

Informed Consent for Psychotherapy

Refuge Therapy Services

2120 McFarland Blvd. E

Suite E

Tuscaloosa, AL, 35404

205-737-3682

jltubbs@refugetherapyservices.com

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General Information

The therapeutic relationship is strange and unique because it is both a highly personal relationship and a contractual agreement. To help make sure this relationship is both safe and useful, it is important for us to reach a clear understanding about how it will work, and what each of us can expect. My hope is that this consent information will provide a clear framework for our work together. Please feel free to ask any questions (whether in-person, over email, or by phone) and to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic Process

Seeking therapy is a positive step in its own, so you should congratulate yourself! One important thing to know about therapy is that outcomes vary greatly depending on many factors, but some of the strongest ones are your honesty with me and your willingness to engage in the therapy process. These are important to remember because therapy can at times address topics that feel uncomfortable, strange, or challenging. Remembering unpleasant events and becoming more aware of the feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. Sometimes things may get worse before they get better. I will do my best to ensure that these feelings are honored and properly worked with, but it is ultimately dependent on how honest and engaged you are with your therapist and yourself.

It is also important to acknowledge are that there are no miracle cures, and I cannot promise that your behavior or your situation will change. That being said, I have seen lives change through therapy, and I do promise to support you and do my very best to understand you. With a strong relationship we can work to help you clarify what it is that you want for yourself and carve out a path that can assist with those goals.

Confidentiality

The session content and all relevant materials to your treatment will be held confidential unless you

request in writing to have all (or select parts) of such content released to a specifically named person/group. There are limitations of this privilege of confidentiality for clients, and they are outlined below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions like those above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the people named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name or other specific information that could identify you.

Another odd situation that is important to discuss is the possibility of contact outside of the therapy office. If we see each other accidentally outside of the therapy office, I maintain confidentiality by not acknowledging you first. Your right to privacy and confidentiality is of the utmost importance to me, and I want to make sure that it is never at risk. That being said, I will be more than happy to talk to you if you acknowledge me first, although it remains important to care for your own privacy in these situations.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Refuge Therapy Services Policies

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PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS

While we all do our best to keep to our schedules, sometimes surprise situations can get in the way. If we have scheduled an appointment and you need to cancel or reschedule the session, please feel free to let me know by call or text at 205-737-3682 and we can work it out. To make sure that scheduling is fair and consistent for all clients, I take any cancellation up to 24 hours before our planned session. If the session is less than 24 hours away before cancellation or the client does not show for the session, I charge a missed appointment fee of the full agreed upon price for a session. In cases involving insurance or another 3rd party payer, the missed appointment fee will be charged directly to the client, not the payer. This policy extends to situations where a client is more than 15 minutes late for the session; this ensures that we both get the most valuable use of our time together.

I understand that life happens and sometimes situations arise that are out of your control. If an emergency or some other problem comes up that prevents you from making it to our appointment (kids get sick, tires go flat, etc.) with little notice, please let me know and we can work out exceptions for this policy if necessary.

PAYMENT

The standard rate for each session is 110\$/hour. This can be paid with cash, credit card, or check, whatever is most convenient for you. Card payments are processed securely through the electronic record software I use, Simple Practice. Exceptions to the standard rate may be made as deemed necessary by the therapist and agreed upon by the client.

TELEPHONE ACCESSIBILITY

I have provided my contact information above and on my website. If you need to contact me between sessions, please feel free to reach out; if I am unavailable, you can leave a message on my voice mail (other ways of reaching out are discussed below). Most of the time I am not immediately available, but I will do my best to return your call within 24 hours. It is important to note that this communication is meant to be used sparingly unless otherwise discussed in-sessions; if this communication between-

sessions becomes more frequent, we may need to discuss adjusting how often we meet. If a true emergency situation arises, then I will direct you to please call 911 or any local emergency room.

ELECTRONIC COMMUNICATION

Electronic communication (like text messaging and emails) are extremely convenient, but I cannot ensure the confidentiality of any form of communication through electronic media. If you would prefer to communicate through email or text messaging for issues regarding scheduling or cancellations, I will be happy to do so; while I may try to return messages in a timely manner, I cannot guarantee immediate responses. Because of these concerns I ask that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

SOCIAL MEDIA AND TELECOMMUNICATION

I do not maintain any social media accounts for my practice and have few personal accounts. Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site. Adding clients as friends or contacts on these sites can compromise their confidentiality/privacy and add confusion to the therapy relationship. If you have any questions about this, please feel free to bring them up when we meet!

MINORS

If you are considered by healthcare systems to be a minor (under 14 years old in Alabama), your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

TERMINATION

Ending relationships can be difficult, especially ones that are as personal as the therapeutic relationship. With this in mind, I have a termination process that I customize to each client in order to achieve some closure when the time is right. While some clients may make the decision themselves to terminate early, a therapeutic termination will generally be agreed on by both of us, and the length of the termination depends on how treatment has gone. I also may terminate treatment after a discussion with you and a termination process if we decide that the current therapy relationship is not working and a different treatment may be appropriate; this may also occur with regards to defaulting on payment, although this will also be discussed first. I will not terminate the therapeutic relationship without first having an open conversation and exploring the reasons and purpose of ending the relationship. If therapy is terminated for any reason or you request another therapist, I will be happy to refer you to other sources who may better be able to meet your needs.

If I have not received communication from you after three months, I will attempt to reach out to understand if you would still like to continue services. If I still do not receive any other communication or if you indicate that you would no longer like to continue in therapy, I will terminate our relationship and provide references as necessary. If we terminate and you later on decide that you would like to

start back on therapy sessions, please reach out and we can discuss this possibility or help you find others who may be able to help.

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Notice of Privacy Practices

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NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. MY PLEDGE REGARDING HEALTH INFORMATION: I understand that information about you and your health care is personal, and I am committed to protecting health information about you. As we work together I create and maintain a record of the care and services you receive from me. This record helps me to provide you with quality care and to comply with legal requirements for this work. This notice applies to all of the records of your care that are generated by this mental health care practice, and will tell you about the ways in which I may use and disclose health information about you. Here you can also find a description of your rights to the health information I keep about you as well as certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information ("PHI") that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed, but all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's own treatment, payment or health care operations. I may also disclose your

protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep "psychotherapy notes" and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - a. For my use in treating you.
 - b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - c. For my use in defending myself in legal proceedings instituted by you.
 - d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
 - e. Required by law and the use or disclosure is limited to the requirements of such law.
 - f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - g. Required by a coroner who is performing duties authorized by law.
 - h. Required to help avert a serious threat to the health and safety of others.

2. Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.

3. Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION. Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.

2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of clients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.

4. **The Right to See and Get Copies of Your PHI.** Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
5. **The Right to Get a List of the Disclosures I Have Made.** You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. **The Right to Correct or Update Your PHI.** If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say "no" to your request, but I will tell you why in writing within 60 days of receiving your request.
7. **The Right to Get a Paper or Electronic Copy of this Notice.** You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on 09-01-2020

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.