

# **ACTIVATING WELLNESS WITHIN, LLC**

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## **INFORMED CONSENT STATEMENT FOR PSYCHOTHERAPY AND COUNSELING**

Welcome to my practice. This document contains important information about my 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 about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

### **MY RESPONSIBILITIES TO YOU AS YOUR THERAPIST**

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion

As a client in counseling, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you, too.

#### **I. CONFIDENTIALITY**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so

unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA).

If you elect to communicate with me by email or text (SMS) at some point in our work together, I am willing to respond briefly by return email or text, but please be aware that email and other electronic media are not completely confidential. I do not use an encrypting program on the company's email or cell phone at this time. Thus, questions regarding our work in therapy will not be appropriate to address via email or text.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

- If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
- If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
- If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team.
- If you and your partner decide to have individual sessions as part of the couples therapy with me, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. (See Section VII)
- During the course of counseling, I often consult with individuals who are professional counselors regarding possible clinical interventions to support clients. If I feel the need to discuss your case with a fellow counselor, your name will not be disclosed when I seek consultation. When I have problems of my own, I do not hesitate to call so that I can discuss those issues.

## **II. RECORD-KEEPING**

I keep brief records of each session noting the dates we meet, the topics we cover, progress reports from the client's perspective, interventions and impressions from the therapist and next steps. My records are kept private and not shared with others, in accordance with HIPPA requirements.

## **III. DIAGNOSIS**

If a third party, such as an insurance company, is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms

that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you.

#### **IV. OTHER RIGHTS**

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time, although I recommend finding a way to give me advance notice so that I can help you end treatment well and consolidate gains (please see section below on Ending Therapy.)

#### **CONTACTING ME**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If for any number of unseen reasons you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe or you experience a psychiatric emergency, rather than waiting for me to call you back please contact: 1) Georgia Crisis and Access Line 2) your county's Community Service Board 3) go to your local hospital's emergency room, or 3) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

Because I have a limited practice, I do not have 24-hour emergency or "on call" coverage. If you believe you will need a therapist with 24-hour coverage, then I will be happy to make a referral.

#### **V. FEES**

As of 1/1/19: The standard fee for the initial intake for individual counseling is \$100.00 and each subsequent session is \$90.00 per 45-50 minute session. The standard fee for the initial assessment for couple/family is \$150 and each subsequent session is \$120.00 per 60-90 minute session. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment can be by cash or credit card. There is no direct billing with any insurance company at this time. If you are using an Employee Assistance Program (EAP), then the EAP company will be billed directly.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my

participation, you will be expected to pay for the professional time required even if another party compels me to testify.

## **VI. SOCIAL MEDIA**

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet, and we can talk more about it.

Additionally, it is possible that I may encounter you in public. Please understand I will not speak to you unless you speak to me first. This is to continue to protect your privacy. If it seems awkward, then we can discuss the experience in your next session.

## **VII. COUPLES COUNSELING**

Sometimes I use of assessments during the counseling process. I find that these assessments often save time in the counseling process. I often use them to gain insight into the issues that a couple is facing. As a couple, however, you should not feel that my use of assessments is in any way places “psychological labels” upon you. I do not use assessments for that purpose. Any assessment that is used is for the benefit of your relationship, its healing and growth.

While the intent and focus of the assessments is largely focused on the relationship as a whole, there are times with individual issues surface. In the case where an individual issue arises that is not part of a greater relationship issue, that issue will be discussed with the individual to whom that issue pertains and will not be discussed during a joint session that includes both individuals.

At that point individual counseling outside of the marital or premarital counseling relationship may be engaged either with myself or with another therapist (as agreed upon jointly between the individual and myself). In no way will individual issues be exposed to the other party without consent from the individual – unless those issues have a direct and meaningful connection to the relationship issues as a whole or they pose a danger to the other individual. The individual client will have complete control over the disclosure of personal issues that arise unless law or legal ethics determine that those issues must be disclosed to the other party.

Furthermore, in cases where more than one individual is involved in counseling all individuals being counseled must agree together that they will not discuss their therapy with anyone else outside of the counseling office. This agreement extends to friends, to co-workers, to other family members, and to anyone else whom the individual may choose to discuss the counseling relationship. Such communication outside of the therapeutic environment will not help the growth and nurturing of the relationship. In fact, there is a strong possibility that such communication will do significant and maybe even irreparable harm to the relationship. Your signature on this document states clearly that you will not discuss your relationship or your relationship difficulties outside of the counselor’s office with others. In all likelihood, the advice that you will obtain from others will be biased information from sources untrained in therapeutic techniques. That information will hinder or destroy any prospect of health being brought to your relationship.

In couples' counseling it is sometimes hard to determine who the "client" is. Are both people in the relationship clients, meaning that there are two clients in the counseling office at the same time? Or, is the relationship itself the client and the two people involved are components of the client?

This is a hard question to answer. But, in most cases, therapists will agree that the relationship itself is the client and the two individuals in the relationship are the components of the client. This is an important question since it will set the tone for the whole counseling experience. Each individual involved in the relationship should understand that they bring something special to the relationship. Neither is more important than the other. And without one, the relationship itself would not exist. Therefore, in the therapeutic process, we will be counseling the marriage – not a particular individual within the marriage.

### **NOTE FROM DR. HOLLOWAY: ENDING THERAPY WELL**

I want to make your therapy as successful as possible. For that reason, it works best to find a rhythm and structure to the beginning stages with sessions that meet regularly. To support your leaving, I request several weeks of notice prior to your actual leaving to allow you to have an experience of leaving well, with a sense of completion. If I initiate terminating you from our therapy, it will be because I feel that I am not able to be helpful to you any longer. My ethics and license requires that I offer quality service and have my clients' needs as paramount in my treatment planning. If I no longer feel that I am the best or right practitioner for you, I will offer referrals to other sources of care, but cannot guarantee that they will accept you for therapy or how they will approach your treatment. If I believe you need a therapist with a specialty I am not versed in or feel adequately prepared to treat, I will make a referral. Furthermore, at any time you may request to be referred to another counselor.

### **MY TRAINING AND APPROACH TO THERAPY**

I have been in practice as a therapist since 2006. I earned both my Doctorate in Counselor Education and Supervision (2018) and master's degree in Community Counseling (2006) from Mercer University in Atlanta, GA. I am a Licensed Professional Counselor in Georgia and I follow the American Counseling Association Code of Ethics. My areas of special training and expertise include: person-centered, cognitive behavioral, psychodynamic, interpersonal, emotional focus therapy and marriage and family approaches.

I may suggest that you get involved in additional or adjunctive forms of support, such as additional counseling or a support group as part of your work with me. If another health care person is working with you, I may request a release of information from you so that I can communicate freely with that person about your care.

I am away from the office several times in the year for extended vacations or to attend professional meetings. I will tell you well in advance of any anticipated lengthy absences. If I am not taking and responding to phone messages during those times, then I will have someone cover my practice.

### **YOUR RESPONSIBILITIES AS A THERAPY CLIENT**

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 45-50 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling or cancel with less than forty-eight (48) hours' notice within business hours (Monday-Friday), you will be charged for that session, unless I can reschedule with you within the same calendar week.

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

### **COMPLAINTS**

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. Please see sections on this page re: ending therapy.

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you, too.

### **CLIENT CONSENT TO PSYCHOTHERAPY/COUNSELING**

If you have any questions or concerns regarding this document or my qualifications, please contact me so that we can discuss those concerns. If you voluntarily wish to continue our counseling experience together, please indicate your desire by signing this document. After signing, you will receive a copy for your records. Starting therapy with Dr. Holloway signals agreement with these policies.

Individual \_\_\_\_\_ Date\_\_\_\_\_

Individual \_\_\_\_\_ Date\_\_\_\_\_

Counselor \_\_\_\_\_ Date\_\_\_\_\_