

# THERAPY STUDIOS

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## INFORMED CONSENT

The purpose of this document is to provide an understanding of the therapy and counseling process so that you are able to make an informed decision about your treatment at Therapy Studios. This is an important document to read and if you have questions about information contained within it, you are encouraged to ask at any time.

### THE THERAPEUTIC PROCESS

During your initial sessions, your therapist will work to understand the nature of your goals, needs, and therapeutic concerns. If you receive a formal diagnosis, they will inform you of the diagnosis as well as provide you with education about your diagnosis. A formal diagnosis is not necessary to benefit from therapeutic services and is not always applicable to issues presented in the therapeutic environment.

If your initial sessions indicate that psychological treatment might help address your concerns, then together we will decide upon treatment goals, as well as time and frequency of treatment sessions. Treatment sessions are most effective when scheduled on a regular and consistent basis. If the therapist cannot meet your needs based on availability, the appropriateness of therapeutic interventions for your concerns, and/or therapist skill set compared to the skills that will best help you, then they will be happy to suggest alternatives and make appropriate referrals. Length of treatment depends on a wide array of factors, including the amount of work and effort extended outside of therapy sessions, the length, severity, and levels of distress caused by the concerns at hand, as well as a host of other factors.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be the most successful, you will have to actively work on things both during session and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, frustration, anger, loneliness, and hopelessness. On the other hand, psychotherapy has been shown to benefit people who utilize it. Therapy often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. There are no guarantees of what you will experience during therapy.

If at any time during the course of your treatment your therapist determines they cannot continue, they will terminate treatment and explain why this is necessary. Ideally, termination occurs when your treatment goals have been achieved. However, professional ethics mandate that treatment continues only if it is reasonably clear that you are receiving benefit. A therapist can only engage in treatment with clients within their scope of competency. As a client, you have the right to terminate treatment at any time. Irregular attendance to sessions, a pattern of cancelling appointments or showing up late for sessions, or failure to pay for services are also reasons that treatment may be terminated before treatment goals are reached.

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## CONFIDENTIALITY

Your therapist maintains detailed records of all client contact for at least six years following the termination of your work together. Safeguarding your private information is taken very seriously. Your records are maintained utilizing encrypted cloud storage and/or physical paper files in locked cabinets. The information you share is protected by licensing requirements in the state of South Carolina, The Health Insurance Portability and Accountability Act (HIPAA), and the ethical codes of conduct for counselors, marriage and family therapists and psychologists. Confidentiality is crucial for the effectiveness of therapy, however, there are some exceptions and limits to confidentiality.

### *Threats of Harm*

If you disclose an intent to harm yourself (suicidal threats) or someone else (homicidal threats), It is legally and ethically required to take necessary actions to protect you or others from harm. This may include divulging your confidential information to others, including proper authorities. Even if a potential threat is not imminent but still present, your therapist reserves the right to contact spouses, family members, and/or other significant people in your life to enlist their help in helping to keep you or others safe. If you express an intent to commit a crime that endangers yourself or others, disclosure of confidential information to prevent the crime is required by law.

### *Abuse or Neglect*

As mandated reporters, therapists are required by law to protect the safety of people vulnerable to abuse or neglect, such as children, the elderly, and people who are differently abled. If your therapist becomes aware, either directly or indirectly, about the neglect or abuse of someone from a vulnerable population, it is their legal and ethical duty to report the offence(s) to the appropriate authorities.

### *Court Orders*

If you are, or become, involved in litigation of any kind and it becomes known that you have received mental health services, you may be waiving your right to keep your mental health record(s) confidential. It is advisable that you consult with an attorney before disclosing that you have received mental health treatment in the event litigation arises in your life. All appropriate efforts will be made to protect your confidentiality. However, upon a court order, state law requires that medical records are handed over to the court.

### *Treatment of Minors*

Parents and legal guardians have the right to request medical records for any minor person in their care. While a person aged 16 or older has the legal right to consent to their own health care services, both parents still have the right to access the records for services until age 18, including the ability to terminate services. Custody does not determine the eligibility to release records or terminate services. The only way a biological/adoptive parent loses a right to attain their minor child's health records is when there has been a termination of parental rights. If parental access to mental health records or ability to terminate/continue treatment is a concern, please discuss this with your therapist so appropriate efforts can be made to protect the therapeutic relationship and ensure the greatest likelihood of treatment continuity.

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## *Couples & Family Therapy*

In couples counseling, the relationship is the client, not the two individuals who comprise the couple. In family therapy, the client is the family unit, as opposed to each individual family member. In terms of confidentiality, this is an important distinction because the record reflects information gathered about the client. For this reason, information shared by individuals in the process of couples and family therapy belong to the couple or the family. While such information will be kept confidential outside of the couple or family units, within those units, confidentiality between members cannot be assumed.

## *Collection of Fees*

In the event that a collection agency must be enlisted to receive payments for psychological services rendered, South Carolina law allows the release of confidential information necessary to collect debt.

## *Therapist emergency or incapacitation*

In the event of your therapist's unexpected absence, they maintain a Professional Will that appoints a colleague to make contact with you on their behalf. This colleague is only granted access to your file or contact information in the limited instance that your therapist becomes unexpectedly absent from practice and is unable to make contact with you themselves to arrange for continued care.

## *Threats, Harassment, and Intimidation*

If you engage in threats, harassment, or intimidation toward your therapist or others in the office, this may be grounds for immediate termination of therapy. You also grant permission for your therapist to share information about any threatening behavior with law enforcement and/or others as they believe necessary to protect their own safety.

*Additional, rare instances may exist where disclosure is allowed or required by law.*

## FEE SCHEDULE

As a client, you have a right to know the fees you will incur through our services. The document entitled "Fee Schedule and Agreement to Pay for Services" outlines for you the costs of treatment.

## PROTECTING THE THERAPEUTIC RELATIONSHIP

The relationship between therapist and client is very special and unique, and the quality of the relationship is directly correlated with therapeutic success. To honor, create and protect this relationship, considerable effort is made to ensure healthy and protective boundaries are in place. Avoiding multiple relationships with clients enforces boundaries necessary to protect the relationship. A multiple relationship occurs when a therapist is in a professional therapeutic role with a client at the same time as engaging in a different role with a client or someone very close to a client, or making promises to do so in the future. It is for this reason that relationships with your therapist via social media platforms is also unethical.

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## HEALTH RECOMMENDATIONS

During the course of treatment, your therapist may suggest additional avenues to reduce your psychological distress or improve your emotional health based on research that suggest their effectiveness. These might include things like exercise, mindfulness or meditation practices, yoga, nutritional supplementation, dietary recommendations, or other psychologically beneficial health practices. These suggestions will come from a place of psychological knowledge, understanding and research and not medical knowledge or evaluation of your physical health, as this falls out of the scope of practice for counselors. To ensure your physical health, suggestions that overlap with medical or other certified specialties should be discussed with practitioners in that field.

## ANIMALS IN THE OFFICE

Your therapist may bring their own animal into session. Any concerns or fears you have with an animal coming to your session will be prioritized so please discuss them with your therapist. If you have a fear of the animal, allergies to the animal, or simply do not want the distraction or competition for therapist attention, these are all valid concerns and worth discussion. There is always a plan in place for securing an animal in a different location during your sessions.

On occasion, you may ask to bring your pet or emotional support animal to session with you. To ensure the safety and comfort of everyone in the office, you may not bring your animal to session unless you have specifically discussed it and had it approved by your therapist. If you do bring an animal to the office, you must maintain control of your animal at all times, and agree to take full responsibility for the animal, including any cleanup or repairs that may be needed.

## TELEHEALTH + COMMUNICATION CONSIDERATIONS

As a client, you have a right to know what the risks and benefits are for communicating through different forms of technology with your therapist. The documents entitled "Telehealth Informed Consent", "Telehealth Disconnection Plan" and "Communication Policy" outline the boundaries and expectations regarding technology and communication with your therapist.

## PROFESSIONAL DISCLOSURE

As a client, you have a right to know about the training and qualifications of your therapist. Your therapist will be able to provide you with a document entitled "Professional Disclosure" outlining credentials, experience, approach to counseling, and continuation upon incapacitation or death.

## EMERGENCIES

In the event of an emergency, the best way to contact me is by phone or email. If I am not immediately available, please dial 911 and ask to be taken to your nearest emergency room, or call mobile crisis at 843.414.2350. There are also crisis hotlines available for you as well. For general help, call 211. For LGBT crisis concerns, you can call the Trevor Hotline at 866-488-7386, text the Trevor Project by sending START to 678678, or chat with someone at [www.thetrevorproject.org](http://www.thetrevorproject.org). If you are transgender and in crisis, you can call the Trans Lifeline at 877.565.8860.

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By your signature, you acknowledge that we have provided you with a copy of "Informed Consent". You also acknowledge that consultation or treatment will be provided by (a) solo independent practitioner(s) and not by Therapy Studios, LLC which functions only in the capacity of a management company. You affirm that you have reviewed this information, that you have had an opportunity to clarify your understanding of this practice, and that you consent to engage in treatment according to the terms described in it. You also acknowledge that you have been offered a copy of our "Summary of Patient Privacy Notices Form", which is also available on our website at [www.therapy-studios.com](http://www.therapy-studios.com). You understand that no promises have been made as to the results of treatment or of any procedures provided by this therapist and you are aware that you may stop treatment with this therapist at any time.

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Name of Client ::: The name you go by and want to be called by your therapist

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Signature of Client #1 (or legal guardian if under 16)

Date

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Legal Name

Relationship to client if not self

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Signature of Client #2

Date

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Legal Name

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Assent of Client (Under 16 Years of Age)

Date

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Legal Name

I, the therapist, have discussed the issues above with the client (and/or parent, guardian or other representative). My observations of this person's behavior and responses gives me reason to believe that this person is fully competent to give informed and willing consent.

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Signature of Therapist

Date

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Printed name

SC License Number