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CLIENT INFORMED CONSENT AND DISCLOSURE STATEMENT

I'd like to take a moment to thank you for choosing to pursue therapy with me at Tree of Life Counseling LLC. I look forward to working with you to achieve a more satisfying and fulfilling life.

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 with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information.

Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures during our initial meeting. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

CONFIDENTIALITY

Psychotherapy is designed to be a safe place for you to talk about any personal issues you choose to explore. Please know that whatever we discuss in psychotherapy is legally held as private and confidential. This means that I will not divulge anything you tell me to anyone except in either of the following conditions:

- a) You give me your permission to talk to another, such as a health-care professional who is providing you treatment.
- b) You tell me something that I am legally required to reveal to others.

For example, Florida psychotherapists are required to report cases of suspected child abuse or elder abuse, or when a client poses a threat to herself/himself or others.

If you are seeing me for couples or family therapy, I consider your relationship to be the client. During the course of our work, I may see one of you individually for one or more sessions or for part of a session. These sessions should be seen as part of the work that I am doing with the

couple or family unless otherwise indicated. Please know that anything we discuss when your partner or family member is not present may be disclosed to them if, in my best judgment, doing so is necessary to effectively help your relationship. Other than that, I will not disclose confidential information about your treatment to anyone else unless all persons who participate in the treatment provide permission to release such information.

MINORS

If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they will give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. There will also be times that I may encourage them to join us for a session to discuss important topics. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you have about what I am prepared to discuss.

THE NATURE OF PSYCHOTHERAPY

Therapy works best when you are an active partner in the process, so please know that I welcome your feedback or questions about our work at any time. Psychotherapy is not like a medical doctor visit. Instead, it is a collaborative relationship which calls for a very active effort on your part. In order for the therapy to be most successful, you will be expected to work on things discussed both during our sessions and at home between sessions. Psychotherapy can have benefits and risks.

Participating in therapy may result in benefits including but not limited to: improved interpersonal relationships; reduced stress and anxiety; better communication with loved ones; increased capacity for intimacy; a decrease in negative thoughts and self-sabotaging behaviors; increased comfort in social, work, and family settings; increased self-confidence and self-acceptance; greater ability to experience life more fully; more balance in life; and deeper self-awareness. Such benefits may require substantial effort on your part, including active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors as needed. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may involve discomfort, including discussing difficult feelings and experiences, and may evoke strong emotions, including anger, sadness, and fear. During the therapeutic process, many clients find that they may initially feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times while slow or frustrating at other times. You may also at times feel conflicted about attending sessions. If this is the case, I urge you to bring up your concerns so that we can address them. The process of therapy may sometimes result in unanticipated outcomes, such as changes in personal or career relationships and goals. Please be aware that any decisions about your relationships, personal life, or work life are your responsibility.

COMPLETION OF THERAPY

The length of your therapy depends on the specifics of your situation and the progress we achieve. As we approach the completion of your goals, I will discuss with you a plan for ending therapy. If during therapy you come to feel that the issues for which you are seeking therapy are

not being satisfactorily addressed and you wish to see another therapist, I will offer you referrals to other therapists to assist in a smooth transition if you desire. If it becomes clear to me that you are not benefitting from our work together, I am ethically bound to stop treating you, and I will provide you with referrals to other sources for therapy. You may discontinue therapy at any time.

Should you choose to end your therapy, I will generally recommend that we meet for at least one final visit to facilitate a positive termination experience and give us an opportunity to reflect on the work that has been done.

SCHEDULING APPOINTMENTS AND CANCELLATION POLICY

After our initial appointment, all clients will be managing their own appointments using the online platform, Simple Practice. You can find the link on the top page of my website and save it to your device for easy access. Our appointment will typically be a standing appointment and will occur on the same day and time each week. You will receive appointment reminders via text and e-mail. If you need to reschedule for the week, please do so as soon as you know you can't make the appointment.

If you need to cancel or reschedule a session, I ask that you provide me with 24-hour notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you will be required to pay the full rate for the session unless we both agree that you were unable to attend due to circumstances beyond your control. In addition, you are responsible for coming to your session on time. If you are late, your appointment will still need to end on time. If you are more than 20 minutes late, it's considered a no-show and you will be charged the full session rate.

BILLING, PAYMENTS & INSURANCE REIMBURSEMENT

You will be expected to pay for each session at the time it is held, unless you have authorized this office to bill your credit card the agreed upon amount at the end of each night for that week's appointment. All monies for sessions/evaluations are payable in the form of cash, checks and major credit cards, bank transfers or Pay Pal.

If you prefer to use a credit card, please enter your information in Simple Practice when you schedule your next appointment or print a Credit Card Permission Form from the website and bring it to your next appointment.

The client will pay Brandi Adams, LMHC and Owner of Tree of Life Counseling, directly and she will provide the client with a Superbill to send to his/her insurance company for reimbursement. It is the patient's responsibility to contact his/her insurance company for authorization of his/her benefits for individual, group or couples' outpatient psychotherapy prior to your first visit at Tree of Life Counseling. It is important that you keep a record of with whom you speak and what you are told regarding your benefits. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. (This office only accepts PPOs). Managed Care plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this office has the option of using legal means to secure the payment. This will involve hiring a Collection Agency or going through small claims court. If such legal

action is necessary, its costs, including attorney's and court fees will be included in the claim. In most collection situations, the only information I release regarding a clients's treatment is his/her name, the nature of services provided, and the amount due. There is a thirty-five dollar (\$35) fee for all returned checks

PROFESSIONAL FEES

The fee for the initial 75-minute consultation is \$200. The fee for each individual 60-minute session is \$150. The fee for each couples' 60-minute session is \$175. The fee for each EMDR session is \$200. The fee for a customary 45-minute session is \$125. The 45-minute session is the time allotted by insurance companies for your appointments, hence, "customary".

In addition to these fees, I charge for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than five (5) minutes, attendance at meetings with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service(s) you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party

COURT PROCEEDINGS/SUBPOENA OF RECORDS

It is understood that the purpose of marital/couples therapy is for the amelioration of distress within a relationship. Therefore, if both partners request my services as a psychotherapist, they are expected not to use information given to me during the therapy process against the other party in a judicial setting of any kind, be it civil, criminal, or circuit. Likewise, neither party shall for any reason attempt to subpoena my testimony or my records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce case.

RELEASE OF RECORDS

Both partners must provide their consent to release marital/couples counseling records. If one partner does not provide consent, records will not be released. Course of Treatment The continued participation by each person is voluntary. Either participant may suspend or terminate the therapy at her or his individual request. I certify by my signature below that I have read, fully understand, and agree to abide by the stated policies

CONFIDENTIALITY AND TECHNOLOGY

Some clients may choose to use technology in their counseling sessions. This includes but is not limited to online counseling, telephone, email, text or chat. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your counselor will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should a client have concerns about the safety of their email, your counselor can arrange to encrypt email communication with you.

RECORD KEEPING

Your counselor may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically in HIPAA protected cloud storage, or in a paper file and stored in a locked cabinet in the counselor's office.

CREDENTIALS

I am a Licensed Mental Health Counselor in the state of Florida, MH 14635. I am a Certified Addictions Professional (CAP) in the state of Florida, ADC-007022-2015. I am EMDR trained and have been practicing for several years. I am a Certified Clinical Anxiety Treatment Professional (CCATP.) I am an experienced registered yoga teacher (ERYT-200).

CONTACTING

Non-emergency situations: 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. You may also e-mail me. While my e-mail address is HIPAA secure, I cannot guarantee

Emergency/Crisis Situations: Please contact your family physician or psychiatrist; go to the nearest emergency room; or call 9-1-1. Do not contact me initially in the event of an emergency, as I will most likely not be available immediately to tend to your needs. Once you are stabilized please contact me or have someone contact me on your behalf for the continuity of your care.

While I do my best to make myself available for clients when issues may arrive, there are limits to time spent communicating out of session without additional fees occurring. For calls beyond 5 minutes in length, please refer to my rate schedule.

CLIENT CONSENT TO PSYCHOTHERAPY

I have read this agreement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fees stated above. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.

I agree to undertake therapy with Brandi Adams, MS, LMHC, CAP at Tree of Life Counseling LLC. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Brandi Adams.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU

HAVE RECEIVED (AND HAVE FULL ACCESS TO) THE HIPAA NOTICE FORM DESCRIBED ABOVE

Client/Legal Guardian Signature _____
Date _____

Print name _____

Client/Legal Guardian Signature _____
Date _____

Print name _____