

## **INFORMED CONSENT**

### **THE PROCESS OF THERAPY/EVALUATION**

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 requires effort on your part and requires your active involvement, honesty and openness in order to change. I will ask for your feedback and views, its progress and other aspects of the therapy and I 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 your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel 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 negatively by another family member. Change will sometimes happen quickly, but more often it will take time and patience on your part. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I will utilize various therapeutic approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include but are not limited to behavioral, cognitive-behavioral, psychodynamic, system/family, developmental (adult, child, family) or psycho-educational.

### **DISCUSSION OF TREATMENT PLAN**

During the first session and throughout this process, I will discuss with you your understanding of the problem, treatment plan, therapeutic objectives and your view of the possible outcomes of treatment. If you have unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my 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. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

### **DUAL RELATIONSHIPS**

Not all dual relationships are unethical or avoidable. However, any actions or dual relationship situations that might impair my objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature are avoided. I will never acknowledge working therapeutically with anyone without his/her written permission. In some instances, even with permission, I will preserve the integrity of our working relationship. For this reason I will not accept any invitations via social networking sites nor will I respond to blogs written by clients or accept comments on my blog from clients.

### **TERMINATION**

During the initial intake process and the first couple of sessions, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals that you may contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you, up to and including termination of treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request and authorize in writing, I will talk to the therapist 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 therapist, I will assist you in finding someone qualified and, if I have your written consent, will provide her or him with the essential information needed. You have the right to terminate therapy at any time. However, if you are looking to conclude the process or reduce the frequency of sessions it is best to discuss that with me so we have at least a couple of weeks to wrap things up and allow me to make recommendations. If you choose to terminate prior to the completion of the counseling process, I will offer to provide you with names of other qualified professionals whose services you might prefer.

### **PRIVACY & 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. Likewise, you are expected to keep our communications confidential and you understand that all records of communication between client and therapist remain the property of Deborah Owens, LPC. Most of the provisions explaining when the law requires disclosure were described to you in the other intake form. To reiterate:

Some of the circumstances in which disclosure is required by the law include 1) when there is a reasonable suspicion of child, dependent or elder abuse or neglect; 2) when a client presents a danger to self, to others

When Disclosure May be Required: Disclosure may be required pursuant to a legal proceeding. If you are involved in a custody dispute or 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 me. 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. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members or members of a couple who were part of the treatment or unless compelled to do so by law or a valid court order.

**If there is an emergency** during our work together or in the future after termination I become concerned about your personal safety, the possibility of you injuring someone else or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, I may also contact law enforcement, hospital or an emergency contact whose name you have provided.

**Confidentiality of E-mail, TEXT, Cell Phone and Fax Communication:** If you choose to email me from your personal email account or by text, please limit the contents to issues such as cancellation or change in appointment time. I will not respond to personal and clinical concerns this way. If you call me, please be aware that unless we are both on land line phones, the conversation is not confidential. Text messages are not confidential. If you send a fax, my fax line is in a secure location. I make every effort to keep all information confidential.

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

Consultation: I consult with other licensed professionals regarding my clients; however, the client's name or other identifying information is never disclosed. The client's identity remains completely anonymous and confidentiality is fully maintained.

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

**MEDIATION & ARBITRATION**

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Deborah Owens, LPC and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association that are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**TELEPHONE & EMERGENCY PROCEDURES**

If you need to speak with me between sessions to alert me of an emergency, please call 215-802-6521. Your call will be returned as soon as possible. Messages are checked daily (but never during the night time) and less frequently on weekends and holidays. If an emergency requires immediate attention, you agree to call the National Suicide Hotline at 800-784-2433 or call 911, contact a crisis hotline, or go to a hospital emergency room.

You also understand that I follow the laws and professional regulations of the State of Pennsylvania and the counseling will be considered to take place in the state of Pennsylvania (USA).

Your signature below indicates that you have reviewed the information available on my website and have read and understand this Informed Consent and the HIPAA Notice of Privacy Practices.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

We will discuss this Informed Consent during our first session. You may feel free to ask questions or raise concerns at any time.