



# NewPoint of View Counseling

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*Claudette Waite, LPC*

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**Office Policies & General Information Agreement for Psychotherapy Services or Informed Consent for Psychotherapy**

*This form provides you, the client, with information that is additional to that detailed in 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 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 Claudette Waite 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 may have the right to obtain the psychotherapy records and/or testimony by Claudette Waite. In couple 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. Claudette Waite will use her clinical judgment when revealing such information. Claudette Waite 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 that involved more than one adult client.

**EMERGENCY:**

If there is an emergency during therapy, or in the future after termination, where Claudette Waite 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 on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:**

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. If you so instruct, only the minimum necessary information will be communicated to the carrier. Claudette Waite 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.

**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 pursuant to such litigation. 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' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records in a legal proceeding. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. Additionally, you understand that information discussed in couple's therapy and family therapy is for therapeutic purposes only and is not intended for use in any legal proceedings involving the partners.

**Any party, or his or her attorney, who seeks to subpoena this therapist or records, shall be liable for all attorney fees, income loss and costs incurred to comply with a discovery request or subpoena.**

As noted in this document, you have the right to review your own psychotherapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

**CONSULTATION:**

Claudette Waite consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are 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 Claudette Waite's laptop is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Claudette Waite's laptop 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 Claudette Waite via unencrypted emails. Please notify Claudette Waite 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, Claudette Waite 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 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 Claudette Waite's profession require that she keep treatment records for at least 7 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Claudette Waite retains clinical records only as long as is mandated by Arizona law. If you have concerns regarding treatment records, please discuss them with Claudette Waite. 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 Claudette Waite assesses that releasing such information might be harmful in any way. In such a case, Claudette Waite 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, Claudette Waite will release information to any agency/person you specify unless Claudette Waite assesses 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, Claudette Waite will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Claudette Waite between sessions,

please leave a message at the answering service (602) 550-5221 and your call will be returned as soon as possible. Claudette Waite checks her messages a few times during the daytime only, unless she is out of town, and will return your call within 24 hours. If it is an emergency situation and you are in a crisis situation, and Claudette Waite cannot be reached, you may **call 911, or 24-Hour Crisis Hotlines – National 1-800-273-TALK (8255) National Suicide Prevention Lifeline, Suicide/Crisis Hotlines of Maricopa 1-800-631-1314 or 602-222-9444, or go immediately to your local hospital emergency room.** Please do not use email or faxes for emergencies. Claudette Waite may be with a client, out of the office or on vacation and may be unable to check her email or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay at initial appointment an intake assessment fee of \$225.00 per 90-minute session (individual) or \$250.00 for 90-minute session per couple or family. Clients are expected to pay the standard fee of \$130.00 per 45 minutes (individual), \$180.00 per 60 minutes (individual), and \$225.00 per 60 minutes (couple and family) session; at the end of each session or at the end of the month unless other arrangements have been made. When clients are being seen by an Associate level therapist the cost for initial appointment, intake assessment fee of \$200.00 per 90-minute session (individual) or \$225.00 for 90-minute session per couple or family. Clients are expected to pay the standard fee of \$100.00 per 45 minutes (individual), \$130.00 per 60 minutes (individual), and \$180.00 per 60 minutes (couple and family) session. 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. Please notify Claudette Waite if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance company. Unless otherwise agreed upon, Claudette Waite will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. 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, Claudette Waite may use legal or other means (courts, collection agencies, etc.) to obtain payment.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation before the initiation of arbitration or litigation. The mediator shall be a neutral third party chosen by agreement of Claudette Waite and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration, in accordance with the rules of the American Arbitration Association in effect at the time the request for arbitration is filed. In the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Claudette Waite can use legal means (court, collection agency, etc.) to seek payment. If there is arbitration, the prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy 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. Claudette Waite is a licensed professional counselor in an independent private practice referred to herein as NewPoint of View Counseling PLLC. Her credentials include a Master's of Arts Degree in Mental Health Counseling. She is licensed by the Arizona Board of Behavioral Health Examiners. In addition, she is certified by the National Board of Certified Counselors as a National Certified Counselor. She is a certified DBT therapist and EMDR therapist. She is extensively trained to provide Emotionally Focused Therapy (EFT) for couples and is a Gottman Leader, trained to provide The Seven Principles for Making Marriage Work, based on the work of John M. Gottman, PHD. She offers counseling and psychotherapy to individuals and couples in the areas of interpersonal relationships difficulties, trauma, personality disorder (BPD), and personal development. The primary focus of her practice is working with adults. She specializes in treating relationship problems, Borderline Personality Disorder, trauma, self-esteem and codependency issues, depression, anxiety, mood disorders, and grief. Clients who present in

counseling with substance dependence, diagnosed eating disorders, sexually abusive or violent behaviors, severe mental disorders, or certain personality disorders as their primary problem will be referred to other professions or programs that specialize in these areas. She reserves the right to refer a client to another therapist or appropriate resource at any time if their needs in therapy are not a good match for her skills or experience. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. She will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be 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. She 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 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, she is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic, or psycho-educational. **Claudette Waite does not provide any of the following:** custody evaluation recommendations, medication or prescription recommendations, or legal advice, as these activities do not fall within her scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Claudette Waite will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and 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, Claudette Waite'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 couple of meetings, Claudette Waite will assess if she can be of benefit to you. Claudette Waite 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 Claudette Waite either assesses that she is not effective in helping you reach the therapeutic goals or perceives 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 will provide you with referrals. If you request it and authorize it in writing, Claudette Waite 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, Claudette Waite will provide you with referrals, and if she has your written consent, she will provide him or her with the essential information needed. You have the right to refuse any recommended treatment or terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Claudette Waite will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Dual relationships are defined in Arizona law as when "a licensee simultaneously engages in both a professional and nonprofessional relationship with a client that is avoidable and not incidental" (see A.R.S. 32-3251(y)). Despite popular perception, not all dual relationships are unethical. Dual relationships are prohibited by law "when the engagement in the dual relationship could impair the licensee's objectivity or professional judgement or create a risk of harm to the client" (Id.). Claudette Waite will assess carefully before entering into a dual relationship with a client. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., dual relationships are either unavoidable or expected. Claudette Waite will never enter into a dual relationship without the

informed written consent of the client or client's legal representative. Many clients may have chosen Claudette Waite as their therapist based on referrals before they entered therapy with her and are personally aware of her professional work. Nevertheless, Claudette Waite will discuss the complexities, potential benefits and difficulties that may be involved if a dual relationship exists. Dual relationships can enhance trust and therapeutic effectiveness but can also detract from professionalism. It is the dual relationship client's responsibility to advise Claudette Waite if the dual relationship becomes uncomfortable in any way. Claudette Waite will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it is 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:**

At times, Claudette Waite may conduct a web search on her clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with her. She does not accept friend requests from current or former clients on social networking sites, such as Facebook. She believes that adding clients as friends on these sites and/or communicating via such sites can compromise the client's privacy and confidentiality. NewPoint of View Counseling has a public Facebook page as well as an Instagram page. Claudette Waite cannot control who likes or follows these public social media pages. If you as the client choose to follow these social media pages, Claudette Waite will not respond or engage with you on either platform. For this same reason, she requests that clients not communicate with her via any interactive or social networking web sites.

**AUDIO OR VIDEO RECORDING:**

Unless otherwise agreed to by all parties, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Claudette Waite. Any audio or video recordings will require client's or client's legal representative's signed informed consent.

**CANCELLATION:**

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. Unless Claudette Waite reaches a different agreement with the client, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 5 pages); I understand them and agree to comply with them:

**Client's Name (print)** \_\_\_\_\_

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

**Client's Legal Representative (print)** \_\_\_\_\_

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

**Psychotherapist's Name (print)** \_\_\_\_\_

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