Alegre Counseling & Consulting Services, LLC

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PRACTICE GUIDELINES AND INFORMED CONSENT FORM

(All sections of this document were revised and updated on 4/2016)

Welcome to my counseling practice. I wrote this document in order to clarify what you can expect from our work together, your rights, and how I protect your personal information. Your signature on the authorizations page at the end of this document will indicate that you understand these guidelines, have had the opportunity to ask questions, have received a satisfactory response, and **give informed consent for treatment**.

ABOUT YOUR COUNSELOR, JULIO L. BENEZRA, M.S.Ed., LPC, CCTP

In this document, the term "I" refers to me, the "therapist", "you" or "client" refers to you, the client.

I Julio L. Benezra, M.S.Ed., LPC, CCTP am doing business (DBA) under the name Alegre Counseling and Consulting Services, LLC. I share an office suite with several other therapists, yet my practice is independent from theirs.

My Master of Science in Education degree was earned from the University of Miami in 1980, in Counseling Psychology. I am accredited by the Arizona Board of Behavioral Health Examiners as a Licensed Professional Counselor (LPC), number LPC-1228 as well as a Certified Clinical Trauma Professional (CCTP). I am a Professional Member of the American Counseling Association and follow their ethical principles as well as those of the International Association of Trauma Professionals.

I only provide treatment to clients 18 years old and over. In very limited cases, I may see a client under 18 years old, at my discretion. **Before working with a client who is under 18 years old (an unemancipated minor), I must have parental permission to provide therapeutic services. Parents or legally authorized guardians must sign the Informed Consent Policy Related to Unemancipated Minors found in the Authorizations section of this document. Divorced parents must bring a copy of the divorce decree indicating custodial rights for the unemancipated minor. I will not provide services to minors without a copy of this legal document.**

The ethical standards of my profession dictate that your relationship with me is a professional and therapeutic one. In order to preserve this relationship and protect you, it is imperative that we do not have any other type of relationship. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. I care about helping you but I am not in a position to be your friend or to have a social or personal relationship with you. Gifts, bartering, and trading services are not appropriate under any circumstances.

I participate in a process where selected cases are discussed with other professional colleagues to facilitate any continued professional growth and to get you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

I reserve the right to refer a client to another therapist or appropriate resource at any time if I believe that his/her needs in therapy can be met more adequately by another mental health professional.

MENTAL HEALTH SERVICES

Counseling always involves change. Some people come to counseling because they are ready to make significant changes in their lives and they want to work with a knowledgeable, trusted and objective professional who can help them explore alternatives and options for change. Other people enter counseling because change has been thrust upon them. They seek the comfort and guidance of the counseling relationship as a safe place to grieve about what was and as a safe place to begin the rebuilding process. Regardless of your motivation for seeking counseling, I welcome you and offer to you the best professional assistance I can provide.

There can never be any absolute guarantees in counseling. However, I have found that counseling is most productive when it is a working collaborative effort between client and counselor, where everyone actively contributes to the process.

As your counselor, I am responsible to provide you with the highest level of professional skills commensurate with my training and experience. I will help you think-through any issue or concern. I will facilitate communication between you and any significant person so that you can say what you need to say and so you can accurately hear what the other person needs to say to you. I will suggest outside reading or activities and will often provide "homework" assignments. If necessary, I will recommend that you consult with a physician to receive medication therapy or other medical treatment. Throughout the entire process, I will encourage, guide, challenge, and support you to make the changes you deem to be right for you.

As the client, you are responsible to be as honest and open as possible. Change usually involves letting go of things that are familiar in order that new possibilities can emerge. Effort and risk will be required. There may be some emotional pain. You may have to battle embarrassment, anxiety, frustration, and sometimes fear.

Your counseling will begin with one or more sessions devoted to an initial assessment to provide me with a good understanding of the issues, your background, and any other factors that may be relevant. When the initial assessment process is complete, we will discuss ways to treat the problem(s) that have brought you into counseling and develop a treatment plan. You have the right and the obligation to participate in the development of treatment decisions, periodic review, and revision of your treatment plan. You also have the right to refuse any recommended treatment or to withdraw consent for treatment and to be advised of the consequences of such refusal or withdrawal.

CONFIDETIALITY AND RECORDS
All communications and records created in the process of counseling are held in the strictest confidence and referred to as Protected Health Information (PHI). These would only be revealed to any individual with your written permission to me. However, there are numerous exceptions to confidentiality and privilege as defined in the state and federal statutes. If an exception should arise, I will make every effort to inform you, before doing so, of the necessity to break confidentiality.

Exceptions to Confidentiality and Privilege:

1. If you threaten harm or death to yourself or another person I am legally, ethically and morally required to take action to protect the safety of the threatened person. Actions could include informing the intended victim arranging for hospitalization for you and/or your child, notifying family or support system or alerting law enforcement.
2. If abuse or neglect of a child, aged person, or disabled person is known or suspected, I am required by Arizona law to report my concerns to the appropriate authorities.
3. If I were to receive a legally binding Court Order for your counseling records or for my deposition or court testimony, I would be required to comply.
4. If you or your child are in counseling or are being evaluated by Order of the Court or as condition of continued employment, I may be required to provide the Court or the Employer with reports, documents, or testimony.
5. As required by the Arizona Board of Behavioral Health Examiners, in case of an investigation.
6. To comply with Worker Compensation laws
7. To comply with the U.S.A. PATRIOT ACT of 2001, and/or to comply with other local, state, or federal laws.

When providing couples' or family counseling, I do not agree to enter into alliances or keep secrets. Information revealed in any context may be discussed with either partner upon my discretion. If such a situation arises, I will make every effort to inform you, before doing so, of the necessity to break confidentiality and explore other options.

Please note that incoming and outgoing emails, text messages and telephone calls are not HIPPA protected because they go through wireless networks. We will, with your permission, send you appointment reminders via text messages.

Please be aware that using your insurance carrier you are allowing me to make a diagnosis and to report my findings to them, which in turn, will become a permanent part of your files. This may or may not have an impact on your future endeavors. If this arrangement is not to your satisfaction or not in your best interest in any way, please discuss it with me during your first visit.

EMERGENCIES
I do not have the capability to respond immediately to counseling emergencies. In case of a medical or psychological emergency, please call 911 or the Maricopa County Crisis Line at 602-222-9444.

Phone calls, emails, text messages are only responded to when the office is open. Messages of any kind left after business hours will be answered within 24-48 hours of the next business day when office is staffed.

DISPOSAL OF CLIENT FILES
In accordance with Arizona Revised Statute § 12-2297, I will dispose of adult client files six years from the last date that you received mental health services from me. If the client was a minor child while I was providing treatment, the client files will be disposed of either three years after the minor child's eighteenth birthday, or six years after the last date the child received mental health services from me, which ever date occurs later.

THERAPIST INCAPACITY, DEATH, RETIREMENT, SALE, OR CLOSING OF THE PRACTICE
This protocol is in accordance with Arizona Revised Statute § 32-3210, in the event that I become incapacitated, die, retire, sell, or close my mental health practice. If I still possess your records and they have not been disposed of according to Arizona Revised Statute § 12-2297 cited above, I or a personal representative will make all reasonable efforts to notify you of the location of your records, and/or will maintain my office telephone number for your convenience.

Arrangements will be made with a professional agency or another licensed mental health professional for the safekeeping and protection of your files, continuity of care, or upon your request, deliver your files to a therapist of your choice in a timely fashion.

GRIEVANCE PROCESS
If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please discuss it with me as quickly as possible. It is never my intention to cause this to happen to my clients, but sometime misunderstandings can inadvertently cause pain. I want to address any issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well. If you choose to file a complaint, you may do so with the Arizona Board of Behavioral Health Examiners or the Department of Health and Human Services without fear of retaliation.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PRIVACY NOTICE

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review the information below carefully.

Your Protected Health Information ("PHI") includes all information related to your past, present, or future health condition(s) that individually identifies you or could reasonably be used to identify you and is transferred to another entity or maintained by Alegre Counseling and Consulting Services, LLC in spoken, written, electronic, or any other form.

The use and disclosure of PHI is regulated by the federal law entitled the Health Insurance Portability and Accountability Act ("HIPPA") which became effective on April 14, 2003. You may find these rules in 45 CFR Parts 160 and 164. This Notice attempts to summarize key points in the regulation. HIPPA will supersede this Notice if there is any discrepancy between the information in this Notice and HIPPA.

Each time you visit me at Alegre Counseling and Consulting Services, LLC, a record of your visit is generated. Typically, this record contains your symptoms, diagnoses, treatment, and a plan for future care or treatment. This information serves as the basis for planning your care and treatment. It is also a means for communicating among the many health professionals who contribute to your care, is a legal document describing the care you received, and is the means by which you or a third party can verify that services billed were actually provided.

I may or may not keep a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of psychotherapy notes vary from client to client, they can include the contents of our conversation, my analysis of those conversations, and how they affect your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical records. These notes are kept separate from your clinical record. While insurance companies can request and receive a copy of your clinical records, they cannot receive a copy of your notes without your written, signed authorization. You may examine and/or receive a copy of your notes unless I determine that such access is clinically contraindicated.

All communications and records created in the process of counseling are held in the strictest confidence.
However, there are numerous exceptions to confidentiality defined in the state and federal statutes. These include:

- When I perceive that you are a danger to yourself
- When I perceived that you are a danger to others, as in the case of child abuse, elder abuse, or make significant threats against another person
- In cases or a court order or a subpoena
- As required by the Arizona Board of Behavioral Health Examiners, in case of an investigation.
- To comply with Worker Compensation laws
- To comply with the U.S.A. PATRIOT ACT of 2001, and/or to comply with other local, state, or federal laws.

By signing the Authorization, you are indicating that you understand that in some of the cases indicated above, I am legally required to contact appropriate family members, law enforcement, Child Protective Services, and/or all persons mandated by local, state, or federal law. You are also releasing and holding me harmless from any departure from your right of confidentiality that may result.

Your health record is the physical property of Alegre Counseling and Consulting Services, LLC, but the information in your record belongs to you and, therefore, you have rights related to its uses and disclosures. Except as otherwise indicated in this Notice, uses and disclosures of your PHI will be made only with your signed valid authorization, subject to your right to revoke your authorization.

You have the right to look and request a copy of your PHI by making a written request. Alegre Counseling and Consulting Services, LLC will respond within 30 days of receiving your request. There is an admistrative fee of $25.00 plus 25 cents per page, paid in advance of receiving the copy. I may deny your request or provide you a summary, if I deny it, I will provide my reasoning for the denial in writing.

You have the right to amend your PHI and to receive an accounting of PHI disclosures. At your request, Alegre Counseling and Consulting Services, LLC will provide you with an accounting of disclosures made by Alegre Counseling and Consulting Services, LLC.

RESPONSIBILITIES OF ALEGRE COUNSELING AND CONSULTING SERVICES, LLC

Alegre Counseling and Consulting Services, LLC is required by law to maintain the privacy of your PHI.

Disclosing only the minimum necessary PHI: When using or disclosing PHI, Alegre Counseling and Consulting Services, LLC will make reasonable efforts not to use, disclose, or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply in the following situations:

1. Disclosures to or requests by a health care provider for treatment
2. Uses or disclosures made to you
3. Disclosures made to the Arizona Board of Behavioral Health Examiners
4. Uses or disclosures required by law (e.g. Public Health agencies)
5. Uses or disclosures required for compliance with legal regulations (e.g. subpoenas)

Alegre Counseling and Consulting Services, LLC reserves the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

Alegre Counseling and Consulting Services, LLC will accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

FINANCIAL RESPONSIBILITY

I expect payment at the time service via cash, credit card or check unless other arrangements have been made previously.

If you are using your health insurance, your insurance carrier or managed care carrier may limit the number of sessions based on their assessment of medical necessity or other factors. Their determination may or may not match what you want or need in treatment. In the event that they will not authorize additional sessions or you exhaust the sessions that your insurance will provide, you understand that you will have to pay for the additional services rendered.

It is your responsibility to find out if your mental health insurance carrier requires a preauthorization and to attain that authorization number before our first appointment.

The following fee schedule will apply:

I am a contracted provider for several insurance carriers, both for EAP and behavioral health services. If you are using your behavioral health insurance carrier for these services, you are only responsible for co-payments or other applicable fees as specified by your contract.

Fee-for-service clients:
You will be charged $130.00 for an initial appointment/assessment and $90 for all subsequent therapy appointments.

If you are using me as an out-of-network provider you are responsible for my fees and will pay for services at each visit. I will supply you with a Superbill at the end of the month, upon your request. You may then turn it in to your insurance carrier for reimbursement at their designated rate. In all cases however, payment for services is ultimately your responsibility, not the insurance carrier's. Once again, please discuss this with me at your first visit if you want to use this payment option.

You will be charged $90.00 per hour for the following situations or instances. <u>Insurance carriers do not pay for these services and are solely your responsibility:</u>

1. Late cancellations (less than 24 hrs. before the appointment time) or no-shows.

2. Letters or telephone conversations (with your written consent only) regarding your therapy with any agency or individual, for example your attorney or government agency.

3. Telephone consultations (does not apply to crisis counseling) between appointments are calculated in 15-minute increments.

4. Checks returned for insufficient funds are charged a $25.00 fee.

IMPORTANT NOTICE:
I do not accept clients who currently have or will have court related cases and will be happy to make referrals to appropriate clinicians who have forensic training.

If I am obligated to respond to a deposition or a subpoena issued by the courts, your fees are $300 per hour, in 15-minute increments for preparation time, travel expenses, time spent waiting to testify and actual time testifying, or any other time utilized related to your case. All of these fees are your sole responsibility and must be paid before services are rendered. My testimony does not constitute the provision of expert testimony, only testimony as a witness of fact.

Alegre Counseling & Consulting Services, LLC

Julio L. Benezra, M.S.Ed., LPC, CCTP

ADULT COUNSELING AUTHORIZATIONS

I voluntarily, agree to receive mental health assessment, care, treatment, or services, and authorize Julio L. Benezra, M.S.Ed., LPC to provide such care, treatment, or services as are considered necessary and advisable. I also understand that I may stop such care, treatment, or services that I receive through this therapist at any time.

I authorize the release of any medical information necessary to process the claim and request payment of my insurance carrier(s) to be made directly to Julio L. Benezra, M.S. Ed, LPC, CCTP.

I have read the HIPPA guidelines in this document, understand them, and have had my questions answered.

_____ _____

DATE CLIENT/AUTHORIZED SIGNATURE

During your care, you may wish to have a family member or close friend assist in scheduling appointments or obtaining information about your treatment. This person will also be considered an emergency contact. An authorization is necessary for me to allow this to occur or to release information. Please list below any person(s) whom you authorize to set or cancel appointments for you or to whom this information may be released.

_____ _____ _____ _____

DATE PRINT NAME RELATION TO CLIENT PHONE NUMBER

_____ _____

DATE CLIENT/AUTHORIZED SIGNATURE

When providing couples' or relationship counseling, Julio L. Benezra, LPC, CCTP does not agree to enter into alliances or keep secrets with either party. Information revealed in any context may be discussed with either partner upon my discretion. If such a situation arises, I will make every effort to inform you, before doing so, of the necessity to break confidentiality and identify options available to you.

PARTNER #1: _____ _____ _____

DATE PRINT NAME CLIENT/AUTHORIZED SIGNATURE

PARTNER #2: _____ _____ _____

DATE PRINT NAME CLIENT/AUTHORIZED SIGNATURE

Please note that incoming and outgoing emails, text messages and telephone calls are not HIPPA protected because they go through wireless networks. We will, with your permission, send you appointment reminders via text messages. By signing, I understand and authorize Alegre Counseling and Consulting Services, LLC to send unprotected communications as indicated above.

_____ _____

DATE CLIENT/AUTHORIZED SIGNATURE

Alegre Counseling and Consulting Services, LLC does not have the capability to respond immediately to counseling emergencies. **In case of a medical or psychological emergency, please call 911 or the County Crisis Line at 602-222-9444.**

Phone calls, emails, text messages are only responded to when the office is open. Messages of any kind left after business hours will be answered within 24-48 hours of the next business day when office is staffed.

_____ _____

DATE CLIENT/AUTHORIZED SIGNATURE

Other than a genuine emergency or illness, you will be billed for missed appointments at your fee-for-service or insurance carriers' full contracted rate unless you notify me 24 hours in advance of appointment. Payment for the missed session will be made promptly and no other appointments will be made or previous appointments held for you until such payment occurs.

_____ _____

DATE CLIENT/AUTHORIZED SIGNATURE

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UNEMANCIPATED MINOR COUNSELING AUTHORIZATIONS

To be completed only if the client is an unemancipated minor (under 18 years of age). Divorced parents must bring a copy of the divorce decree indicating custodial rights for the unemancipated minor. I will not provide services to minors without a copy of this legal document, which I will need to keep.

Informed Consent Policy Related to Unemancipated Minors

As the parent or legal guardian(s) of _____, I give permission for Julio L. Benezra, M.S.Ed., LPC, CCTP to provide counseling services to my son/daughter. I also understand that I have the legal right to get information concerning my minor, except where otherwise stated by state and federal law and rule.

I understand that this therapist believes in providing a minor child with a comfortable and reasonably confidential environment in which to express himself/herself in order to facilitate therapy.

I therefore give permission to this therapist to use his discretion, in accordance with professional ethics and state and federal laws and rules, in deciding what information revealed by my child is to be shared with me. I understand that this therapist will inform me of any risk to my child with which I can help.

_____	_____	_____
Print name of Father/Legally Authorized Guardian	Signature	Date
_____	_____	_____
Print name of Mother/Legally Authorized Guardian	Signature	Date