of her practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

TELEPHONE & EMERGENCY PROCEDURES

Dr. Roher is not immediately available by telephone and does not answer the phone when she is with a client. If you need to contact Dr. Roher between sessions, after hours, or on weekends, please leave a message at: (480) 229-6666 and your call will be returned as soon as possible. Dr. Roher checks her messages regularly unless she is out of town.

If for any number of unseen reasons you do not hear from Dr. Roher or she is unable to reach you, it remains your responsibility to take care of yourself until such time as you can talk with Dr. Roher.

If you feel unable to keep yourself safe or in the event of an emergency, you should call the **Maricopa County 24-hour Crisis Line:** (602)-222-9444 or 1-(800) 631-1314; the **Police:** 911; the **National 24-hour 988 Suicide & Crisis Lifeline:** 988 (call or text) or go to an emergency room and ask to speak to the psychiatrist or psychologist on call.

Dr. Roher will make every attempt to inform you in advance of any planned absences and provide you with a name and phone number of the counselor covering the practice.

TERMINATION

As set forth above, after the first couple of meetings, Dr. Roher will assess if she can be of benefit to you. If, through the course of treatment, Dr. Roher determines you require a different or higher level of care which she is unable to provide, she will give you referrals of professionals you can contact.

Treatment requires commitment of both the counselor and client. In the event that you are non-compliant or non-responsive, Dr. Roher reserves the right to discuss with you the

termination of treatment and conduct pre-termination counseling. She will discuss referrals to another provider who may be better suited to fit your needs.

For legal and ethical reasons, Dr. Roher will consider the professional relationship discontinued should a client fail to schedule an appointment within three weeks after a canceled appointment, no-show appointment, or kept appointment, unless other arrangements have been made in advance. If the client decides to return to counseling, Dr. Roher will make an effort to schedule an appointment with the client. If Dr. Roher not available within the next two weeks, she will refer the client to another qualified behavioral health professional outside of her practice.

LEGAL MATTERS

Dr. Roher will not communicate with attorneys regarding legal matters unless ordered by a court. You agree that neither you nor your attorney(s), nor anyone else acting on your behalf will call on Dr. Roher to testify in court or at any other proceeding. You agree to immediately let Dr. Roher know if you are involved in or expecting to be involved in any litigation that would involve the disclosure of your mental health records or require Dr. Roher to testify.

Any client records requested by attorneys will be billed at \$1 per page, including a \$50 administrative fee.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES

It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people, compromising the privacy and confidentiality of communication. E-mails, texts and e-faxes, in particular are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. It is always a possibility that e-faxes, texts, and emails can be sent erroneously to the wrong address and computers. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Dr. Roher cannot guarantee the privacy of those methods. Please never use texts, e-mail, voice mail or faxes for emergencies.

CONSENT TO COUNSELING

My signature below indicates that I have read this Agreement and agree to its terms. It also serves as an acknowledgment that I have received the HIPAA Notice Form described above

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Name (printed)

Date of Birth

Signature of Client

Date

Relationship (If other than Client, Parent/Guardian/Conservator)

Daniela Roher, Ph.D, LPC

Date