



Office Policies
General Information Agreement for Counseling/Therapy
Services and informed Consent for Counseling/Therapy

This form provides information that is additional to the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis .

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are, where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Lesley Hayes, LCSW that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant you may have the right to obtain psychotherapy records and/or testimony by Lesley Hayes, LCSW. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Lesley Hayes, LCSW will use her clinical judgment when revealing such information. Lesley Hayes, LCSW will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment (meaning clients who signed consents) that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination where Lesley Hayes, LCSW becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided as your emergency contact.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or in order to process the claims. If you so instruct Lesley Hayes, LCSW will provide only the minimum necessary information to the carrier. Lesley Hayes, LCSW has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally

accessed by law enforcement and other agencies, which also puts you in a vulnerable position. Lesley Hayes, LCSW may have a medical biller submit sessions to your insurance as a courtesy and this biller will have access to your demographic information and diagnosis code. The medical biller assisting Lesley Hayes, LCSW may call you to verify insurance. This is a courtesy to you and you may choose to not use insurance or pay in full and submit your own billing if you choose to do so - unless Lesley Hayes, LCSW is contracted with your insurance and you choose to use your Insurance for therapy.

LITIGATION: Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters. Clients and records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney is considering requesting Lesley Hayes, LCSW disclosure of the records, Lesley Hayes, LCSW will do her best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. Lesley Hayes, LCSW is NOT an expert witness. (See also relevant section above, "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW") The Board of Behavioral Health Examiners license and oversee counselors providing service and have the right to audit files.

CONSULTATION: Lesley Hayes, LCSW consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

TELEPRACTICE: The use of telehealth services is an effective way to deliver psychotherapy services. There are special considerations to consider when engaging in this type of therapy.

Confidentiality – There are inherent confidentiality risks with electronic communication. The services provided are via a HIPPA compliant platform. You should insure that your location is private when engaging in this type of service.

Potential for technology failure – If there is a problem with the technology, alternate means of contact (i.e. telephone) will be attempted or the session might need to be rescheduled.

Emergency procedures – If for some reason the therapist is not available for the session due to an unforeseen emergency, the therapist will contact you at the next opportunity to reschedule. Alternatively, you can contact my office at 602-694-9291.

Verification of attendant – If the session is audio only, the therapist will confirm your identity with address and date of birth.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to know that computers and unencrypted email, texts, and e-faxes communication (which is part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on Lesley Hayes, LCSW's laptop/computer is encrypted, emails, texts and e-fax are not. It is always a possibility those e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Lesley Hayes, LCSW's laptop/computer is equipped with a firewall, a virus protection and a password, and

she backs up all confidential information from her computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to Lesley Hayes, LCSW via unencrypted emails. Please notify Lesley Hayes, LCSW if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, Lesley Hayes, LCSW will assume that you have made an informed decision, Lesley Hayes, LCSW will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Lesley Hayes, LCSW's profession require that she keep treatment records for at least 7 years and 3 (years after a minor becomes 18 and is not in counseling with Lesley Hayes, LCSW after turning 18.) A.R.S. S12-2297. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Lesley Hayes, LCSW retains clinical records only as long as is mandated by Arizona law. If you have concerns regarding the treatment records, please discuss them with Lesley Hayes, LCSW. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Lesley Hayes, LCSW assesses that releasing such information might be harmful in any way. In such a case, Lesley Hayes, LCSW will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Lesley Hayes, LCSW will release information to the agency/person requested. When more than one client is involved in treatment, such as in cases of couple and family therapy, Lesley Hayes, LCSW will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) invoked in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Lesley Hayes, LCSW between sessions, please leave a message at **623-694-9291** and your call will be returned as soon as possible - typically within 24 hours during the Mon-Friday business week. Lesley Hayes, LCSW checks her messages a few times during the daytime only, unless she is out of town. To talk to someone right away call Psychiatric or Behavioral/Mental Health Emergency Services. (Maricopa County), **602-222-9444** (24-hour crisis line) (Phoenix area) or the Police, 911. Please do not use email, texts, phone messages or faxes for emergencies. Lesley Hayes, LCSW does not always check her email, phone messages or faxes daily. If Lesley Hayes, LCSW is incapacitated, please contact Carol Gegenheimer, PhD at **602-938-3323**.

PAYMENTS & INSURANCE REIMBURSEMENT:

For insurance company for reimbursement, if you so choose. Lesley Hayes, LCSW contracts with various insurance companies and will bill your insurance directly and only collect the co-pay or the deductible at the time of your appointment. If Lesley Hayes, LCSW bills your insurance she has hired a medical biller to assist in this billing Insurance process. This medical biller is trained in HIPAA and client confidentiality, as was indicated in the section, Health Insurance & Confidentiality of Records. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Lesley Hayes, LCSW can use legal or other means (courts, collection agencies, etc.) to obtain payment.

For self-pay or if you are handling your own insurance submittal: Clients are expected to pay the standard fee of \$200.00 for intakes and \$150.00 at the beginning of each session unless other arrangements have been made. The no-show fee, missed appointment or late cancellation fee with under 48 hours' notice is \$75.00. Lesley Hayes, LCSW may automatically charge your card on file for missed appointments unless other arrangements have been agreed upon between you and

Lesley Hayes, LCSW, such as your insurance discounted rate. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Notify Lesley Hayes, LCSW if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance not contracted with Lesley Hayes, LCSW should remember that professional services are rendered and charged to the clients and not to the insurance companies, Lesley Hayes, LCSW will provide you with a copy of your receipt per your request which you can then submit to your insurance company for reimbursement.

THE PROCESS OF THERAPY, EVALUATION AND SCOPE OF PRACTICE:

Participation in therapy is voluntary and can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Lesley Hayes, LCSW will ask for your feedback and views on your therapy and will expect you to respond openly and honestly. Sometimes more than one approach is helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Lesley Hayes, LCSW may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Lesley Hayes, LCSW is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. Lesley Hayes, LCSW provides neither custody evaluation recommendation nor medication or prescription recommendations nor legal advice, as these activities do not fall within her scope of practice. Discussing your compliance with medications (such as asking you what meds you take) in the interest of discussing progress may be addressed in session but Lesley Hayes, LCSW advises you to discuss all medical and medication management issues with your prescriber. You may withdraw from therapy services at any time.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Lesley Hayes, LCSW will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Lesley Hayes, LCSW's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first 1-2 sessions, Lesley Hayes, LCSW will assess if she can be of benefit to you. Lesley Hayes, LCSW does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Lesley Hayes, LCSW either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you several of referrals that may be of help to you. If you request it and authorize it

in writing, Lesley Hayes, LCSW will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Lesley Hayes, LCSW will give you several referrals that you may want to contact, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Lesley Hayes, LCSW will provide you with names of other qualified professionals whose service you might prefer.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Lesley Hayes, LCSW's objectivity, clinical judgment or can be exploitative in nature. Lesley Hayes, LCSW will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc. multiple relationships are at times unavoidable. Many clients have chosen Lesley Hayes, LCSW as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Lesley Hayes, LCSW will discuss with you the often-existing complexities, potential benefits and difficulties that may be invoked in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Lesley Hayes LCSW if the dual or multiple relationships becomes uncomfortable for you in any way. Lesley Hayes LCSW will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: Lesley is not allowed to accept friend requests from current or former clients on social networking sites, such as Facebook and doing so could compromise a client's privacy and confidentiality.

AUDIO OR VIDEO RECORDING: Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Lesley Hayes, LCSW.

CANCELLATION, Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full session fee of \$75.00 will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions. You are responsible for this fee. You are responsible to notify Lesley Hayes LCSW with any reasons out of your control that caused the late cancellation/missed appointment with Lesley Hayes, LCSW and it is not Lesley Hayes, LCSW's responsibility to contact you after a missed appointment but may do so as a courtesy.