

INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES

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General Information

The therapeutic relationship is unique in that it is highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by signing your name at the end of this document.

What to Expect from Counseling

Psychotherapy is a collaboration between a professional clinician and you, the client. You have the right to services free from abuse, financial or other exploitation, retaliation, humiliation, or neglect. For your emotional safety, it is unethical for me, your counselor, to engage in any other relationship with you outside of this professional, therapeutic alliance while we are working together and sometimes after we have finished our therapeutic work together, including friendship, business, or romantic.

Sessions are generally scheduled for 50 minutes. We will most likely begin with weekly visits and increase the length of time between sessions as we progress, but there is no standard path. We will decide together how often to meet and for how many sessions.

The first few sessions, not only will I be learning about you, but you will also be evaluating how comfortable you are working with me. You are investing time and money in your personal growth, so please feel free to ask questions about our work together. This is a collaboration, and I want to hear your voice. My goal is to serve as your partner in the therapeutic process. As such, I need your feedback regarding the process and your changing needs.

While I am here to assist you, this is your process. You will get out of counseling what you put into it. I invite you to make our time together a priority by keeping your appointments and arriving on time. If you do arrive late for your appointment, we will only be able to use the time you have left and not run over into the next client's appointment.

Risks and Benefits

Counseling has both risks and benefits. Talking about difficult thoughts or feelings may be painful, but tapping into your innate resilience may increase your sense of well-being. The changes you make in your life as you grow will disrupt the status quo temporarily, which may be uncomfortable. Because of the nature of the psychotherapy process of uncovering and addressing factors underlying your presenting symptoms, your symptoms may get worse before they get better. However, many people find that working through those challenges can also result in rewards like solutions to specific problems, increased life satisfaction, improved self-confidence, increased capacity to effectively manage emotions and stress, and improved interpersonal relationships. Your process will be uniquely your own; there is no guarantee of what risks or benefits you will encounter.

Confidentiality

Your story is yours alone, and I respect that you are choosing to share it with me. I am legally bound to keep what we discuss (your PHI, or personal health information) confidential with a few exceptions. If I need to act on any of the exceptions listed below, I will do my best to discuss it with you first.

Exceptions to Confidentiality:

- If I believe you are in danger of harming yourself or another person, I must act to protect you and/or others. If you believe you intend to injure another person, I am required by law to inform that person and law enforcement.
- If I believe you need to be involuntarily hospitalized for debilitating mental illness or alcoholism.
- If I suspect, or if you disclose information about, abuse or neglect of a child, elderly person, or a disabled or otherwise dependent person, I am required by law to report it to the appropriate authorities.
- If I am ordered by a court to release information as part of a legal involvement, I must comply. If that happens, I will release as little information as necessary to satisfy the court order and strive to do so in a way that protects your privacy as much as possible. A court order may require disclosure of your PHI for several reasons not limited to the following:
 - If a civil, criminal, or disciplinary action arises from a complaint filed on your behalf against a mental health professional
 - If your mental or emotional condition is presented as a legal defense
- Allegations of sexual misconduct by a Florida licensed health professional must be reported to the licensure board
- If you disclose HIV infection without informing sexual or needle-sharing partner, I am required to report this information to the appropriate authorities
- In some circumstances, your PHI may be disclosed without your consent to:
 - Public health authorities
 - Law enforcement officials
 - Correctional institutions (regarding inmates)
 - Federal officials for lawful military or intelligence activities
 - Coroners, medical examiners and funeral directors, and
 - Other entities when required by law.
- I may consult with colleagues from time to time in order to provide the best care possible. When I consult with others, I do not share your identity, I only share the minimum information necessary to consult effectively, and will only do so with other licensed therapists who are also required to maintain your confidentiality.

Confidentiality Exceptions for Adolescents:

The same exceptions above that apply to all clients also apply to you. There are some additional exceptions because you are under 18.

- I will keep the specifics of what we discuss confidential, but I will give your parents/guardians general periodical updates on your progress.
- If you engage in risky behavior that endangers your safety or the safety of others, I will notify your parents/guardians.
- Your parents/guardians do legally have the right to request your PHI records. I discourage that, and most parents/guardians refrain from doing so.
- If I need to disclose information to your parents/guardians, I will do my best to discuss it with you first.

Confidentiality Exceptions for Parties Engaged in Couples, Marital, and/or Family Therapy:

- I adhere to a “no secrets” policy (as described in the Practice Policies and Procedures), which means that when I am working with multiple persons within the same family, I cannot guarantee confidentiality between these parties. Further, I reserve the right to break confidentiality if or when I encounter information that any party involved in treatment might feel betrayed or aligned against if the information

remained secret. Within my discretion, I may attempt to work with you on developing a plan to discuss any such information with the other person(s) engaged in treatment with you, but I cannot guarantee this. Or, I may attempt to notify you prior to disclosing material facts to another adult involved in conjoint therapy with you, but I also cannot guarantee this.

Except for the circumstances described above, your PHI will not be disclosed without your written permission. If your clinician receives a request for your PHI without your written consent, they will contact you and ask if you wish to authorize disclosure. If you refuse or you cannot be contacted, your PHI will not be disclosed.

Communication and Confidentiality

All information you share will be held in confidence within the confines of the law and professional ethics. Specific exceptions and limitations to confidential handling of your Personal Health Information (PHI) are described in detail above. **Please read these exceptions carefully and discuss any questions or concerns you have with me.** You are encouraged to keep a copy of this notice for your own records. Because **email, phone calls, and text messaging** are not considered strictly confidential forms of communication due to the technology involved, I do not encourage the exchange of clinical information via these tools. When you communicate with me using unencrypted email, texts, or via phone messages, you assume the responsibility of the risk that your information and identity may be intercepted. If you choose to communicate with me using email or SMS/text messaging, you are advised to use personal email and SMS/MMS addresses rather than those associated with your work accounts. With your consent, we will send email or text reminders of your appointments, for your convenience, though it still remains your responsibility to remember your appointments.

Use of Third Party Software, Applications, and Electronic Communication

I use a number of software, web-based, and electronic applications created and administered by third party providers. These include but are not limited to TherapyNotes, Doxy.Me, and Google/Google Workspace. Additionally, third party applications may be implemented by our practice without any additional disclosure to you as the client at any point in the future.

While I have secured a "Business Associate Agreement" (BAA) from each of these service providers, I cannot ultimately guarantee their compliance with HIPAA and other regulations. As part of signing this document and receiving service from me, you exempt me and Beachside Counseling and Wellness, LLC from liability or blame for any privacy violations that occur due to any action on the part of these vendors.

Contact Outside of Session

If we cross paths or see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

I do not interact with current or past clients on any social networking sites or social media on my personal pages. If you try to initiate a social media relationship with me, I will decline. This isn't because I don't like you. It's simply that the counseling relationship is a unique one and out of respect for you, I want to preserve that.

Emergencies

If you are experiencing a life-threatening emergency, please call 911 or go to your nearest emergency room. Beachside Counseling and Wellness does not provide crisis or emergency services. If you feel the need to speak with me before your next scheduled appointment, you may call the office at 321-327-3793, and I will return your call during regular office hours (9:30 am-5:30 pm, Monday through Thursday). After hours and on weekends, you may leave a message with the answering service, and they will attempt to contact me. If I cannot be reached and return your call within an hour, they will give you the option to have another licensed

clinician to return your call. These clinicians are bound by the same legal, ethical, and privacy guidelines as I am.

Ending the Therapeutic Relationship

The therapeutic relationship is designed to be for a season, so I find it helpful to begin knowing that there will eventually be an end.

In addition to the natural progression of therapy and completion of goals, you are free to end our counseling relationship at any time, for any reason. If you feel the need to do so because you are unhappy with me, I invite you to bring it up in session first. You may discover that working through the difficulty together has tremendous therapeutic benefits. If you still wish to discontinue counseling for that or any other reason, I am happy to provide you with referrals to other mental health providers in the community.

If through our work together I determine that your needs fall outside the scope of my training and/or experience, it is my ethical responsibility to provide you with referrals to providers who can better meet your needs. If I determine the need to refer you to a colleague, please understand that it isn't because I don't want to work with you. It's that I value you as a person and want to make sure you get the best care possible.

BY SIGNING BELOW I, THE CLIENT OR CLIENT'S PARENT/GUARDIAN, AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT, AND THAT I VOLUNTARILY CONSENT TO PROCEED WITH PSYCHOTHERAPY BASED ON THIS INFORMATION.

_____ Your name printed	_____ DOB
_____ Your signature	_____ Date
_____ Spouse/Partner's name printed (FOR COUPLES COUNSELING ONLY)	_____ Date
_____ Spouse/Partner's signature (FOR COUPLES COUNSELING ONLY)	_____ Date
_____ Parent/Guardian signature (IF CLIENT IS A MINOR)	_____ Date