



911 At Ease International, Inc.
Post Office Box 30363, Santa Barbara, California 93130
Telephone (888) AT-EASE-4 Website www.911aei.org

At Ease is a non-profit organization therefore we are unable to take on workers' compensation cases. If you have retained a workers' compensation attorney; filed a workers' compensation claim; or plan to file a workers' compensation claim, we will be unable to provide services.
Please refer to your Workers' Compensation Policy and Medical Provider Network.

CONSENT FOR TREATMENT

Important Notices to Patients, Acknowledgement and Consent Regarding Office Policy and Practices¹

I. OFFICE POLICIES AND PROCEDURES.

A. SERVICES PROVIDED

911 At Ease International, Inc. (AEI) offers mental health support services to First Responder individuals, couples and families. These services are provided by a variety of mental health professionals who are “culturally competent” to work with the unique issues that first responders experience in their career, marriages and family life. Fees for counseling are covered by the AEI Program in order to make help more accessible. There may be circumstances where referrals to specialists outside the program will be recommended. The costs incurred in those situations will not be covered by the AEI Program.

B. RISKS AND BENEFITS OF THERAPY

Psychotherapy is a process in which the therapist and patient discuss a myriad of issues, events, experience, and memory for purposes of understanding and endeavoring to achieve a positive change for the patient's well-being. It provides an opportunity for better and deeper understanding for the patient concerning the patient's thinking and perspective, experiences, relationships and functionality, and helping the patient with the concerns and symptoms which bring the patient to therapy, among other potential benefits.

¹ These policies and practices are effective as of July 11, 2020.

The therapeutic process, and its success, is highly variable, and depends on a variety of factors. Good or optional results cannot be predicted, or guaranteed. The therapeutic process, its outcomes and how a particular patient may experience the process, is very individualized. While therapy can be rewarding, at times, often early into the process, it can be difficult and entail discomfort, particularly regarding unpleasant or unfortunate events from the past, feelings and experiences. Some patients may find they feel worse before they feel better. This is not uncommon. Personal growth and change may be easy and swift at times, but may also prove slow and frustrating. There may be times when the therapist will question, or even challenge, the patient's perceptions, and assumptions, and offer a different perspective or another explanation. This may result in outcomes that are not intended, including but not limited to personal relationships. Ultimately any decision-making regarding oneself or one's personal relationships is the patient's. The patient should address any concern he or she has regarding feelings and the progress of therapy with the therapist.

C. THERAPISTS ARE INDEPENDENT PROVIDERS; YOUR THERAPIST IS NOT AN EMPLOYEE OR AUTHORIZED AGENT OF 911 AT EASE INTERNATIONAL, INC.

A therapist you see through the 911 At Ease International, Inc. network is one of a number of independent mental health professional providers. The therapist who provides you services is not an employee or authorized agent of AEI. The therapist uses his or her own judgment and skills in rendering counseling and therapy to you. AEI has no right of control over the details, nature or manner that the therapist performs his or her services in your case. As such, AEI is not and cannot be responsible for the judgment or conduct of your therapist, who is an independent, licensed professional who has contracted to perform professional services to clients and patients through the AEI network. The therapist is solely responsible for his or her judgment or conduct. If you are dissatisfied with the therapist, you may contact AEI and request termination of services or reassignment of your case to another network independent provider.

D. PROFESSIONAL CONSULTATION

Professional consultation is not uncommon and a component of a healthy psychotherapy practice. From time to time the therapist may participate in a clinical, ethical or legal consultation with a professional consultant or colleague. During such consultations, the therapist will not reveal any personally identifying information regarding the patient. Should it appear that a formal outside consultation or referral to another specialist is indicated, the therapist may make that recommendation to you.

E. CONFIDENTIALITY

In keeping with legal and ethical standards of the State you are practicing in, all services provided by AEI clinicians are kept confidential, with the exception of situations either required, or permitted, by law to break confidentiality without your written consent. These situations include:

- Suspicion of child abuse (sexual, physical, mental, emotional, neglect, trafficking).
- Suspicion of elder abuse or dependent adult abuse (sexual, physical, mental, emotional, financial, neglect).
- Harm to yourself. Your counselor is legally and ethically required to take appropriate measures to help assure your safety. These measures may include, but are not limited to, informing a friend, parent, spouse, pastor, or legal authority.
- To prevent a serious threat to the health or safety of another individual.

Other circumstances exist where under federal and state law certain information, incidental to the practice, may be disclosed. This is discussed below under Section II: Privacy Practices (HIPAA).

F. THERAPY POLICIES

AEI works to arrange your initial counseling session as promptly as possible. Subsequent sessions are arranged between you and your counselor. Should you have difficulty with scheduling more sessions, please call the AEI Intake Manager for assistance. We understand that finding a safe and trusted counselor is important. If you feel your counselor is not a good match, you may request to be referred to another AEI counselor by speaking with the Chapter Manager or the Director.

Many issues typically encountered by AEI counselors can be addressed within about 10 sessions. Your initial assessment session focuses on defining your concerns, suggesting potential treatment plans, and determining whether an AEI counselor can meet your needs. Please talk with your counselor if you think continuing beyond 10 sessions would be beneficial.

If you have questions about our services, please ask at your initial session. Comments can always be given directly to Program staff or submitted on our website.

G. PATIENT LITIGATION

It is generally considered unwise, and potentially a conflictual situation, for a patient's therapist to become involved in litigation involving the patient. The therapist's role is for therapy, not for forensic purposes. If the patient needs an expert for litigation in which the patient is involved, there are trained professionals available for that purpose. As such, the therapist has a policy of not communicating with lawyers, or writing letters or signing declarations for the patient's attorney to be used for litigation purposes. The therapist will not produce records without a signed authorization from the patient or an order from the court. It is understood that should the therapist be subpoenaed to testify, the patient will be responsible for reimbursing the therapist for any time spent in preparation, travel, waiting and testifying at the prevailing rate for a similarly qualified therapist.

H. CANCELLATIONS / RESCHEDULING

Should you need to cancel your session, please provide your therapist a minimum notice of 24 hours. We appreciate having as much advance notice as possible when cancelling. Likewise, on occasion your counselor may become unavailable for an appointed session. If this occurs, your session will be rescheduled as soon as possible.

I. USE OF ELECTRONIC MAIL, TEXTING, SOCIAL MEDIA

Outside of scheduling appointments, we advise against the use of electronic mail or texting with your counselor, and posting concerning personal matters or issues in connection with your therapy on social media is unwise, and may compromise the confidentiality of you, your condition and your care. The time and place, and best modality concerning your care and any issues which may arise, should occur in the course of an appointed visit with your therapist.

Use of social media is considered public—not private—communication. Please do not take offense if the counselor does not respond to invitations to friend or otherwise engage you on social media.

We cannot guarantee that electronic messaging will be private and confidential. While texting and email are convenient ways to set appointments and communicate, there are always inherent security risks in today's technology environment. Talk with your counselor regarding preferences for communication.

J. “NO SECRETS” POLICY FOR FAMILY AND COUPLES THERAPY

When a therapist provides family or couples therapy, the client becomes the family or couples unit, not the individual participants. It is that conjoint therapeutic unit whose indivisible confidentiality is owed. Consequently, understand that if the therapy involves family or couples work, neither you nor the other participants is the client; rather, the client is the indivisible family or couples unit, over which you may have a say, but not a veto. This includes matters of confidentiality. Accordingly, when agreeing to family or couples therapy, you are necessarily agreeing to allow the therapist, in the therapist's judgment, to use or share with other participants of the group information learned from individual break-out sessions if the therapist feels it appropriate or indicated. (This is different than what occurs in dedicated individual therapy where the patient controls what if any information may be related to others.) This “no secrets” policy is intended to allow the therapist to continue to treat the patient (the family or couples unit) by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple or the family. By agreeing to participate in group work, you are recognizing and necessarily authorizing that the therapist is free to exercise his or her clinical judgment whether information learned in single sessions should be shared with the other member of the family or couples unit. This “no secrets” policy gives the therapist the needed prerogative to continue to treat the unit.

K. TELEHEALTH SESSIONS

Telehealth is a professionally accepted mode of delivering health care services, including psychotherapy, via communication technology (e.g., phone, Internet), to facilitate assessment, consultation, treatment, education and care management, as an alternative to meeting in person with the therapist, or talking on the phone.

While confidentiality is intended through the use of this medium, despite reasonable efforts to safeguard privacy there are risks. Transmission can be disrupted or distorted, affecting optional communication and the work of therapy. There is also the risk of an unauthorized person accessing or overhearing the information. In the event of an emergency, the therapist would obviously not be with or near you to assist, although 911 and other resources are always available to you.

Although telehealth has been found to be an effective means to making patient assessments and treating a wide range of mental and emotional issues, there is no guarantee it will be effective for all individuals. And like all therapeutic encounters, good results cannot be guaranteed. Generally speaking, in-person sessions with the therapist at the therapist's office is considered the optimal environment for therapeutic encounters, when practicable. But this is not always feasible.

It is understood and agreed that telehealth sessions may not be video- or audio-recorded without the knowledge and written consent of both patient and therapist.

L. APPLICABLE LICENSING BOARD

Please refer to the State licensing board that receives and responds to complaints regarding services provided within the scope of marriage family therapists, clinical social workers and professional clinical counselors.

II. PRIVACY PRACTICES (Health Insurance Portability & Accountability Act ("HIPAA"))

This notice summarizes how medical information about you may be used and disclosed and how you can get access to this information.²

1. Your Rights

You have the right to:

² For a more thorough treatment of what this entails, our rights and our responsibilities, see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html . Any questions you have may be answered by your therapist or by contacting AEI's HIPAA Compliance Officer: Andrea Nelson, anelson@911aei.org, 805-895-7925.

- Get a copy of your paper or electronic medical record³
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information⁴
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated⁵

2. Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a clinical hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

3. Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

4. Our Responsibilities

³ Certain limitations or restrictions may apply with regard to mental health records.

⁴ This pertains to disclosures outside AEI's organizational system.

⁵ You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. You will not be retaliated for filing a complaint.

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.⁶

5. Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

III. Acknowledgement and Consent

I have read and understand the information provided above, have discussed it with my therapist, and understand that I have the right to have all my questions regarding this information answered to my satisfaction. I recognize I have a right to decline therapy on these terms, and if so, I will be assisted in finding alternative care.

I understand, agree and consent to all to the policies and procedures discussed above.

Client Signature _____

Client Signature _____

Print Name _____

Print Name _____

Date _____

Date _____

rev. 1-6-2021

⁶ For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html .