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Informed Consent and Agreement for Psychotherapy Services

Office Hours: My office hours are by appointment. Emergency phone calls are not accepted while in a counseling session. My voicemail is available 24 hours for messages. If there is a life threatening emergency contact 911 or the Suicide Hotline at 1-800-273-8255 immediately.

Appointments: The therapy session is 50 minutes. I schedule my own appointments and make arrangements at your convenience. If you need to cancel an appointment please give me at least 24 hours notice. Failure to provide notice generally means that some other person is not able to use the appointment time that has been reserved for you. My policy is to charge for missed appointments at your full rate, unless you have canceled 24 hours in advance. Emergency cancellations (less than 24 hours) are handled on an individual basis.

Confidentiality (HIPPA): You have rights to keep what you communicate with me in private. Your record will not be disclosed unless you direct me to do so or unless the law compels me to do so, as I am a mandated reporter. Information communicated to me is protected by professional ethics and state and federal law and will not be disclosed unless you provide written permission. I use and disclose your protected health information (PHI) for treatment, payment or health care operations purposes. By signing this consent you give permission to use and disclose your PHI for purposes of treatment, payment and health care operations.

- **Emergencies:** Your protected health information will be disclosed if there is an emergency as needed to enable people to care for you. Otherwise you must sign a release to be able to talk to any family, friends, etc...
- **Insurance Companies:** There are some that require treatment plans, diagnosis, progress notes, or the entire record, which is part of your permanent record. A consent form must be signed by you before I can release such information.
- **Disclosure to health oversight agencies:** I am legally obligated to disclose protected health information to certain government agencies, including the Federal Department of Health and Human Services.
- **Disclosure to child protection agencies:** I will disclose protected health information as needed to comply with state law requiring reports of suspected incidents of child abuse or neglect or elder abuse or neglect.

There are other disclosures in which I may be required by law to disclose protected health information without your written permission. They include disclosures made:

- If you seriously threaten to harm another individual, I must warn that individual and the authorities.
- If a court orders me to testify about you, I must do so.
- If I am treating you under court order, I must report my findings to the court.
- Insurance companies or EAP may be given information to the insurance company or their agent about your diagnosis and treatment.
- To public health authorities;
- To law enforcement officials in some circumstances;
- To correctional institutions regarding inmates;
- To federal officials for lawful military or intelligence activities;
- To coroners, medical examiners and funeral directors;
- To researchers involved in approved research projects; and
- As otherwise required by law.

Due to confidentiality, I am unable to respond to your emails regarding counseling issues.

Social Networking: I do not accept friend requests from current or former clients on social network sites, such as Facebook, etc... I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

E-Mails, Cell Phones, Computers, and Faxes: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, 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 e-mails, text and e-faxes that go through them. While data with client information is encrypted, e-mails and e-faxes are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office. My computer client information is equipped with a firewall, a virus protection and a password, and I back up all confidential information from my computer on a regular basis onto an encrypted hard-drive. Please notify me if you decide to avoid or limit, in any way, the use of

e-mail, texts, cell phone calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters. **Please do not use texts, e-mail, voice mail, or faxes for emergencies.**

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep treatment records for at least 7 years. Unless otherwise agreed to be necessary I retain clinical records only as long as is mandated by Florida law. If you have concerns regarding the treatment records, please discuss them with me. 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 I assess the releasing such information might be harmful in any way. In such a case, I 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, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations for all the adults (or all those who legally can authorize such a release) involved in the treatment.

Termination of Therapy Services: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not work with clients who, in my opinion, I cannot help. In such a case, if appropriate, I will give you referrals that you can contact. If at any point during the therapy, I either assess that I am ineffective in helping you reach the therapeutic goals or perceive you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, I will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, I may give a referral that may be of help to you. At any time you have the right to discontinue therapy. You will only have to pay for any sessions you have received.

Fees: Sessions are \$225 for individuals and couples, and \$300 for family sessions. Payment for the session is due at the end of the session. Payment will be accepted via credit card.. The session rate is for 50 minute sessions. If sessions go over, you will be charged \$5 per minute.. Phone calls under 5 minutes are customary, as are initial consultations. Phone calls above 5 minutes will be billed at a rate of \$50 per fifteen minutes. Any phone call over 15 minutes will be billed at your regular rate and will be considered a treatment session.