



Informed Consent Form for Family Counseling
Diana Bermudez, PhD, LPC
2219 N Columbus St. Suite 202, Arlington, VA 22207
Cell: (703) 868-3439
Licensed Professional Counselor #0701005719

Welcome to Amare Counseling and Education LLC! This document will tell you about my services of counseling/therapy and business policies, according to 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 for the purposes of health treatment, payment, and operations). When you sign this document, it will also represent an agreement between us. If children will participate in counseling, I will ask both parents to give informed consent for them. In addition, I will explain to the children the purpose of counseling and ask them if they agree. Although children do not formally consent to receive counseling, it is appropriate to help them participate in making decisions about their wellbeing.

We can discuss any questions you have now or at any time in the future.

DESCRIPTION OF SERVICES

Counseling has both benefits and risks. Risks may include experiencing uncomfortable feelings, because the process of healing often requires discussing the unpleasant aspects of your life, making changes, and adjusting to changes. The benefits of counseling include reduction in distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. However, I cannot guarantee specific outcomes because counseling is a collaborative process and unique to each client. Making progress requires a very active effort on your part, specially making changes in your thinking, feelings and behavior, outside of sessions.

The nature of the services is family counseling, and I consider the entire family my clients. Family counseling requires an effort to attend the sessions together, coordinate schedules, choose the counseling goals and make decisions together. I prefer that we meet when all family members are available. This helps me to hear the points of view of all family members as objectively as possible, and to facilitate building trust and clear communication without keeping information from each other.

However, we may meet without one or more of the family members occasionally, as long as all family members agree. In this case, we can inform the absent family members of what I consider is relevant at the time of the next family session.

I may have some individual sessions with the child as needed, to address a specific child-centered goal, with the agreement of the parents. Still, it is essential for the child's improvement that the parent(s) remain engaged in family sessions.

We will use a number of therapeutic techniques; including art therapy, play

therapy, cognitive-behavioral therapy, psycho-education, mindfulness, experiential exercises; and client-centered therapy. Parents' participation in play and art is essential.

The first session is an intake interview with the parents for assessment of the needs. By the end of the intake, we will discuss your treatment goals, frequency of appointments, and who will participate. The following 3-4 sessions will involve non-directive play/art with the purpose of building rapport/trust and observing/assessing the family dynamics and personalities with minimal interference from me. I typically do not provide recommendations during this initial period of assessment, unless there is a pressing concern about safety. We will discuss progress towards your counseling goals approximately every other month in a parent-only session. If you have questions about my therapeutic style or procedures, we should discuss them as soon as they arise.

In the event that your child shows unsafe behaviors in my office that you are not able to stop, such as hitting, throwing objects, climbing on furniture or self-harm; I will use a safe hold for which I am trained, in order ensure everyone's safety.

I am a Licensed Professional Counselor in Virginia (#0701005719), with a PhD in Counseling and MA in Art Therapy from the George Washington University; play therapy training from the Starbright Training Institute and the Theraplay Institute. I also receive clinical supervision with Dr. Cheryl Doby-Copeland, to improve service quality.

ONLINE SERVICES

I offer online video therapy (also known as tele-health) only under circumstances that prevent us from meeting in person. To protect your privacy, I use the Zoom platform, which meets the online privacy requirements of the HIPAA law. As a Licensed Professional Counselor in Virginia, I can only provide this service while you and I are physically located in Virginia at the time of the session.

Please be aware that for online therapy sessions you will need a private space, where others cannot hear or see you. You will be responsible for ensuring your privacy, as I am not able to do so at a distance. Please do not store in your computer any information related to your counseling, as it can be stolen or hacked.

Online communication has some additional risks, such as malfunctioning of the Zoom platform, internet service interruptions, and losing the connection temporarily. If we experienced these challenges, we would temporarily communicate by phone without video, until the technical issues are resolved. I am not able to provide crisis-intervention services in the event that a client is at risk of hurting themselves or others. In the case of such a mental-health emergency, please 1) contact the Emergency Mental Health Services of the county where you live (I can provide these numbers for you and they are listed online), 2) go to your Local Hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call.

Young children may not be as engaged in online sessions, compared to in-person sessions. The parent must assist with expectations and encouragement to participate. If circumstances warrant online video counseling, we would first ensure that this modality is beneficial to you. Otherwise, I will provide referrals to alternative services.

PROFESSIONAL FEES AND PAYMENT

My fee for 60-minute sessions is \$220, and for 90-minute sessions \$340. Payment must be made within a week from the time of the appointment, by check, cash or credit

card. I use the Square online platform to process credit/debit card payments. If you refuse to pay the fees, I reserve the right to use an attorney or collection agency to secure payment.

I charge the same fees for other professional services that you may require such as writing letters/e-mails, telephone conversations that last longer than 15 minutes, and attendance at meetings or consultations with other professionals. If you anticipate becoming involved in a court case, I recommend that we discuss how this impacts your right to confidentiality. If your case requires my participation, I will expect you to pay for the professional time required even if another party asks me to testify.

At this time, I do not receive health insurance payments. If you have health insurance coverage, I will send you a receipt (superbill) that you can submit to your insurance company for reimbursement directly to you. I send superbills monthly, on the 8th day for the previous month. Please inquire with your insurance company regarding reimbursement for services with an out-of-network providers, the number of sessions covered in a year, and whether your plan has a deductible. I will need to assess for at least 4 family sessions in order to assign the diagnostic code that is required by insurance companies. You accept full responsibility for payments, insurance reimbursement claims, and any difficulties related to this.

CANCELLATIONS AND LATE ARRIVAL

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, please agree to pay for the full fee of the missed session, unless it was due to an emergency or illness. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time. If you are late, your appointment will end at the regular time and cost the hourly rate.

ENDING COUNSELING

Your participation in therapy is voluntary and you have the right to end therapy at any time. If my services are not helping you, I will be happy to recommend another mental health professional at any point. My priority is that you find the most beneficial services, whether it is with me or with another professional.

If this is the case, I encourage you to talk with me about the reason for your decision in a counseling session together. I ask that you allow for one farewell session for us to review what we've done, to provide recommendations/referrals for additional treatment, and to offer feedback to each other. A farewell session is particularly beneficial for children to end with a positive experience and be open to doing therapy with any provider in the future.

Likewise, at my discretion, I reserve the right to end our work together and provide you with appropriate referrals, for reasons including, but not limited to, failure to participate in therapy, conflicts of interest, non-payment of fees, safety concerns, or if I do not have the training to help you with specialized issues, such as substance abuse.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the services that I provide. Your records will be documented in TheraNest/Ensora Health, an electronic health records

system that complies with HIPAA requirements. I will keep the printed records and questionnaires in a secure location in my home office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. The records will be shredded when they are no longer required by law, that is 7 years after the end of counseling for adults, and 7 years after the child becomes 18 years old.

You have the right to a copy of your file. These are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents.

Please be aware that family counseling records involve information about all participating family members. As a result, an adult family member can request family counseling records that indicate you participated in a family session for their own use. Also, your child's parent (with full or partial custody), who may not be participating in the counseling, has the right to request records about counseling that his/her child has received, without your consent.

If I decline your request for access to your records for ethical reasons (for example, if this poses a danger to yourself), you have the right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be provided to any other health care provider at your written request, with the limitations of your choice.

CONFIDENTIALITY

With very few exceptions, the information discussed during our sessions and all documentation (written or in any other medium) is kept private and confidential.

Some very important exceptions to confidentiality are:

1. If there is a court order for the therapist to testify, or to provide the client's notes.
2. If I learn that you intend to hurt yourself or another person, I may need to call 911 to ensure everyone's safety.
3. If I learn or suspect that a child, disabled adult or elderly person is being abused or neglected, I must report to the protective authorities.

In addition, if any member of the family shares with me something individually, for example by phone or e-mail, I will inform the other family members in the next session in an effort to avoid miscommunications and build the trust.

CONTACTING ME

I am often not immediately available by telephone. At these times, you may leave a message on my confidential voice mail and I will return your call 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, 1) contact the Emergency Mental Health Services of the county where you live (I can provide these numbers for you and they are listed in the phone book), 2) go to your Local Hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call.

We may communicate by regular e-mail or text only for the purpose of scheduling

or cancellations (if at least 24 hours before the appointment). Please do not include any private information in e-mails or texts, as others may read them inadvertently. I do not use social media with clients. In the case that you need to communicate important information in the time between sessions, please send me a secure e-mail through Theranest/Ensora Health portal, or a regular e-mail requesting to schedule a phone call.

Please inform all other adult members of the family when you communicate with me outside of sessions, such as by e-mail or phone call. Unfortunately, the Theranest/Ensora Health secure e-mail does not allow users to cc other users. Therefore, when I respond to your e-mail, I will cc your other adult family members, and will include your original e-mail for their information.

IN MY ABSENCE

In the event that I am unavailable, pass away or become incapacitated, my colleague Dr. Manal Abukishk can offer an urgent psychotherapy consult, (202) 390-2739, manal2psycho@gmail.com.

Please note that I typically take time off on federal holidays, 2 weeks in December and 2 weeks in the summer.

OTHER RIGHTS

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.

Please note that my services comply with the Virginia Department of Health Professions. If you or one of the parents of your child reside in another state, the laws governing mental health services for that state are not relevant to my services.

To file a complaint of illegal or unethical counseling practices, please contact the Virginia Department of Health Professions at 800-533-1560.

CONSENT TO PARTICIPATE IN COUNSELING

Your signature below indicates that we have discussed this agreement and your questions, and you agree to the terms of counseling for yourself and your child(ren).

Signature of Client or Personal Representative

Date

Printed Name of Client or Personal Representative

Printed Name(s) of Child(ren)

Child's date of birth