

Disclosure and Informed Consent for Psychotherapy
Cynthia Tanaka Counseling and Consulting Services
291 S. Main St., Yuma, AZ, 85364
928 503 2049

Welcome to Cynthia Tanaka Counseling and Consulting Services (CTC&CS). This document contains important information about our services and policies. Please read it carefully, ask any questions you may have, and sign and date at the bottom. I am committed to providing psychotherapy services, including assessment and counseling/neurofeedback, toward your desired outcome. A clinical assessment or a professional, therapeutic counseling situation establishes a unique relationship between the two of us. In order to assist you in understanding the responsibilities and expectations involved in this professional relationship, I ask that you read and sign the following informed consent. Once the consent form is signed, we can schedule and conduct the first meeting. During the initial meeting I can answer any questions about the consent form and I will also verbally highlight the legal and ethical standards regarding Confidentiality. At any time, I am happy to provide you with a copy of your signed consent form.

Professional Disclosure

I received a B. A. in Psychology and Masters degree in Community Counseling from Adams State College. I am a Licensed Professional Counselor, (License #5724 CO #17585 AZ) Board Nationally Certified Counselor (#225756), Board Certified Clinical Mental Health Professional (#225756), Certified Clinical Trauma Professional (**D180714**), Certified Compassion Fatigue Professional, Certified Telebehavioral Professional.

Primary services I provide are assessments, counseling/psychotherapy, neurofeedback, interventions, seminar presentations, training, and consulting services. I have gained substantial experience in providing evidence-based treatments and conducting mental health evaluations, such as assessing neurocognitive functioning of children and adults. I have practiced in several different settings including private practice, non-profit community outpatient clinics, residential homes, public schools, and university counseling center. I also have had many opportunities to work with people from a broad array of backgrounds. Treatment modalities I provide are individual, couples, marital, family, and group therapy. I provide services for and enjoy speaking engagements on topics such as depression, anxiety, positive psychology and motivation, loss and grief, trauma and abuse.

By initialing and dating each page and signing this Agreement, I understand and agree to the following paragraphs include the structure and standards regarding your rights as a client and the specific arrangement for services. Cynthia Tanaka reserves the right to refer a client to another professional or appropriate resource/organization at any time if the client's needs and goals are not a good match for my skills or experience. Please take time to review the following information:

Treatment process and rights

Your treatment process will begin with one or more sessions devoted to an initial intake and/or mental health or neurofeedback assessment so that Cynthia Tanaka can better understand the most salient issues, your background, and any other factors that may be relevant. When the initial intake and/or assessment process is complete, we will discuss ways to treat the primary issue(s) and problem(s) that prompted your participation in the counseling process. In doing so, you will be asked to develop specific short-term and long-term goals that together equal a "fluid" treatment plan. You have the right and the obligation to participate in treatment decisions and in the development and periodic review and revision of your treatment plan. You also have the

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right to refuse any recommended treatment or to withdraw consent for treatment and to be advised of the potential consequences of such refusal or withdrawal.

Client-Psychotherapist relationship

The client–psychotherapist relationship is unique in that it is exclusively professional and therapeutic. In other words, it is usually inappropriate for a client and his or her contracted psychotherapist to spend time together socially. The purpose of these boundaries is to ensure that roles are clearly defined to help ensure the best methodology for your treatment and that your confidentiality is maintained. If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk directly with Cynthia Tanaka. Although never intentional, sometimes misunderstandings can inadvertently result in hurt feelings. Cynthia Tanaka would like the opportunity to address any issues that might get in the way of the therapy as soon as possible - this includes administrative or financial issues as well.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the Behavioral Health Provider and patient and the nature of the difficulties you are experiencing. Psychotherapy requires an active effort on your part. In order for therapy to be most successful, you will have to work on things discussed in sessions both during therapy and at home. Psychotherapy can have both risks and benefits. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anxiety, anger, and frustration. Psychotherapy has also been shown to have benefits, like improved relationships, solutions to specific problems, and reductions in feelings of distress. While the ultimate purpose of counseling is to reduce your distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through difficult personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you to counseling in the first place may result in changes that were not originally intended. Counseling and/or psychological assessment may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. 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 often frustrating. There is no guarantee that counseling will yield positive or intended results. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in individual or marital counseling.

If you are married and primarily seeking marital counseling, a single chart will be created in both spouses' names. Please be aware that if any party or entity requests records from a joint marital chart in the future, the signatures of both spouses must be obtained in order to voluntarily release any information. If you are a married couple seeking marital counseling and you would prefer separate charts in each of your names, please specifically request this and every effort will be made to accommodate your request. Important to note and agree upon for marital counseling/co-therapy or in multi-client cases: By signing this Informed Consent, you are agreeing that any information you disclose is acceptable to share with the other spouse or other client(s) in the treatment process with you. In other words, in marital counseling or co-therapy, secretive information will not be confidentially held between one of the clients and Cynthia Tanaka and subsequently withheld from the other spouse; Cynthia Tanaka will not agree to hold any secretive information between the spouses. Unless Cynthia Tanaka believes that there is imminent danger to one of the spouses if the disclosed information is shared, all information shared by each spouse is free to be shared with the other spouse, even if that particular information was originally shared in an individual session or by phone or email. If you have any questions regarding this ethical stance and preference, please ask me before you sign this agreement.

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Availability of Services

Every effort is made to answer phone calls and email requests in a timely manner within 24 hours and phone messages and emails are not typically returned outside of normal business hours (9-5). While CTC&CS makes every effort to respond in an appropriate manner, CTC&CS does not have the capability to respond immediately to counseling or medical emergencies. True emergencies should be directed to the community emergency services (911) or to the local crisis hotlines: Nursewise 866 495 6735

Established clients with an urgent need to make contact may call CTC&CS and every effort to respond as soon as possible will be made, but an immediate response is not guaranteed. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation. In most cases, while exceptions do apply, Cynthia Tanaka will make efforts to respond to phone calls or emails within 24 hours. Appointments Regular attendance at your scheduled appointments is one of the keys to a successful outcome in counseling. For a regular counseling session, Cynthia Tanaka reserves 75 minutes for each client appointment.

Agreement to Pay for Professional Services

Currently, debit or credit (Visa or Mastercard, as well as Discover Card and American Express), personal checks, business checks, and cash are all accepted as forms of payment. Cynthia Tanaka reserves the right to change any fees with 30 days notice posted in the office. Please be aware, returned check fees are \$35.00 per returned check plus any other fees the bank may assess CTC&CS. You have the right to be informed of all fees that you are required to pay and to be informed about the refund and collection policies. Please discuss these with me or the administrative assistant if you have any concerns.

Financial Payment is expected at the time the service is rendered. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees. Currently, the fee for an initial 90-minute intake/evaluation session is \$175.00 and the fee for an individual 75-minute counseling/psychotherapy/neurofeedback session is \$95.00; the fee for a 90-minute marital or family session is \$150.00. Appointments canceled at the last minute are very detrimental to my practice as it disallows other clients the use of that particular time slot. Therefore, please notify Cynthia Tanaka or the office administrator a minimum of one full business day (24 hours), Monday through Friday, prior to a cancellation. Please note, Saturdays, Sundays, and national holidays are not considered business days; we are not usually in the office on weekends and holidays and a cancellation on a Friday evening or a weekend day may not allow for 24 hour notice. You will be financially responsible for appointments you fail to cancel in accordance with this 24-hour policy. You agree to pay for late cancelled appointments or those where you fail to give enough notice that you will not attend. (The only exceptions are unforeseen or unavoidable situations arising suddenly.) Please note: *If you do miss a scheduled appointment for any reason, and you do not call our office within 30 days to reschedule, Cynthia Tanaka will accept that as your notice that you have terminated this Agreement and that you wish to discontinue counseling or any other professional services. At that time, your case will be closed; however, you understand and accept that you are fully responsible for any unpaid fees.*

While payment is due at the time services are rendered, there are unique times and individual cases in which fees are assessed and a balance becomes due. If a client has a balance due, the office will contact and inform the client either by phone, email or mail of this balance. If the balance is not paid in a timely manner, the client will be informed of any possible additional late fees and collection fees that might be incurred. If the unpaid balance is more than ninety (90) days past due and no payment plan has been agreed upon by the parties, a \$90.00 late fee will be assessed to the account. Additionally, if an account is more than ninety (90) days past due and repeated attempts to contact the client(s) are unsuccessful or the client(s) is/are informed to remit payment and

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the request for payment is refused, Cynthia Tanaka and CTC&CS reserves the right to utilize other third party collections agencies to then assume the responsibility for collections; the unpaid balance may be submitted to a collections agency if not paid in a timely manner. In the event that a third party collections agency is utilized to pursue and collect payments, please be aware that only the necessary demographic information needed in order for the third party to locate and contact the client will be disseminated. No other personal or confidential information related to any diagnoses, treatment, or other sensitive "HIPAA-related" information will be provided to the third party. However, please note that Cynthia Tanaka's name, occupation, and information about CTC&CS will be provided to the third party as allowed by law and HIPAA regulations in order to establish a business relationship with the third party, thus allowing the third party to pursue collections. Cynthia Tanaka will make every effort to work with clients to create a payment plan on a case by case basis if necessary, however, this is an exception; normally payment will be collected at the time of service. If you feel you are in need of a payment plan, please speak directly to office personnel.

Insurance

At the time you check out, you will be provided with a "superbill" which many clients use to subsequently submit to their insurance companies for possible "out-of-network," direct-to-client reimbursement. It is recommended that you contact your insurance provider before you initiate any psychotherapy or other professional services to identify what is and is not covered by your unique insurance plan. Please note, at times, insurance clients may find that their mental health coverage has been "carved out" to another insurance provider. In all cases, however, payment is due at the time of service and is ultimately the responsibility of the client, not an insurance company.

Third-Party Contracting Client. Organizations, employers, individuals and any other third-party payers that wish to contract as the primary client in order to provide clinical services for an individual, such as an employee, are doing so with the knowledge that they will be solely financially responsible for services rendered. Unique contracts can be created to address your unique organizational needs.

Privacy, Confidentiality, and Records

Behavioral Health Providers and Primary Care Providers work collaboratively at Cynthia Tanaka Counseling and Consulting Services. Therefore, they may exchange information as needed and/or appropriate. There is no confidentiality between your Behavioral Health Provider and Primary Care Provider. Psychotherapy session notes will be kept as part of your electronic medical chart. Your Behavioral Health Provider will have access to your medical notes, and your primary Care Provider will have access to your therapy notes. We work in this manner because we believe it will provide you with the best, most comprehensive care.

Privacy practices at Cynthia Tanaka Counseling and Consulting Services are in compliance with HIPAA (Health Insurance Portability and Accountability Act of 1996) guidelines as well as with state law. In general, information disclosed to a licensed Behavioral Health Provider is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Arizona without your consent.

All communications and records created in the professional treatment process of psychotherapy or other professional services are held in the strictest confidence according to HIPAA privacy and security regulations. However, there are numerous exceptions to confidentiality, as defined in the state and federal statutes. Examples of the most common of these exceptions are:

- You have signed a written release of information.
- You are a danger to yourself or another. Threats of endangerment to self or others must be reported to both the authorities & the intended victim.

Client Initials: _____

- The abuse or neglect of a child, elderly, or disabled person is suspected, has occurred or is occurring.
- In response to any legal action taken by you against this agency.
- You are gravely disabled or unable to care for yourself.
- Disclosure is allowed by a court order.
- Disclosure is necessitated by a medical emergency.
- A criminal or delinquency proceeding is involved. (Except in the case of information given to a licensed psychologist, legal confidentiality does not apply in criminal or delinquency proceedings).

If a legal exception arises during therapy, if feasible, you will be informed accordingly. Please note, a subpoena issued by an attorney does not automatically guarantee the release of records. In most instances where a subpoena has been issued, the client must still sign a release of information authorizing the release of records. Also, by signing this informed consent agreement, you are agreeing not to audio or video tape any of the interactions (psychotherapy, assessment session, phone consult, etc.) with Cynthia Tanaka or any CTC&CS personnel. Audio or video taped sessions cannot be guaranteed to remain confidential outside of this office and therefore, they are not usually permitted. This agreement can be amended with prior written authorization signed by Cynthia Tanaka, and all other parties involved.

Cynthia Tanaka also participates in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and to give my clients the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the case issues are discussed along with the treatment approaches and methodology. There are also numerous other circumstances when information may be released including: when disclosure is required by the Arizona Board of Behavioral Health Examiners; when a lawsuit might be filed; to comply with worker compensation laws; to comply with the USA Patriot Act; and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. Please verbalize any concerns if there are further questions regarding your confidentiality. Please note, progress notes and other chart records may also include phone and email communication between the client and Cynthia Tanaka, office staff, and (if a release is signed) with other individuals involved in treatment. Any messages that a client might leave on voicemails, text messages, and/or emails may be printed out or transcribed and entered in to the client chart records at any time to ensure proper documentation of any client interactions.

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Client consent for evaluation and treatment

I acknowledge that I have received, have read (or have had read to me), and understand the Disclosure Statement and/or other information about the therapy I am considering. I have had all my questions answered fully. I have been informed of my clinician’s degrees, credentials, & licenses. I have read the preceding information, it has also been provided verbally, and I understand my rights as a client or as the client’s responsible part.

I do hereby seek and consent to take part in the treatment by the therapist named below. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.

I am aware that I may stop my treatment with this therapist at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been court-ordered, I will have to answer to the court.) It is agreed that either party, client or provider, may discontinue the evaluation and treatment process at any time and that the client is free to accept or reject the treatment provided.

I know that I must call to cancel an appointment at least 24 hours (1 day) before the time of the appointment. If I do not cancel and do not show up, I will be charged for that appointment.

I am aware that an agent of my insurance company or other third-party payer may be given information about the type(s), cost(s), date(s), and providers of any services or treatments I receive. I understand that if payment for the services I receive here is not made, the therapist may stop my treatment. If for any reason, a debt is built up to the therapist; the therapist reserves the right to use a debt collection agency or small claims court.

In the case of minor children, I hereby affirm that I am a custodial parent or legal guardian with legal decision making power allowing me to authorize mental health services for the child(ren) and that I authorize services for the child(ren) under the terms of this agreement.

In the case of minor child(ren) or adolescent(s) (under age 18), please specify the following:

Full name of minor: _____ DOB _____ Relationship: _____
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I have read & understand the terms of this document. Consent is hereby given for evaluation and treatment under the terms described in this Agreement. My signature below shows that I understand and agree with all of these statements.

Signature of client (or person acting for client) Date

Printed name Relationship to client (if necessary)

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If signed by Responsible Party, please state relationship to client and authority to consent:

Additional Signature of Consenting Adult if Needed for Minor Child(ren) or for Marital Counseling

Signature: _____ Date: _____

I, the therapist, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this person's behavior and responses give me no reason to believe that this person is not fully capable to give informed and willing consent.

Signature of therapist

Date

Copy accepted by client Copy kept by therapist

Client Initials: _____

Notice of Privacy Practices (Brief Version)

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

My commitment to your privacy

My practice is dedicated to maintaining the privacy of your personal health information as part of providing professional care. I am also required by law to keep your information private. These laws are complicated, but I must give you this important information. This is a shorter version of the attached, full, legally required notice of privacy practices. Please talk with me about any questions or problems.

How I use and disclose your protected health information with your consent

I will use the information I collect about you mainly to provide you with **treatment**, to arrange **payment** for our services, and for some other business activities that are called, in the law, **health care operations**. After you have read this notice I will ask you to sign a **consent form** to let us use and share your information in these ways. If you do not consent and sign this form, I cannot treat you. If I want to use or send, share, or release your information for other purposes, I will discuss this with you and ask you to sign an authorization form to allow this.

Disclosing your health information without your consent

There are some times when the laws require us to use or share your information. For example:

1. When there is a serious threat to your or another's health and safety or to the public. I will only share information with persons who are able to help prevent or reduce the threat.
2. When I am required to do so by lawsuits and other legal or court proceedings.
3. If a law enforcement official requires us to do so.
4. For workers' compensation and similar benefit programs.

There are some other rare situations. They are described in the longer version of our notice of privacy practices.

Your rights regarding your health information

1. You can ask me to communicate with you in a particular way or at a certain place that is more private for you. For example, you can ask me to call you at home, and not at work, to schedule or cancel an appointment. I will try our best to do as you ask.
2. You can ask me to limit what I tell people involved in your care or the payment for your care, such as family members and friends.
3. You have the right to look at the health information I have about you, such as your medical and billing records. You can get a copy of these records, but I may charge you for it.
4. If you believe that the information in your records is incorrect or missing something important, you can ask me to make additions to your records to correct the situation. You have to make this request in writing and send it and you must also tell me the reasons you want to make the changes.
5. You have the right to a copy of this notice. If I change this notice, I will post the new version in our waiting area
6. You have the right to file a complaint if you believe your privacy rights have been violated. You can file a complaint with the Secretary of the U.S. Department of Health and Human Services. All complaints must be in writing. Filing a complaint will not change the health care I provide to you in any way. Also, you may have other rights that are granted to you by the laws of our state, and these may be the same as or different from the rights described above. I will be happy to discuss these situations with you now or as they arise. If you have any questions regarding this notice or our health information privacy policies, please contact by phone at or by e-mail.

The effective date of this notice is December 1, 2020

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Consent to Use and Disclose Your Health Information

This form is an agreement between you, and me/us, When I use the words “you” and “your” below, this can mean you, your child, a relative, or some other person if you have written his or her name here: .

When I examine, test, diagnose, treat, or refer you, I will be collecting what the law calls “protected health information” (PHI) about you. I need to use this information in our office to decide on what treatment is best for you and to provide treatment to you. I may also share this information with others to arrange payment for your treatment, to help carry out certain business or government functions, or to help provide other treatment to you. By signing this form, you are also agreeing to let us use your PHI and to send it to others for the purposes described above. Your signature below acknowledges that you have read or heard our notice of privacy practices, which explains in more detail what your rights are and how I can use and share your information.

If you do not sign this form agreeing to our privacy practices, I cannot treat you. In the future, I may change how I use and share your information, and so I may change our notice of privacy practices. If I do change it, you can get a copy by calling us at, 928 503 2049.

If you are concerned about your PHI, you have the right to ask us not to use or share some of it for treatment, payment, or administrative purposes. You will have to tell us what you want in writing. Although I will try to respect your wishes, I am not required to accept these limitations. However, if I do agree, I promise to do as you asked. After you have signed this consent, you have the right to revoke it by writing. I will then stop using or sharing your PHI, but I may already have used or shared some of it, and I cannot change that.

Signature of client or his or her personal representative Date

Printed name of client or personal representative Relationship to the client

Description of personal representative’s authority



Signature of authorized representative of this office or practice

Date of NPP: December 2020

Copy given to the client/parent/personal representative

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