



## **INFORMED CONSENT**

Welcome to Ashar Counseling and Psychological Services, LLC. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that you can discuss them at your next meeting with your therapist. When you sign this document, it will represent an agreement between you, your therapist and Ashar Counseling and Psychological Services, LLC.

### **ABOUT OUR THERAPISTS**

*Carolyn Clansy Miller, Ph.D.*

Dr. Carolyn Clansy Miller obtained a Bachelor of Science Degree in Psychology from the University of Houston, Houston, Texas (1989), a Master of Arts Degree in Clinical Psychology from Texas Southern University in Houston, Texas (1991), and a Doctor of Philosophy Degree in Clinical Psychology from St. Louis University in St. Louis, Missouri (1998).

Dr. Miller has been trained as a scientist-practitioner using a broad-based approach that enables her to work with children, adolescents and adults presenting with an array of conditions. She has been providing individual, marriage, and group psychotherapy and administering psychological evaluations for more than 20 years.

Dr. Miller specializes in working with woman's issues, relationship issues, mood disorders, trauma, anger management, and persons with chronic medical conditions. She has received advanced training in Gottman's Couple's Therapy and in treating couples after infidelity. Her primary treatment approach includes Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Psychodynamic Therapy, Acceptance and Commitment Therapy, and Gottman's Couple's Therapy.

Dr. Miller is a Licensed Psychologist in Texas and the United States Virgin Islands. She owns and operates Ashar Counseling and Psychological Services located in St. Thomas, Virgin Islands and Missouri City, Texas.

This information is required by the Board of Psychology Examiners which regulates all licensed psychologists, associate psychologists, and psychological associates;

USVI Board of Psychology Examiners, Office of the Commissioner of Health  
9048 Sugar Estate, St. Thomas, USVI 00802  
Ph.: 340-774-7477 ext. 5694

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problem(s) you hope to address. There are many different methods we may use to deal with those problems. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order, for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees as to what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with your therapist. At the end of the evaluation, your therapist will notify you if he or she believes that they are not the right therapist for you and, if so, he or she will give you referrals to other practitioners whom they believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist's procedures, you should discuss them with him or her whenever they arise. If your doubts persist, he/she will be happy to help you set up a meeting with another mental health professional for a second opinion.

## **MEETINGS**

Our therapists normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if your therapist is the best person to provide the services you need in order to meet your treatment goals. If you and your therapist agree to begin psychotherapy, he or she will usually schedule one 45-55-minute session (one appointment hour of 45-55 minutes duration) per week, at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, we will try to find another time to reschedule the appointment.

## **PROFESSIONAL FEES**

Our cash hourly fee for an initial session is \$250 and \$175 per session thereafter. If we meet more than the usual time, you will be charged accordingly. In addition to weekly appointments, we charge this same hourly rate for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other professional services include psychological evaluation, report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for any professional time he or she spends on your legal matter, even if the request comes from another party. We charge \$350 per hour for professional services we are asked or required to perform in relation to your legal matter. We also charge a fee of \$25 for records requests.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Ashar Counseling and Psychological Services and or your therapist has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information released regarding a patient's treatment is his/her name, the dates, times, and nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

In order, for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If necessary, we are willing to call the insurance company on your behalf to obtain clarification.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available.

“Managed Health Care” plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require that we provide them with your clinical diagnosis. Sometimes your therapist has to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. ***You understand that, by using your insurance, you authorize Ashar Counseling and Psychological Services and/or your therapist to release such information to your insurance company. He or she will try to keep that information limited to the minimum necessary.***

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above unless prohibited by the insurance contract.

## **CONTACTING ME**

Your therapist is often not immediately available by telephone. Though we are usually in our office between 9 AM and 6 PM, we probably will not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by voicemail or by our administrator who knows where to reach us. We will make every effort to return your call in a timely manner, with the exception of weekends and holidays. If you are difficult to reach, please inform the office of times when you will be available. In case of an emergency, call 911 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for an extended time, he or she will provide you with the name of a colleague to contact, if necessary.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a psychologist is protected by law, and we can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent your therapist from providing any information about your treatment. In some legal proceedings, a judge may order our testimony if he/she determines that the issues demand it, and we must comply with that court order.

There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about a patient's treatment. For example, if your therapist believes that a child, elderly person or disabled person is being abused or has been abused, he or she must make a report to the appropriate agency.

If your therapist believes that a patient is threatening serious bodily harm to another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of your work with your therapist, your therapist will attempt to fully discuss it with you before taking any action.

We may occasionally find it helpful to consult other professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The consultant is also legally bound to keep the information confidential.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. Your therapist will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice your therapist am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and we are not attorneys.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during your professional relationship with your therapist and Ashar Counseling and Psychological Services.

PATIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## MINORS

### Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. We will ask you to provide a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is our policy to notify the other parent that we are meeting with your child, if possible. We believe it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, your therapist will strive to listen carefully so that he or she can understand your perspectives and fully explain his or her perspective. You and your therapist can resolve such disagreements or agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, we will honor that decision, unless there are extraordinary circumstances. However, in most cases, we will ask that you allow your therapist the option of having a few closing sessions with your child to appropriately end the treatment relationship.

### Individual Parent/Guardian Communications with Me

In the course of treating your child, your therapist may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, the patient is your child – not the parents/guardians nor any siblings or other family members of the child.

If your therapist meets with you or other family members in the course of your child's treatment, he or she may make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

### Mandatory Disclosures of Treatment Information

In some situations, we are required by law or by the guidelines of our profession to disclose information, whether or not I have your or your child's permission. We have listed some of these situations below.

Confidentiality cannot be maintained when:

- Child patients tell their therapist they plan to cause serious harm or death to themselves, and your therapist believes they have the intent and ability to carry out this threat in the very near future. Your therapist must take steps to inform a parent or guardian or others of what the child has disclosed and how serious your therapist believes this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell their therapist they plan to cause serious harm or death to someone else, and your therapist believes they have the intent and ability to carry out this threat in the very near future. In this situation, your therapist must inform a parent or guardian or others and may be required to inform the person who is the target of the threatened harm and the police.
- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, your therapist will need to use their professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell their therapist, or he or she otherwise learns that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, your therapist is required by law to report the alleged abuse to the appropriate territory or state child-protective agency.
- Your therapist is ordered by a court to disclose information.

#### Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is our policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then your therapist will need to use his or her professional judgment to decide whether your child is in serious and immediate danger of harm. If your therapist feels that your child is in such danger, he or she will communicate this information to you.

**Example:** If your child tells their therapist that he/she has tried alcohol at a party, their therapist may keep this information confidential. If your child tells their therapist that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, he or she would not keep this information confidential from you. If your child tells their therapist, or if their therapist believes based on things he or she learn about your child, that your child is addicted to drugs or alcohol, their therapist would not keep that information confidential.

You can always ask your child's therapist questions about the types of information I would disclose. We recommend you ask in the form of "hypothetical situations," such as: "If a child told you that he or she were doing \_\_\_\_\_, would you tell the parents?"

Even when we have agreed to keep your child's treatment information confidential, your therapist may believe that it is important for you to know about a particular situation that is going on in your child's life. In these situations, your child's therapist will encourage your child to tell you and will help your child find the best way to do so. Also, when meeting with you, your child's therapist may sometimes describe your child's problems in order to help you know how to be more helpful to your child.

Parent/Guardian Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although your child's therapists' responsibility to your child may require his or her helping to address conflicts between the child's parents, his or her role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena your therapist's records or ask him or her to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing his or her opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring your therapist's testimony, even though he or she will not do so unless legally compelled. If your child's therapist is required to testify, he or she is ethically bound not to give their opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, your child's therapist will provide information as needed, if appropriate releases are signed or a court order is provided but will not make any recommendation about the final decision(s). Furthermore, if your child's therapist is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for his or her participation agrees to reimburse your therapist at the rate of \$350 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions as you and your therapist progress with therapy, you can ask him or her at any time.

Minor's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

\* For very young children, the child's signature is not necessary

Parent/Guardian of Minor Patient:



**Please initial after each line and sign below, indicating your agreement to respect your child's privacy:**

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. \_\_\_\_\_

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above. \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_