**Informed Consent**

**AGREEMENT FOR MENTAL HEALTH, COUNSELING SERVICES CONDUCTED BY DIANA FISCHERKELLER**

.

**PROCESS OF THERAPY/EVALUATION**

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 requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and I 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 your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that 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 happen quickly, but more often it will take time and patience on your part. There is no guarantee that psychotherapy will yield positive or intended results.

During the course of therapy, I will utilize various psychological and motivational approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include but are not limited to behavioral, cognitive-behavioral, psychodynamic, solution-focused, reality therapy, developmental (adult, child, family), psycho-educational or coaching techniques.

**DISCUSSION OF TREATMENT PLAN**

During the first session and throughout this process, I will discuss with you your understanding of the problem, treatment plan, therapeutic objectives, and your 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, my 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. If you could benefit from any treatment that your therapist I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

**DUAL RELATIONSHIPS**

Not all dual relationships are unethical or avoidable. However, sexual involvement between therapist and client is never part of the therapy process as well as other actions or dual relationship situations that might impair your therapist’s objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature. In addition, I will never acknowledge working therapeutically with anyone without his/her written permission. In some instances, even with permission, I will preserve the integrity of our working relationship. For this reason I will not accept any invitations via social networking sites such as Facebook, Twitter, Linkedin or Pinterest, nor will I respond to blogs written by clients or accept comments on my blog from clients.

**TERMINATION AND REFERRAL**

During the initial intake process and the first couple of sessions, I will assess if I can be of benefit to you. If you have requested online counseling, my assessment will include your suitability to psychotherapy delivered via technology.  I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you referrals that you may contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you up to and including termination of treatment.  In such a case, I would give you referrals that may be of help to you. If you request and authorize in writing, I 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, I will assist you in finding someone qualified, and, if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

**PRIVACY & 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. Likewise, you are expected to keep our communications confidential and you understand that all records of communication between client and therapist remain the property of Diand Fischerkeller. Verbatim material from therapy sessions remain in the client record and should never be revealed publically unless both client and therapist agree.

Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form.

**When Disclosure Is Required By Law**

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also Notice of Privacy Practices form).

**When Disclosure May be Required**

Disclosure may be required pursuant to a legal proceeding.  If you are involved in a custody dispute or 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 me. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

**Harm to Self or Others**

If there is an emergency during our work together, or in the future after termination, In which I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I 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, I may also contact the police, hospital or an emergency contact whose name you have provided.

**Confidentiality of Online, Cell Phone and Fax Communication**

Therapeutic email is delivered via **[HushMail](http://www.hushmail.com/)**. You agree to work with me online using HushMail or another encrypted email/chat service determined to be suitable by Diana Fischerkeller .  Additionally,

* Text messaging via mobile phone is acceptable for appointments and housekeeping issues only.
* I do not store your name in my phone.
* If you call me, please be aware that unless we are both on land line phones, the conversation is not confidential.
* If you send a fax to me, my fax is secure.
* Any computer files referencing our communication are maintained using secure and encrypted measures.
* I will not respond to personal and clinical concerns via regular email.
* If you wish to use email as a way to “journal” information between sessions, you understand that I may not have the opportunity to review your journal emails until our next scheduled session.
* You understand that emails between sessions that contain confidential information will be sent via encryption.

I make every effort to keep all information confidential. Likewise, If we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends and whether or not confidentiality from your work or personal computer may be compromised due to such programs as a **keylogger**.  I encourage you to only communicate through a computer that you know is safe i.e. wherein confidentiality can be ensured.  Be sure to fully exit all online counseling sessions and emails.

If you used **location-based services** on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally “checking in,” from my office or if you have a passive LBS app enabled on your phone.

It is not a regular part of my practice to **search for client information online** through search engines such as Google or social media sites such as Facebook. **Extremely rare exceptions may be made during times of crisis**. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet

**Litigation Limitation**:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and  custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records  be requested.

**Consultation and Peer Supervision**

I consult regularly with other professionals regarding my clients; however, the client’s name or other identifying information is never disclosed. The client’s identity remains completely anonymous, and confidentiality is fully maintained.

***Considering all of the above exclusions***, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES**

If you need to speak with me between sessions to alert me of an **emergency,** please call 412-303-5341. Your call will be returned as soon as possible. Messages are checked daily (but never during the night time). Messages are checked less frequently on weekends and holidays. If an emergency situation arises that requires immediate attention, you may call the emergency National Suicide Hotline at 800-784-2433 or dial 911. You may also check the [crisis hotline page](http://www.mentalhealthonthewebblog.com/crisis-hotlines/) at 1-888-796-8226 for additional resources. If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911, or go to a hospital emergency room.

**FEE FOR SERVICE AND CANCELLATION POLICY**

Current rates for therapeutic services are posted on my website. My practice is “fee for service” and that means that fees are due at the time of your appointment. I do not participate on insurance panels as either a preferred or out-of-network provider. Due to unreasonable administrative costs and time involved, in order to keep your fee as low as possible, I will not communicate with clients’ insurance companies at any time for any reason therefore I will not issue receipts with diagnostic criteria and other information necessary in order for my services to be reimbursable.

Session payments via credit or debit card can be processed through PayPal.  Sessions are generally purchased in 30 and 60 minute increments. Therapeutic email exchanges can be purchased one at a time or as a package.

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24-hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

If we are scheduled for an online synchronous chat, audio or video conference and we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes.  If reconnection is not possible, contact me to schedule a new session time.

**DISPUTES, COMPLAINTS AND RATINGS**

You may find my psychotherapy practice at [www.compassionatecounselingpa.org](http://www.compassionatecounselingpa.org), and at Psychology Today. Many search engines comb through business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is not a request for a testimonial, rating, or endorsement  from you as my client. Asking for a testimonial from you is unethical practice on my part.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection. Please be aware that if you have a complaint that you want me to be know about, I may not see your post on a review site. I hope you will discuss your concerns with me personally. If you do have a complaint or concern about my services and you are not comfortable discussing the matter with me you may make inquiry to my license/certification boards (full information available on my CV).

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Diana Fischerkeller and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys’ fees. In the case of arbitration, the arbitrator will determine that sum.

**LIMITATIONS REGARDING ONLINE THERAPY**

You as the client understand that distance therapy is a different experience as compared to in-person sessions, among those being the lack of “personal” face-to-face interactions, the lack of visual and audio cues in the therapy process to which you may have previously come to expect. You understand that telephone/online psychotherapy with me is not a substitute for medication under the care of a psychiatrist or doctor. You understand that online and telephone therapy is not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts.

As stated previously, if a life-threatening crisis should occur, you agree to [contact a crisis hotline](http://www.mentalhealthonthewebblog.com/crisis-hotlines/), call 911, or go to a hospital emergency room.

You also understand that I follow the laws and professional regulations of the State of Pennsylvania (USA) and the psychotherapy treatment will be considered to take place in the state of Pennsylvania (USA) or other states to which I hold a license to practice psychotherapy.

Client Signature/ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Legal Representative Signature/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Relationship: (parent of minor, POA- attach document, Guardian- attach document, other)

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Signature of Client under 14 years of age/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Therapist signature/date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client name, DOB, SS#, Home address:

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