

# INFORMED CONSENT FOR MENTAL HEALTH SERVICES  
### Phoenix Rising Counseling Services, LLC  
\*\*Effective Date:\*\* January 2025

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## ## 1. Identity of Practice and Nature of Services

Phoenix Rising Counseling Services, LLC provides outpatient mental-health counseling and psychotherapy services. Services may include any combination of assessment, diagnosis, treatment planning, individual counseling, family involvement when clinically appropriate, psychoeducation, trauma-informed interventions, Internal Family Systems (IFS), Emotion Focused Individual Therapy (EFIT), cognitive-behavioral therapy, EMDR-informed interventions, mindfulness-based approaches, skills training, crisis planning, referral, and coordination of care.

Psychotherapy is a collaborative process intended to improve emotional well-being, coping ability, functioning, insight, relationships, decision-making, and quality of life. Services are NOT

- emergency services,
- legal services,
- forensic services,
- custody-evaluation services,
- medication-management services,
- or guaranteed-outcome services.

The specific treatment approach will depend on clinical presentation, treatment goals, client preference, therapist judgment, legal and ethical obligations, and available scope of practice.

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## ## 2. Voluntary Participation and Ongoing Informed Consent

Participation in counseling is voluntary except where treatment is required by court order, employer requirement, school requirement, or other third-party condition. Even when a third party encourages or requires treatment, the therapeutic relationship remains subject to professional ethics, applicable law, confidentiality rules, and clinical judgment.

The client may ask questions at any time, decline a specific intervention, request a referral, or discontinue services, subject to applicable legal, ethical, safety, billing, and continuity-of-care obligations.

Informed consent is an ongoing clinical process. The client may raise questions about diagnosis, treatment methods, alternatives, risks, benefits, limits, records, confidentiality, telehealth, fees, or practice policies at any time.

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### ## 3. Risks, Benefits, Alternatives, and No Guarantee of Outcome

Potential benefits of psychotherapy include improved coping ability, reduced symptoms, better understanding of thoughts and emotions, improved relationships, improved decision-making, improved self-regulation, increased resilience, and improved quality of life.

Potential risks include temporary emotional discomfort, increased awareness of painful experiences, sadness, anger, grief, shame, anxiety, fatigue, relationship disruption, difficult decision-making, or temporary worsening of symptoms. Therapy may also reveal patterns, conflicts, or life circumstances that require challenging changes.

Outcomes are not guaranteed. Progress depends on factors including client participation, therapeutic fit, severity and duration of symptoms, external stressors, medical conditions, substance use, family and social environment, financial constraints, legal stressors, and other factors outside the therapist's control.

Alternatives to therapy may include psychiatric evaluation, medication management, group therapy, intensive outpatient treatment, partial hospitalization, inpatient treatment, peer support, spiritual support, medical evaluation, self-help resources, or referral to another provider.

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### ## 4. Client Rights

The client has the right to:

1. Receive respectful, nondiscriminatory care consistent with applicable state and federal law.
2. Participate in treatment planning.
3. Receive clinically appropriate information about diagnosis, treatment recommendations, risks, benefits, and alternatives.
4. Ask questions about services and policies.
5. Decline specific interventions.
6. Request referral or transfer of care.
7. Withdraw consent for treatment, subject to applicable legal, ethical, safety, billing, and continuity-of-care obligations.
8. Request access to records as allowed by HIPAA and Georgia law.
9. Request amendment or correction of records as allowed by HIPAA.
10. File a complaint with Phoenix Rising Counseling Services, LLC.
11. File a complaint with the Georgia Composite Board of Professional Counselors, Social Workers, and Marriage and Family Therapists.
12. File a HIPAA complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

No retaliation will occur because a client raises a concern or files a complaint.

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## ## 5. Confidentiality and Privacy

Clinical information is protected by HIPAA, Georgia law, professional ethics, and applicable practice policies. Information will not be released without written authorization except when permitted or required by law.

A valid authorization generally identifies the information to be released, the person or entity authorized to disclose it, the recipient, the purpose, the expiration date or event, and the client's right to revoke the authorization in writing except to the extent action has already been taken in reliance on it.

Phoenix Rising Counseling Services, LLC will generally use or disclose only the minimum necessary information for the intended purpose unless the client authorizes broader disclosure, the law requires broader disclosure, or broader disclosure is clinically necessary for safety.

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## ## 6. Legal and Ethical Exceptions to Confidentiality

Confidentiality may be limited in circumstances including but not limited to the following.

### ### 6.1 Serious or Imminent Risk to Self

If the client presents a serious or imminent risk of harm to self, the therapist may disclose information necessary to protect safety. This may include contacting emergency services, crisis responders, hospitals, medical providers, emergency contacts, family members, or other persons reasonably necessary to reduce risk.

### ### 6.2 Serious Threats to Others / Georgia Duty to Warn or Protect

Georgia recognizes a duty to protect in limited circumstances when a mental-health provider knows, or should know, that a client presents a serious risk of bodily harm to an identifiable person and reasonable protective action is required. Georgia law and professional rules place clinicians in the difficult position of preserving confidentiality unless disclosure is legally permitted or required, while also taking reasonable steps when there is clear and imminent danger to the client or others. When such a risk exists, Phoenix Rising Counseling Services, LLC may disclose only the information reasonably necessary to warn an identifiable victim, notify law enforcement or other responsible authorities, seek emergency evaluation, arrange hospitalization, or take other clinically and legally appropriate protective action.

### ### 6.3 Abuse, Neglect, or Exploitation Reporting

The therapist is a mandated reporter when applicable law requires reporting. A report may be required when there is reasonable cause to suspect abuse, neglect, or

exploitation involving a minor, elderly adult, disabled adult, or vulnerable adult. Certainty or proof is not required before making a mandated report.

#### ### 6.4 Court Orders, Subpoenas, and Legal Proceedings

Records or testimony may be required by court order or other binding legal authority. A subpoena alone may not always require immediate disclosure. Where legally appropriate, Phoenix Rising Counseling Services, LLC may seek written authorization, clarification, a protective order, a motion to quash, or other lawful limitation before disclosure.

#### ### 6.5 Medical or Mental-Health Emergencies

Information may be disclosed as necessary to respond to medical, psychiatric, or safety emergencies.

#### ### 6.6 Insurance, Billing, and Payment

If insurance is used, information may be disclosed for eligibility, authorization, claims processing, payment, utilization review, audits, appeals, fraud-prevention functions, and other payer-related operations. Insurance use generally requires a mental-health diagnosis and may involve disclosure of treatment dates, symptoms, treatment plans, progress, and medical necessity information.

#### ### 6.7 Supervision, Consultation, Legal, Compliance, and Practice Operations

Information may be disclosed to qualified supervisors, consultants, attorneys, billing personnel, compliance consultants, administrative support, technology vendors, or other practice-support persons when permitted by law and reasonably necessary for treatment, payment, operations, legal compliance, risk management, billing, quality assurance, or continuity of care.

#### ### 6.8 42 CFR Part 2

Certain substance-use-disorder treatment information may receive additional protection under 42 CFR Part 2 if the service or program meets the legal requirements for Part 2 coverage. When Part 2 applies, disclosure is limited except as specifically allowed by law.

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### ## 7. Records and Documentation

Clinical records may include intake documents, consent forms, assessments, diagnosis, treatment plans, progress notes, safety assessments, crisis plans, coordination-of-care documentation, releases of information, billing documentation, correspondence, consultation notes, and other clinically or legally relevant materials.

Records are maintained according to HIPAA, Georgia law, applicable Georgia Composite

Board rules, payer requirements, contract requirements, and professional standards.

Adult records are generally retained for at least 5 years after the final date of service. Minor records are generally retained for at least 7 years after the last date of service or until the minor reaches adulthood, whichever period is longer, unless a longer period is required by law, payer requirement, litigation hold, contract, or professional judgment.

The client may request access to records, a summary of records, correction or amendment, and other HIPAA-recognized rights. Fees may be charged as allowed by law.

Psychotherapy notes, if maintained separately as defined by HIPAA, are treated differently from the general clinical record and may receive additional protection.

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## ## 8. Telehealth Services

Telehealth may be provided when clinically appropriate and legally permitted. Telehealth may involve real-time audio, video, or other electronic communication.

The client agrees to:

1. Be physically located in Georgia or another jurisdiction where the therapist is legally authorized to provide services at the time of service.
2. Inform the therapist of the client's physical location at the beginning of each telehealth session or whenever requested.
3. Provide emergency contact or emergency-location information when clinically appropriate.
4. Participate from a private and safe location.
5. Avoid participating while driving, operating machinery, or engaging in unsafe or distracting activities.
6. Use reasonable measures to protect privacy on the client's side of the communication.

Risks of telehealth include technological failure, service interruption, privacy risks, miscommunication, poor audio or video quality, and limitations in crisis assessment.

The therapist may determine that telehealth is not clinically appropriate and may recommend in-person services, higher level of care, emergency evaluation, referral, or termination/transfer when legally or clinically required.

Recording telehealth sessions is prohibited unless all participants give prior written consent or recording is otherwise required or permitted by law.

If a telehealth connection fails, the therapist may attempt reconnection, call by phone, communicate through the client portal, or follow the emergency/safety plan when clinically indicated.

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## ## 9. Emergencies and Crisis Limitations

Phoenix Rising Counseling Services, LLC does not provide 24/7 crisis coverage and is not an emergency-response provider.

Email, text, voicemail, portal messaging, and routine communication channels are not appropriate for emergencies or urgent safety concerns and may not be reviewed immediately.

For emergencies or immediate safety concerns, the client should:

1. Call 911;
2. Go to the nearest emergency room;
3. Call or text 988 for the Suicide & Crisis Lifeline;
4. Contact local emergency services or crisis resources.

If the therapist becomes aware of a serious safety concern, the therapist may take protective steps consistent with law, ethics, and the confidentiality exceptions described in this document.

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## ## 10. Communication Policies

Email and text communication should be limited to administrative matters such as scheduling or brief logistical communication. Clinical issues should be addressed in session or through the approved client portal when appropriate.

Electronic communication is not guaranteed to be secure. By choosing to communicate through standard email or text, the client acknowledges the potential privacy risks.

Social media contact with the therapist is not permitted. The therapist will not accept friend requests, follow requests, direct messages, clinical disclosures, or informal online interaction through social media.

The therapist does not routinely search for client information online unless clinically or legally necessary, such as during a safety emergency.

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## ## 11. Fees, Billing, Insurance, and Financial Responsibility

The client is responsible for fees not covered by insurance, including copays, deductibles, coinsurance, non-covered services, and denied claims unless prohibited by law, payer contract, or written agreement.

If insurance is used, the client authorizes disclosure of information necessary for eligibility verification, authorization, claims processing, payment, audits,

appeals, and payer-related functions. Insurance benefits are not a guarantee of payment.

A separate Financial Agreement governs specific rates, payment methods, cancellation fees, collection policies, and insurance procedures. If this consent and the Financial Agreement conflict on financial terms, the Financial Agreement controls unless prohibited by law.

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## ## 12. Appointments, Cancellations, and Attendance

Sessions usually last 45-60 minutes unless otherwise agreed.

A 24-hour cancellation notice is required. Late cancellations and no-shows will result in a fee that is not billable to insurance.

Repeated cancellations, no-shows, lateness, or inconsistent attendance may result in treatment review, referral, or discharge from services. Arriving late may reduce session length.

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## ## 13. Professional Boundaries

The therapeutic relationship is professional and limited to treatment-related purposes. The therapist does not engage in friendships, business relationships, romantic relationships, sexual relationships, informal social relationships, or other dual relationships that would impair clinical judgment, objectivity, client welfare, or professional ethics.

Physical contact, gifts, bartering, and out-of-office interactions are generally avoided unless clinically appropriate, ethically permissible, and clearly documented.

If incidental public contact occurs, the therapist will generally not initiate contact or acknowledge the therapeutic relationship unless the client initiates contact.

Boundary concerns may be discussed in session at therapist's or client's discretion.

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## ## 14. Minors and Parental Rights

Parents or legal guardians generally have authority to consent to mental-health treatment for minors in Georgia.

There are limited circumstances under law and ethics in which a minor may receive services without active parental involvement. These circumstances are uncommon and

evaluated case by case. Providing such services does not transfer full legal consent rights to the minor and does not guarantee confidentiality from parents.

Parents generally have rights to treatment information, but therapy with minors often requires some privacy. The therapist may use professional judgment to limit specific details shared with parents when disclosure would reasonably be expected to cause harm, materially interfere with treatment, reduce the minor's willingness to participate honestly, compromise safety, or otherwise be clinically or legally inappropriate.

Parents will generally receive high-level updates about goals, attendance, participation, and safety unless doing so would place the minor at risk or otherwise be inappropriate.

Confidentiality for minors is limited by safety concerns, mandated reporting, court orders, emergencies, billing, insurance, supervision, consultation, and practice operations.

When parents are separated, divorced, subject to custody orders, or involved in legal disputes, Phoenix Rising Counseling Services, LLC may request custody, guardianship, or court documentation before beginning or continuing services.

Phoenix Rising Counseling Services, LLC does not provide custody evaluations, parenting-time recommendations, forensic opinions, or legal opinions unless a separate written agreement specifically states otherwise.

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### ## 15. Couples, Family, and Multi-Participant Treatment

When services involve couples, families, parents, children, or other multiple-participant treatment, the therapist will clarify the identified client and confidentiality expectations.

The identified client may be an individual, minor, couple, family system, parent-child relationship, or another clinically defined treatment unit.

Information shared in couples or family work may not be treated as secret from other participants when the information is clinically relevant to the shared treatment, safety, or treatment integrity. The therapist may decline to hold secrets that materially affect the treatment.

Records in multi-participant treatment may contain information about more than one person. Requests for records may require additional review before disclosure.

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### ## 16. Coordination of Care

With written authorization, the therapist may coordinate care with physicians,

psychiatrists, schools, attorneys, previous therapists, hospitals, family members, probation officers, or other relevant parties.

Coordination of care may be recommended when clinically useful and may be required when necessary for safety, legal compliance, payer requirements, continuity of care, or appropriate treatment.

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## ## 17. Termination, Transfer, and Referral

The client may discontinue treatment at any time.

The therapist may recommend pausing, transferring, referring, or terminating services when clinically appropriate, including when:

1. Treatment goals have been met;
2. Services are no longer clinically appropriate;
3. A higher level of care is needed;
4. Attendance is inconsistent;
5. Payment issues remain unresolved;
6. Boundaries or safety are compromised;
7. Required information is not provided;
8. Telehealth is no longer appropriate;
9. The therapist is not legally permitted to continue providing services in the client's location;
10. The therapist lacks the scope, specialty, availability, or resources needed for the client's needs.

When clinically and legally appropriate, the therapist will make reasonable efforts to discuss termination, provide referrals, and support continuity of care. Immediate termination or emergency referral may occur when required by safety, legal, ethical, or clinical circumstances.

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## ## 18. Consent Acknowledgment

By signing below, the client acknowledges and agrees that:

1. The client has read and understood this Informed Consent.
2. The client has had the opportunity to ask questions.
3. The client understands the nature, risks, benefits, alternatives, and limitations of psychotherapy.
4. The client understands the risks, benefits, and limitations of telehealth when telehealth is used.
5. The client understands confidentiality and its limits.
6. The client understands emergency and crisis limitations.
7. The client understands communication, social media, attendance, billing, and record policies.

8. The client understands that separate documents may govern financial policies, privacy practices, releases of information, and other administrative matters.

9. The client voluntarily consents to mental-health treatment.

10. The client may revoke consent or discontinue treatment, subject to applicable legal, ethical, billing, safety, and continuity-of-care obligations.

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Client Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Name, if applicable: \_\_\_\_\_

Parent/Guardian Signature, if applicable: \_\_\_\_\_

Date: \_\_\_\_\_

Clinician Name: \_\_\_\_\_

License Type / License Number: \_\_\_\_\_

Clinician Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Phoenix Rising Counseling Services, LLC

Phone: 478-216-8801

Fax: 888-705-0482

Website: [www.phoenixrcs.org](http://www.phoenixrcs.org)