



## Client Agreement/Informed Consent

### **Overview:**

Imara Counseling Services (ICS) is an independent counseling agency, owned and operated by David I. Defoe, LCPC, and has no relationship with any managed care or insurance company. We do not accept third party reimbursement and are therefore under no obligation to such entities with regard to client services or information. Our psychotherapy services are offered to individual adults, couples, families, and children, usually on a once-per-week basis.

### **Services Offered:**

Our psychotherapy services are typically offered on a once-per-week basis, but is actually determined by the type of services provided. Although there are many definitions and philosophies of psychotherapy, our therapists will offer their own unique approach to treatment in unison with your goals, desires and preferences, the following is a brief description of ICS's philosophy of the services we provide:

*Psychotherapy in its broadest definition is about growth. It is about living more authentically and autonomously by removing defenses and other "survival" responses that were developed during one's life, most often in childhood. One goal of therapy is to replace these functional, yet no longer appropriate, patterns with responses that are more congruent with the individuals' present life and social environment. During the initial stages of therapy, an understanding of the process and a beginning awareness of the underlying issues take place.*

*During the intermediate stages of psychotherapy, the initial awareness and understanding progress to a more active status, in which old patterns begin to be replaced with more appropriate, healthy responses. Functionality increases, while negative emotional responses and behaviors decrease.*

*A client becoming increasingly able to continue the growth process on their own designates the final stages of therapy. They in essence, and again to varying degrees, become their own therapist, and responsible for their own mental/emotional stability. The safety and support of the therapeutic medium has been replaced with an internal autonomy and authenticity, allowing them to face their own issues, and adjust their psychological course as necessary and desired.*

### **Confidentiality:**

I understand that Maryland state law requires that information provided to mental health practitioners remain confidential, and ICS makes every effort to ensure confidentiality is maintained with respect to all aspects of your treatment. As an ICS client, you agree to the following exceptions to confidentiality, in which case information may be disclosed to the appropriate authorities/agencies/individuals:

- If your therapist has reason to believe that you may harm yourself or others.
- If your therapist has reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or has a disability.
- Ordered disclosure by state or federal courts.

In addition, ICS requires disclosure of information in the following circumstances:

- A signed release form granting permission to designated third parties to receive information (as needed).
- In the case of minors, parents or legal guardians have access to their child's records, unless emancipated.

In the rare case that emails or text messages are exchanged between therapist and client with therapy related discussions, confidentiality is not guaranteed but will be protected to the best of our ability.

### **Appointment Scheduling/Attendance/Cancellation:**

The primary service offered by ICS is weekly psychotherapy, or bi-weekly couple's/family counseling. The time and day of your appointment should be coordinated with your therapist.



Regular psychotherapy promotes faster healing and progress, so it is important that you attend your scheduled therapy session consistently. The agency policies are outlined below.

- If I cannot attend a session, I agree to notify my therapist at least 24 hours in advance whenever possible.
- I understand that I will be charged for any session cancelled with less than 24-hours notice.
- Your therapist reserves the right to transfer/terminate services at any time, for any reason they consider therapeutically appropriate.

There are policies/procedures in place allowing for exceptions to the above policy. Please discuss any concerns or special circumstances you may have with your therapist. Please note that exceptions to the above attendance policy do not necessarily relieve responsibility for payment of those sessions.

If your therapist is involved in an emergency, please be aware that every effort will be made to appropriately contact you to make future arrangements.

**Length and number of sessions:**

Sessions typically last 50 minutes. They are expected to begin promptly, and end at the scheduled time. Although it is understood that there may be instances when you arrive late for a session, late arrival will not extend the scheduled ending time for the session. Your therapist is also expected to be on time, and will offer appropriate remedy if late, such as making the time up, prorating the fee, etc. The total number of sessions is dependent on a number of factors including your goals, timeframe, rate of progress, etc. It should be noted again that psychotherapy resulting in lasting change is often a long-term process, lasting several months or longer. Please discuss any issues/concerns you have with your therapist so that an appropriate treatment plan can be formulated which will best suit your needs/desires.

**Fee/Payment:**

Your fee for service will be determined by your therapist. With regard to payment for services:

- Payment is due at the time of service delivery. Checks are to be made payable to David Defoe
- I agree to pay a \$20.00 service charge for each check that is returned to David Defoe.
- If my therapist and I have arranged payment based on a sliding scale, I agree to notify my therapist of changes in my income or household size that could affect my fee.

I agree to pay \$\_\_\_\_\_ for each 50 min session, or \$\_\_\_\_\_ for each 75 min session.

**Risks of Counseling:**

There are certain risks associated with the counseling process that should be understood before work progresses. These risks are sometimes associated with lack of knowledge regarding the therapeutic process, while most, when experienced, are direct consequences of positive therapeutic movement. Some of the more common risks that you should be aware of are:

- Long-lasting psychological change often requires a significant investment of time, often longer than a client's initial perception.
- Clients often experience deterioration in emotional and psychological stability at different times during the therapeutic process. This often occurs during the beginning stages of therapy, but may occur at any point, often brought on by an awareness of previously unconscious, emotionally-laden material.
- Relationships are often affected as a result of therapy. Significant relationships will often experience varying degrees of tension. This is often the most prevalent within family relationships, but may extend beyond into one's social and professional life.



**Therapeutic Relationship:**

The relationship between therapist and client is the container through which client change can take place. As such, it is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapy office. Although this is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment. As such, your therapist cannot be expected to be involved in a social relationship or friendship of any kind that exists outside of the therapy. In the rare case that a dual relationship is present, every effort will be made to establish and maintain therapeutic boundaries.

**Therapist Orientation and Credentials:**

There are many different approaches to the therapeutic process. Your therapist will work with you to provide you with the most appropriate interventions for your particular issue(s)/goals. Please discuss any concerns or questions you have regarding your treatment with your therapist at any time during the process.

**Confidentiality With Regard To Minors:**

The parents or legal guardians of ICS clients under the age of 18 have the right to access their child's psychological records. The exception to this is in the case of an emancipated minor. A minor is emancipated if he or she is on active duty with the armed services, is married, or is 16 years of age or older and resides separate and apart from his/her parents, managing conservator, or guardian and manages his/her own financial affairs. Your child's therapist will discuss with you the limitations, procedures, and implications with regard to your child's records and progress.

**Termination of Therapy:**

The therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the client needs are outside of the therapist's scope of competence or practice, or the client is not making adequate progress in therapy.

The client (or the parents if the client is a minor) has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the therapist will generally recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. The therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the client.

**Grievance/Complaint:**

I understand that I have the right to file a confidential grievance if I have an unresolved concern regarding my therapy/therapist, or any issue involving any representative of ICS. Any grievance should be in written form and addressed to:

David I. Defoe, LCPC  
Imara Counseling Services  
8101 Sandy Spring Road, Suite 250-Q  
Laurel, Maryland 20707

For complaints involving post-graduate and licensed therapists, you may also contact the appropriate licensing board listed below:

- Maryland State Board of Professional Counselors and Therapists
- 4201 Patterson Avenue, Baltimore, MD 21215 (410) 764-4877



## Privacy Notice

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

**If you have any questions about this notice, please contact your therapist at Imara Counseling Services.**

### **OUR PRIVACY COMMITMENT TO YOU**

Your privacy is of utmost importance to us. The information we have about you will be held to the highest levels of confidentiality. We are required by law to give you a notice of our privacy practices and to maintain the privacy of your confidential information. Unless you give us permission in writing, we will only disclose your information when we are ethically or legally required to do so.

### **WHO WILL FOLLOW THIS NOTICE**

This notice describes the information privacy practices followed by our employees. The practices described in this notice will also be followed by agency employees and/or volunteers you consult with by telephone.

### **Your Confidential Information**

This notice applies to the information and records we have about your counseling, mental health status, and the care and services you receive at this office.

We are required by law to give you this notice. It will tell you about the ways in which we may use and disclose information about you and describes your rights and our obligations regarding the use and disclosure of that information.

### **HOW WE MAY USE AND DISCLOSE INFORMATION ABOUT YOU**

#### **Special Situations**

We may use or disclose information about you without your permission for the following purposes, subject to all applicable legal requirements and limitations:

**To Avert a Serious Threat to Health or Safety** We may use and disclose confidential information about you when necessary to prevent a serious threat to your health and safety or the health and safety of another person. We also may disclose information relative to the disclosure of past or present knowledge of child abuse or abuse of the elderly.

**Required by law** We will disclose health information you when required to do so by federal, state or local law.

**Lawsuits and disputes** If you are involved in a lawsuit or a dispute, we may disclose information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose information about you in response to a subpoena.

### **OTHER USES AND DISCLOSURES OF HEALTH INFORMATION**

We will not use or disclose your confidential information for any purpose other than those identified in the previous sections without your specific, written *Authorization*. We must obtain your *Authorization* separate from any *Consent* we may have obtained from you. If you give us *Authorization* to use or disclose confidential information about you, you may revoke that *Authorization*, in writing, at any time. If you revoke your *Authorization*, we will no longer use or disclose information about you for the reasons covered by your written *Authorization*, but we cannot take back any uses or disclosures already made with your permission.

### **YOUR PRIVACY RIGHTS**

You have the following rights regarding health information we maintain about you:



**Right to inspect and copy** You have the right to inspect and copy your health information, such as progress notes and billing records. You must submit a written request to your therapist in order to inspect and/or copy your information. If you request a copy of the information, your therapist may charge a fee for the costs of copying, mailing or other associated supplies. Your therapist may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your information, you may ask that the denial be reviewed.

**Right to amend** If you believe information we have about you is incorrect or incomplete, you may ask your therapist to amend the information. You have the right to request an amendment as long as the information is kept by this office.

To request an amendment, complete and submit a Record Amendment/Correction form to your therapist. Your therapist may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, your therapist may deny your request if you ask him/her to amend information that:

We did not create, unless the person or entity that created the information is no longer available to make the amendment

- a) Is not part of the information that we keep
- b) You would not be permitted to inspect and copy
- c) Is accurate and complete

**Right to an accounting of disclosures** You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of confidential information about you. To obtain this list, you must submit your request in writing to your therapist. It must state a time period, which may not be longer than six years and may not include dates before May 1, 2010. Your request should indicate in what form you want the list (for example, on paper, electronically). Your therapist may charge you for the costs of providing the list. Your therapist will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to request restrictions** You have the right to request a restriction or limitation on the confidential information we use or disclose about you for any of the purposes outlined above. You also have the right to request a limit on the information we disclose about you. We are not required to agree to such requests.

**Right to request confidential communications** You have the right to request that we communicate with you about treatment matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will not ask you the reason for your request. We will accommodate all reasonable requests.

**Right to a paper copy of this notice** You have the right to a paper copy of this notice. You may ask your therapist to give you a copy of this notice at any time. Even if you have agreed to receive it electronically, you are still entitled to a paper copy. To obtain such a copy, contact your therapist.

### **Changes To This Notice**

We reserve the right to change this notice, and to make the revised or changed notice effective for confidential information we already have about you as well as any information we receive in the future.

### **How To Use Your Rights Under This Notice**

#### **Complaints and communications to us**

If you wish to communicate with us about privacy issues or if you believe your privacy rights have been violated and wish to file a complaint with our office by writing to:



David I. Defoe, LCPC, NCC  
Imara Counseling Services  
8101 Sandy Spring Road, Suite 250-Q  
Laurel, Maryland 20708

**Complaints and communications to the Federal Government**

If you believe that your privacy rights have been violated, you have the right to file a complaint with the federal government. You may write to:

Office for Civil Rights  
US Department of Health & Human Services  
150 S. Independence Mall West  
Suite 372, Public Ledger Building  
Philadelphia, PA 19106-9111

You will not be penalized for filing a complaint with the federal government

**Agreement for Psychotherapy/Counseling Services**

I have read this informed consent completely and have raised any questions I might have about it with my therapist. I have received full and satisfactory response and agree to the provisions freely and without reservations. I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his/her professional association as well as the laws of the state of Maryland governing the practice of psychotherapy and that he/she is liable for infractions of those standards.

I understand that I will be fully responsible for any and all legal and/or collection costs arising as a result of my contact with my therapist, including appropriate compensation for his time involved in preparing for and doing court work. I understand that my therapist from time to time makes teaching and research contributions using disguised client material. By consenting to treatment I am giving consent to this process of professional contribution and the right to use disguised material without financial remuneration.

**Arbitration Agreement**

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law. The client will be responsible for the costs of this process. NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL or psychological MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.

This agreement constitutes the entirety of our professional contract. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Therapist Signature \_\_\_\_\_ Date \_\_\_\_\_

Legal Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Person you give permission to David I. Defoe to communicate with in the event of an emergency such as danger to self, danger to others or severe psychological distress:

Contact Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Relationship to you: \_\_\_\_\_