

# ART THERAPY/COUNSELING INFORMED CONSENT

This form is called a Consent for Services (the "Consent"). This agreement supplements the general informed consent/business agreement that we agreed to at the start of our work together. Your therapist has asked you to read and sign this consent before you start therapy. If you have any questions, contact your therapist.

#### Your signature shows that you agree to these terms and conditions.

#### **GENERAL INFORMATION**

The therapeutic relationship is unique in that it is both a highly personal connection and a contractual agreement. Given this, it is important to reach a clear understanding and set expectations about how the relationship between you and your therapist will work. This consent will provide a framework for your experience in therapy and outline administrative policies. Please read each section carefully, as you will be asked to consent to all of the information in this document.

#### THE THERAPY PROCESS

Therapy is a collaborative process where you and your therapist will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your therapist have specific rights and responsibilities. Therapy generally shows positive outcomes for individuals who follow the process. Better outcomes are often associated with a good relationship between a client and their therapist. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit.

Therapy begins with the intake process. First, you will review your therapist's policies and procedures, talk about fees, identify emergency contacts, and review options for receiving and paying for out-of-network therapy services. Second, you will discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. If your therapist is practicing under the supervision of another professional, your therapist will tell you about their supervision and the name of the supervising professional. Third, you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals, and the steps you will take to achieve them. Over time, you and your therapist may edit your treatment plan to be sure it describes your goals and steps you need to take. After intake, you will attend regular therapy sessions at your therapist's office or through video, called telehealth. At this time, the practice therapists are primarily seeing clients via telehealth. Participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals. At this time, you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

In the event you see your therapist outside the office setting, your therapist will not acknowledge you unless you acknowledge them first. Your right to privacy and confidentiality is of the utmost importance, and your clinician is dedicated to act in a way that will not jeopardize your privacy. If you choose to approach your therapist in public, they will say hello and keep the conversation brief. All conversations about treatment will occur in session only.

#### **TELEHEALTH SERVICES**

Therapists at the practice provide services via a secure telehealth platform. Therapists may only provide telehealth to clients located in specific locations. All therapists at The Art Room Center for Creative Healing may provide telehealth to clients located in Maryland. **The client must be physically located in the state covered by the clinician's credential.** This is not based on your mailing address or state of residency.

To use telehealth, you need an internet connection and a device with a camera for video. Your therapist can explain how to log in and use any features on the telehealth platform. If telehealth is not a good fit for you, your therapist will recommend a different option. There are some risks and benefits to using telehealth:

#### RISKS

□ Privacy and Confidentiality. You may be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. Your therapist carefully vets any telehealth platform to ensure your information is secured to the appropriate standards.

□ Technology. At times, you could have problems with your internet, video, or sound. If you have issues during a session, your therapist will follow the backup plan that you agree to prior to sessions.

□ Crisis Management. It may be difficult for your therapist to provide immediate support during an emergency or crisis. You and your therapist will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.

#### BENEFITS

□ Flexibility and convenience. You have more flexibility to attend therapy from a variety of convenient locations.

□ Ease of Access. You can attend telehealth sessions without worrying about traveling, meaning you can schedule less time per session and can attend therapy during inclement weather or mild illness.

#### RECOMMENDATIONS

□ Make sure that other people cannot hear your conversation or see your screen during sessions.

□ Do not use video or audio to record your session unless you ask your therapist for their permission in advance.

□ Make sure to let your therapist know if you are not in your usual location before starting any telehealth session.

#### OUTCOMES

Telehealth services may feel different from in-person services since you are not sharing the room with your provider. Nonverbal information can be lost through the computer screen and technology issues can be problematic. You or your clinician can create a backup plan that you agree to prior to sessions (which may include discontinuing the telehealth session) in the event that the video conferencing connections are not adequate for the situation.

While research has generally been supportive of telehealth for the treatment of a variety of individual diagnoses, there is little research to date on the effectiveness of telehealth for couple- or family-based services, and as such, these services are best categorized as experimental in nature.

Telehealth by TherapyNotes is the technology service we will use to conduct telehealth video conferencing appointments. It is simple to use, and there are no passwords required to log in. By signing this document, you acknowledge:

□ Telehealth by TherapyNotes is NOT an Emergency Service and in the event of an emergency, I will call 911.

□ Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither TherapyNotes nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.

□ The Telehealth by TherapyNotes Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.

□ I do not assume that my provider has access to any or all of the technical information in the Telehealth by TherapyNotes Service – or that such information is current, accurate or up-to-date. I will not rely on my health care provider to have any of this information in the Telehealth by TherapyNotes Service.

□ To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

# CONFIDENTIALITY

Your therapist will not disclose your personal information without your permission unless required by law. If your therapist must disclose your personal information without your permission, your therapist will only disclose the minimum necessary to satisfy the obligation. However, there are a few exceptions.

 $\hfill\square$  Your therapist may speak to other healthcare therapists involved in your care.

□ Your therapist may speak to emergency personnel.

□ If you report that another healthcare therapist is engaging in inappropriate behavior, your therapist may be required to report this information to the appropriate licensing board. Your therapist will discuss making this report with you first, and will only share the minimum information needed while making a report. If your therapist must share your personal information without getting your permission first, they will only share the minimum information needed. There are a few times that your therapist may not keep your personal information confidential.

If your therapist believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your therapist can explain more if you have questions.
If your therapist has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
If your therapist believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your therapist will work with you to discuss other options to keep you safe.

#### MINORS

If you are a minor, your therapist will still maintain your confidentiality as listed above, with reasonable limits to this confidentiality as detailed in an additional document titled "Addendum to Informed Consent/Policies for Minor Client." Your parents may be legally entitled to some information about your therapy, however your therapist will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

# **RECORD KEEPING**

Your therapist is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.

# ARTWORK

Artwork created in session provides a tangible representation of your experiences in session and progress in treatment. Artwork and writings created by a client are a part of a medical file and stored in a confidential manner. Your therapist will create a portfolio of your artwork while you are receiving treatment in an office setting. In the event that you choose to take artwork home the day of the session, your therapist will photograph the piece to add to your portfolio. At the time of termination, your artwork will be compiled for you to take. Should you choose not to take artwork, it will be securely stored for 5 years and confidentially destroyed at the end of this period. If you are receiving treatment via telehealth, you are responsible for maintaining your artwork how you chose. It is recommended that you share an image of your artwork with your therapist for your records.

By signing this form, you authorize your therapist at The Art Room Center for Creative Healing to photograph and use your original artwork for consultation and documentation purposes only. Artwork will be shared in a respectful, professional manner and all identifying information will be removed or covered to protect your confidentiality. You may revoke this authorization, in writing, at any time unless action based on it has already taken place.

#### TECHNOLOGY

When meeting via telehealth, you may be in a location with other smart devices, including but not limited to, the device via which you are accessing the telehealth platform, cell phones, laptops, tablets, and smart speakers. Your therapist will ensure that their own devices generally have voice control turned off, and so are not recording. We encourage you to do the same when in session; it is important to note that for any device (such as a smart speaker) that is voice controlled, recorded snippets of conversation may be sent to the device manufacturer.

Please feel free to take notes in session if you believe it will be helpful in remembering key points of discussion. However, audio or video recording of sessions is prohibited without discussing options with your therapist.

#### COMMUNICATION

You and your therapist decide how to communicate outside of your sessions. Due to the nature of outpatient services, responses to messages will occur within 48 business hours. Please do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. If an emergency mental health situation arises, please call 911 or visit your local emergency room and request emergency mental health services.

□ Secure Communication: Secure communications are the best way to communicate personal information, though no method is entirely without risk. Your therapist will discuss options available to you. If you decide to be contacted via non-secure methods, your therapist will document this in your record.

□ **Email:** HIPPA Compliant G-Suite email (email addresses ending with @theartroomcch.com). This communication method offers a higher level of privacy when communicating electronically:

□ **Texting**: Texting **IS NOT** not secure method of communication and should not be used to communicate personal information. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method.

# □ Social Media/Review Websites:

- If you try to communicate with your therapist via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.
- Your therapist may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your therapist on any platform, they will not follow you back.
- If you would like to like The Art Room's professional Facebook page or follow us on Instagram, you may do so at your own risk. Following these accounts does increase the likelihood of compromised confidentiality as someone may see that you have "liked" or "followed" the account. If you wish to discuss content you have seen on any of our profiles, you are welcome to send an email response or discuss the content in the next session.
- If you see your therapist on any form of review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include your therapist. If you choose to leave a review of your therapist on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing in other places without your knowledge.
- Please note that any social media apps you use may seek to connect you with me or with other visitors to this office, through a "people you may know" or similar feature. The Art Room has no control over apps that may intrude on the privacy of your treatment in this way. If you would like to minimize the risk of others becoming aware of your connection to our practice, please make use of the privacy controls available on your phone. Turning off a social media app's ability to know your location, and refusing it access to your email account and the contacts and history in your phone can protect your privacy and confidentiality.
- We do not search for clients on Google or other Social Media platforms. There are extreme exceptions, for instance in the event that you are in suspected danger, and we have not been in contact via our typical means (i.e. appointments, phone, or email). In the event that you are suspected to be in

danger, your clinician may use a search engine to ensure your safety. This would be a very unusual circumstance, and if your clinician has to resort to such means, they will fully document this and discuss it with you in your next session.

• Do not use public social media accounts as a channel to contact your therapist for therapy-related discussion, even in an emergency.

Your privacy is extremely important. If you reach out via non-secure methods (e.g. text messaging) your clinician will respond with the understanding that by using this form of communication, you accept the risks involved with transmitting private information in a non-encrypted form.

# FEES AND PAYMENT FOR SERVICES

You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy, and should confirm with your insurance if part or all of these fees may be covered (through out-of-network benefits). You should also know about the following:

□ No-Show and Late Cancellation Fees: If you are unable to attend therapy, please cancel or reschedule with notice of at least 48 business hours.

- Please call, text, or email your clinician to communicate scheduling changes. If you miss your appointment without notice, this will be considered a late cancellation.
- Late cancellations (within 48 hours) and no-shows are subject to a charge of our full clinical fee. Insurance companies do not reimburse for canceled sessions (including out of network coverage).
- Charging the cancellation fee allows AAT to continue providing high quality, individualized care. Without 48 hours notice, it can be difficult to fill canceled session times and clinicians are not paid for their time.
- Cancellation fees must be paid in full in order to schedule the next session. Your card on file will be charged the day of your scheduled session. If you prefer to use an alternative card instead of your card on file, please notify your clinician at the time of cancellation.

□ **Balance Accrual:** Full payment is due at the time of your session. If you are unable to pay, tell your therapist. Your therapist may offer payment plans or a sliding scale. If not, your therapist may refer you to other low- or no-cost services. Any balance due will continue to be due until paid in full. If necessary, your balance may be sent to a collections service.

❑ **Administrative Fees:** Your therapist may charge administrative fees for writing a letter or report at your request; consulting with another healthcare therapist or other professional outside of normal case management practices; or for preparation, travel, and attendance at a court appearance. These fees are listed in the fee agreement. Payment is due in advance.

□ **Payment Methods:** The practice requires that you keep a valid credit or debit card on file. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice

ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.

□ **Insurance:** Therapists at The Art Room Center for Creative Healing LLC are considered "out-of-network" with insurance companies. When your therapist is out-of-network, they do not have a contract with your insurance company. You can still choose to see your therapist; however, all fees will be due at the time of your session to your therapist.

You are encouraged to seek out-of-network benefits or use your HSA or FSA if applicable. Your therapist can provide Superbills (receipt of services) with all necessary information to submit to your insurer. These can be easily accessed through our online client portal and your therapist can walk you through gaining access. **If your insurance company decides that they will not reimburse you, you are still responsible for the full amount.** 

*Out-of-Network Benefits* - Before starting therapy you should review your insurance coverage and benefits. If you are hoping to use your out-of-network benefits, please be aware that insurance plans vary and coverage is not guaranteed. You should confirm with your insurance company if:

- Your benefits cover the type of therapy you will receive;
- Your benefits cover in-person and telehealth sessions;
- You may be responsible for any portion of the payment; and
- Your therapist is out-of-network.

Sharing Information with Insurance Companies - If you choose to use out-of-network insurance benefits to pay for services, you will be required to share personal information with your insurance company. **Insurance companies require a mental health diagnosis in order to reimburse for services (this will be listed on the Superbill documentation submitted for reimbursement);** this diagnosis will become a part of your medical record. Insurance companies keep personal information confidential unless they must share to act on your behalf, comply with federal or state law, or complete administrative work. If you prefer that a mental health diagnosis is not *documented, you may choose to pay out of pocket.* 

#### COMPLAINTS

If you feel your therapist has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your therapist's license, your insurance company (if applicable), or the US Department of Health and Human Services.

#### TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination

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depends on the length and intensity of the treatment. Your therapist may terminate treatment after appropriate discussion with you and a termination process if they determine that the therapy is not being effectively used or if you are in default on payment. Your therapist will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, your therapist will provide you with a list of qualified providers to treat you. You may also choose someone on your own or from another referral source.

Should you no-show for two sessions, unless other arrangements have been made in advance, for legal and ethical reasons, your therapist must consider the professional relationship on hold before restarting services. Chronic missed appointments and cancellations are subject to termination of services.

Acknowledgement: My signature on this document represents that I have received the Consent for Services form and that I understand and agree to the information therein. Further, I consent to use an electronic signature to acknowledge this agreement.

Client's signature	Print name of Client	Date
client's signature	Print name of Chefit	Date
[ <i>IF APPLICABLE</i> ] Print name of Gua Client	ardian/authorized representative	Relationship to
Guardian/Authorized representative's signature		Date

# ART THERAPY INFORMED CONSENT FORM Client Checklist

EFFECTIVE DATE: \_\_\_\_\_\_ CLIENT'S NAME: \_\_\_\_\_ What art therapy means and what is an art therapist Expectations from and of my art therapist Who helps my art therapist Dangers with art therapy material and process  $\Box$ What art therapy CAN'T do Π What are art therapy evaluations What happens to my artwork (storage and access) Privacy in art therapy (my information, the session, artwork, and notes) The art therapist's responsibility to my safety  $\Box$ Payment and schedules What happens if I have a problem with my art therapist or the therapy  $\Box$ 

I, (client)\_\_\_\_\_, agree to participate in art therapy treatment. I have had this treatment explained to me by (therapist) \_\_\_\_\_\_, in a way that I understand and I have had the chance to ask questions.

Client's signature	Print name of Client	Date
[ <i>IF APPLICABLE</i> ] Print name of Guardian/auth	PPLICABLE] Print name of Guardian/authorized representative	
Guardian/Authorized representative's signature		Date
Parent/Guardian/Authorized Representative Signature		Date
Parent/Guardian/Authorized Representative Signature		Date
* For very young children, the child's signatu	re is not necessary	