



**Informed Consent Form  
Counseling for Adults  
Diana Bermudez, PhD.  
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Arlington, VA 22207, (703) 868-3439  
Licensed Professional Counselor #0701005719**

Welcome to Amare! This document will tell you about my professional services and business policies, according to the Health Insurance Portability and Accountability Act (HIPAA, a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information for the purposes of health treatment, payment, and operations). When you sign this document, it will also represent an agreement between us. We can discuss any questions you have now or at any time in the future.

### **DESCRIPTION OF SERVICES**

Counseling has both benefits and risks. Risks may include experiencing uncomfortable feelings, because the process of healing often requires discussing the unpleasant aspects of your life, making changes, and adjusting to changes. However, psychotherapy can have many benefits, such as the reduction in distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. Yet, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part, especially making changes in your thinking, feelings and actions, outside of sessions.

The first session will involve an intake interview and assessment of the needs. By the end of the intake, we will discuss your treatment goals, frequency of appointments, and who will participate, and create an initial treatment plan. We may use a number of therapeutic techniques; including art therapy, play therapy, cognitive-behavioral therapy, psycho-education, mindfulness, experiential exercises; and client-centered therapy.

We will discuss progress towards your counseling goals periodically. If you have questions about my techniques or procedures, we should discuss them whenever they arise. If my services are not helping you, I will be happy to recommend another mental health professional at any point. My priority is that you find the most beneficial services, whether it is with me or with another professional.

I am a Licensed Professional Counselor in Virginia (#0701005719), with a PhD in Counseling and MA in Art Therapy from the George Washington University; and play therapy training from the Starbright Training Institute and the Theraplay Institute. In addition, I receive individual clinical supervision with Dr. Cheryl Doby-Copeland, for obtaining the Infant Mental Health Endorsement by the Virginia Association for Infant Mental Health.

## ONLINE SERVICES

I offer online video therapy (also known as tele-health) only under circumstances that prevent us from meeting in person. To protect your privacy, I use the Theranest platform, which meets the online privacy requirements of the HIPAA law. As a Licensed Professional Counselor in Virginia, I can only provide this service while you and I are physically located in Virginia.

Please be aware that for online therapy sessions you will need a private space, where others cannot hear or see you. You will be responsible for ensuring your privacy, as I am not able to do so at a distance. Please do not store in your computer any information related to your counseling, as it can be stolen or hacked.

Online communication has some additional risks, such as malfunctioning of the Theranest platform, internet service interruptions, and losing the connection temporarily. If we experienced these challenges, we would temporarily communicate by phone without video, until the technical issues are resolved. I am not able to provide crisis-intervention services in the event that a client is at risk of hurting themselves or others. In the case of such a mental-health emergency, please 1) contact the Emergency Mental Health Services of the county where you live (I can provide these numbers for you and they are listed online), 2) go to your Local Hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call.

If circumstances warrant online video counseling, we would first ensure that this modality is beneficial to you. Otherwise, I will provide referrals to alternative services.

## PROFESSIONAL FEES AND PAYMENT

My fee reduced for the 90-minute intake session is \$240, and for each subsequent 60-minute session it is \$160. Payment can be made after the time of the appointment, by check or credit card, or at the end of the month. Any checks returned to my office are subject to an additional fee of up to \$25.00 to cover the bank fee that I incur. If you refuse to pay the fees, I reserve the right to use an attorney or collection agency to secure payment.

I charge the same fees for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, and attendance at meetings or consultations. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party asks me to testify.

At this time, I do not receive insurance payments. However, I will supply you with a receipt that you can submit to your insurance company for reimbursement directly to you. Please inquire with your insurance company regarding reimbursement rate for psychotherapy with out-of-network providers, the number of sessions covered in a year, and whether your plan has a deductible.

## CANCELLATIONS

If you need to cancel or reschedule a session, I ask that you provide me with 24-hour notice. If you miss a session without canceling, or cancel with less than 24-hour

notice, please agree to pay for the full fee of the missed session, unless it was due to an emergency or illness. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time. If you are late, your appointment will still need to end at the regular time.

## ENDING COUNSELING

Your participation in therapy is voluntary and you have the right to end therapy at any time. However, if you do decide to do so, I encourage you to talk with me about the reason for your decision in a counseling session together. I ask that you allow for one final session for us to have an ending together, to review what we've done and to offer feedback to each other. Likewise, at my discretion, I reserve the right to end our work together and provide you with appropriate referrals, for reasons including, but not limited to, failure to participate in therapy, conflicts of interest, untimely payment of fees, or if I do not have the training to help you with specialized issues, such as substance abuse.

## PROFESSIONAL RECORDS

I am required to keep appropriate records of the services that I provide. Your records will be documented in an electronic health records system that complies with HIPAA requirements. I will keep the printed records and questionnaires in a secure location in my home office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Seven years after the end of counseling, the records are no longer required and will be shredded.

You have the right to a copy of your file, except in unusual circumstances that involve danger to yourself. These are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents.

If I decline your request for access to your records for ethical reasons (for example, if this poses a danger to yourself), you have the right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be provided to any other health care provider at your written request, with the limitations of your choice. You also have the right to request that I amend your records.

## CONFIDENTIALITY

With very few exceptions, the information discussed during our sessions and all documentation (written or in any other medium) is kept private and confidential.

Some very important exceptions to this rule are:

1. If there is a court order for the therapist to testify, or to provide the client's chart.
2. If I learn that you intend to hurt yourself or another person, I may need to call 911 to ensure everyone's safety.
3. If I learn or suspect that a child, disabled adult or elderly person is being abused or neglected, I must report to the protective authorities.

## CONTACTING ME

I am often not immediately available by telephone. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact the Emergency Mental Health Services of the county where you live (I can provide these numbers for you and they are listed online), 2) go to your Local Hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call.

We may communicate by regular e-mail or text only for the purpose of scheduling or cancellations (if at least 24 hours before the appointment). Please do not include any private information in e-mails or texts, as others may read them inadvertently. I do not use social media. In the case that you need to communicate important information in the time between sessions, please do so by phone, or send me a secure e-mail (Therabook) requesting that I call you.

## IN MY ABSENCE

In the event that I pass away or become incapacitated, my colleague Dr. Manal Abukishk can offer an urgent psychotherapy consult, (202) 390-2739, manal2psycho@gmail.com.

PLEASE NOTE: I will be unavailable for the month of December, 2021.

## OTHER RIGHTS

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience.

To file a complaint of illegal or unethical counseling practices, please contact the Virginia Department of Health Professions at 800-533-1560.

## CONSENT TO PARTICIPATE IN COUNSELING

Your signature below indicates that you have read this agreement, we discussed your questions, and you agree to the terms.

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Signature of Client

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Printed Name of Client

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Date