



377 Keahole St. E211-d, Honolulu, HI 96825 (808)343-0093

INFORMED CONSENT

Objectives in Counseling:

Here at Xplor Counseling, our main goal is to help you gain insight into the problems that impact your daily living, so you can and better cope with them and function at the highest level possible.

We do this by helping you:

1. Increase personal awareness.
2. Identify personal treatment goals, reviewing, and revising when necessary.
3. Increase personal responsibility and acceptance to make changes necessary to attain your
4. Promote psychological healing and emotional well-being.

Keep in mind, you are a vital part of your treatment. To receive the most benefit from treatment, you may be expected to complete questionnaires and/or do homework assignments. Please understand you may not achieve the best outcome if you do not follow-through with these, and other, assignments. We count on you to be our partner in progress, and you maybe asked to help your therapist create an appropriate treatment plan.

Appointments:

Appointments are usually scheduled for 50 minutes. Clients are generally seen weekly or more/less frequently as our schedules dictate, and you and your clinician agree. You may discontinue treatment at any time.

Cancellations and Missed Appointments:

You will be billed for sessions that you cancel with less than 24 hours notice. You may leave messages 24 hours per day. The first time you miss a session without calling to cancel, you will not be charged. However, you will be billed \$75 for any future sessions missed without 24 hours notice.

Emergencies:

If the emergency is life threatening (dangerous to you or anyone else) CALL 911 or go to the nearest emergency room. If it is a non-life threatening emergency, you may call your clinician during normal business hours, and he/she will work to accommodate an emergency session

with you, if possible.

Confidentiality:

Issues discussed in therapy are important and are generally legally protected as both confidential and “privileged.” However, there are limits to the privilege of confidentiality. These situations include:

- Suspected abuse or neglect of a minor-under the age of 18, elderly person, or a disabled person.
- Sexual activity between minors. Sexual activity with a minor age 15 or younger or someone 5 years older, or sexual activity between a minor and someone over age 18, per Hawaii law.
- When your clinician believes you are in danger of harming yourself or another person or when there is a threat posed to National Security.
- If your clinician is ordered by a court to release information as part of a legal case or litigation or court case, etc.
- When your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc.
- In natural disasters whereby protected records may become exposed.
- When you have signed a release to allow the release of confidential or privileged information.
- When otherwise required by law.

In the event you disclose to your clinician that you or someone else is abusing a child or is engaging in sexual activity with a minor (see above), your clinician is required to contact the appropriate authorities, and your clinician is required by law to disclose the nature of the abuse.

In the event you disclose to your clinician that you intend to harm yourself or (others), your clinician is required to contact the proper authorities, and your clinician is required by law to disclose the nature of the intent.

Record Keeping:

A clinical chart is maintained describing your condition, your treatment, progress in treatment, dates & fees for sessions, and notes describing each therapy session. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section above. You may receive a copy of your records if you make a formal written request to your clinician and pay a \$50 retrieval fee. Please be advised that it may take up to 30-days to receive your records from the day your request is received. If your clinician determines it would not clinically be in your best interest to receive the complete records, a summary of the notes will be provided instead.

Your records are stored in a secured manner to protect your confidentiality. An original hardcopy of your client file is maintained in a locked file cabinet. If the practice is sold/terminated, clients will be notified by certified mail using the address they provided in their paperwork to notify them as to where their records will be stored. Records will be stored for 7 years from the date of the last session at which time they will be permanently deleted from the electronic files and hard copies will be shredded.

Court Involvement:

Your clinician will not appear in court for any reason, *including custody disputes*, unless ordered by the court to do so. Nor will your clinician write any letters to the court for divorce or custody litigation as our role as clinicians does not include recommendations to the court concerning custody or parenting issues. By signing this consent you are indicating you understand that your clinician will not appear in court unless court-ordered to do so or release records for a legal matter without a court order or unless considered ethically appropriate by your clinician to appear in court, with the written consent of the client(s).

Fees:

Payment for services is due at the time of session. Phone/Skype sessions are billed at the same rate as face-to-face sessions. Your clinician will be unable to continue seeing you for scheduled sessions once you accrue an overdue balance equal to two session fees, if you continually cancel appointments, or if you no-show three consecutive sessions. Your file will be closed, and a letter notifying you of this will be sent to the address listed on your intake paperwork, or a voice message or email will be left for you stating that if you do not contact your clinician within 7 business days, your file will be closed. You may pay your session fees with cash, check or credit card. You will be charged a \$15 fee for any returned check. Any accounting errors or overpayments will be credited back to you within 72 business hours of discovery and verification or in a timeframe agreed upon by you and your clinician (for example, next session). No show or late cancel fees will be billed to the credit card on file.

Client-Clinician Boundaries:

The client-clinician relationship (therapeutic relationship) is a professional relationship with ethical rules governing its parameters. According to ethical guidelines, it is an ethical violation for your clinician to accept or receive gifts (some small gifts are exempt) from a client or to establish any relationship with a client, besides that of client/clinician, even after you have completed your therapy. Your clinician is therefore unable to attend weddings, funerals, parties, or meet with clients outside of therapy for any reason. Your clinician is also not allowed to be in contact with you through any social networking sites and will not respond to any requests made by clients through these sites. Please know that their refusal to do so is not out of ingratitude or respect, but out of a desire to maintain their integrity as a clinician and to maintain clear boundaries to avoid harm to you. Once you have entered into a client/clinician relationship, the relationship will be limited to these roles even after you have completed your treatment.

Treatment of Minors:

Minors are defined to be individuals under the age of 18. However, in the state of Hawaii, minors ages 15-17 years of age are the privilege holders for treatment and must consent to treatment and the

release of treatment information, even to their parents, with some exceptions under Hawaii law. If a parent/legal guardian is bringing a minor in for services who is under the age of 15, the consent of both parents or legal guardians is required by Xplor Counseling. If one parent has decision-making authority as noted in a court document, Xplor Counseling requires that the other parent be notified of treatment, at a minimum. Additional documentation of guardianship might need to be provided in certain circumstances such as divorce before treatment can begin. The confidences of minors will be kept, according to law; however, due to minors being under the legal care of an adult, some information outside the limits to confidentiality might need to be shared with the guardian to promote the health, welfare, and safety of the minor.

Consent for Treatment:

By signing below, you are stating that:

- 1) You have read and understood this 5-page (including this page) consent for treatment.
- 2) You have had your questions answered to your satisfaction.
- 3) You understand that you have the right to refuse any recommended treatment/policy but understand that this might mean the discontinuation of treatment if your clinician no longer thinks that services are effective.
- 4) Understand and agree that if Britt Young, LMFT becomes incapacitated and is unable to manage records or reach clients due to incapacitation, an appointed clinician will, at the point of incapacitation, have access to past and current client records at Xplor Counseling for client notification/management of records.

I accept, understand, and agree to abide by the contents and terms of this consent for treatment. Further, I consent to participate in evaluation and/or treatment. I understand that I may withdraw from treatment at any time.

Client Printed Name _____

Client Signature _____

Date _____

Client Printed Name _____

Client Signature

Date

Clinician Printed Name:

Clinician Signature

Date:
