

Holly T Mitchell - TX LPC - Counseling Practice

PATIENTS NAME:	DATE OF BIRTH:

Informed Consent / Consent to Treat / HIPAA Compliance

This document is intended to inform you of policies and procedures, your rights, and state and federal laws.

Psychological Services:

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist, patient, and the particular problems you are experiencing. There are many different methods that a clinician may use to deal with the problems that you hope to address. Psychotherapy calls for a partnership between you and the therapist to work on areas of concern in your life, develop growth and insight, help you achieve your desired goals and improve your overall well-being. Participation involves being open to the therapist’s suggestions and ideas, being honest with your therapist, discussing concerns about the process, completing outside assignments when appropriate, and providing ongoing feedback to the therapist about the process. Psychotherapy can have benefits and risks. While counseling is beneficial for many people, some people may not find therapy helpful. Since therapy often involves discussing unpleasant aspects of your life, you may experience temporary uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In order for you to maximize your experience, it is helpful to discuss with your therapist any questions or discomfort you may experience during the counseling process. Your therapist will work with you to help you understand the experience and/or use different methods or techniques that may lead you towards the growth you desire. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feeling of distress. However, there are no guarantees of what you will experience. The relationship between a therapist and patient is essential for change to take place. As such, the relationship is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. Because the therapist-patient relationship is so important, clinicians cannot be involved in a social relationship or friendship that exists outside of the therapy room. Limiting our relationship to the therapy office keeps your therapeutic environment safe, secure, and free of outside complications that could interfere with your therapy work. Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, should you decide to continue with therapy. Please evaluate this information along with your own opinions of whether you feel comfortable working with a therapist. Therapy involves a large commitment of time, finances, and energy, so you should be careful about the therapist you select. You have the right to decide not to enter therapy with your therapist. If you feel that you are not making progress towards your intended goals, you may terminate the therapeutic relationship at any time. Your therapist can provide a list of referrals for other therapists in the community. In an effort to help you transition, your therapist may request one last formalized session, to provide feedback and consider your next steps.

An individual who wishes to file a complaint against a Licensed Professional Counselor may write to:

Texas Behavioral Health Executive Counsel:
 333 Guadalupe Street St 3-900 Austin, Texas 78701; 1-800-821-3205 *This number is for complaints only.*

Therapy Appointments:

You and your therapist will agree on the frequency of sessions, goals, and type of counseling. Therapy is most effective when an individual attends appointments consistently. It is expected that you will arrive on time for your appointment. Services are by appointment only and are to be made online through the therapy portal.

Fees/Payments:

Therapy is a personal investment for mental health and well-being. It is expected that you will pay for therapeutic services provided. Please speak with your therapist about any financial difficulties that you might have. All session payments are due at the time of service. Gifts, bartering, and trading for a service is not appropriate. Payments can be made with cash, credit card, or a personal check. There will be a charge of \$50 for any returned checks and if you should incur this fee you will no longer be allowed to pay with a check.

- A 45 minute therapy session is \$150

By choosing an out of network provider, you acknowledge that you are giving up some consumer billing protections under federal law. I was given written notice that explained my provider or facility isn’t in my health plan’s network, described the estimated cost of each service, and disclosed what I may owe if I agree to be treated by this provider. By signing this consent, I fully and completely understand that some or all of the amounts I pay might not count toward my health plan’s deductible or out-of-pocket limit. You can end this agreement by notifying the provider or facility in writing before getting services.

Good Faith Estimate for Cash Pay Clients:

If the patient does not have, or is not using, in-network insurance benefits, there is good faith estimate requirements so that you do not have any surprises in the cost of your treatment.

<i>Service:</i>	<i>Good Faith Estimate Total Cost:</i>
3 Months of counseling attending weekly	\$1600
6 Months of counseling attending weekly	\$3600

This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for counseling services. The estimate is based on information known at the time the estimate was created. The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill. You may contact the health care provider listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask your clinician to update the bill to match the Good Faith Estimate. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider, you will have to pay the higher amount. To learn more and get a form to start the process, go to www.cms.gov/nosurprises

Insurance:

If you have insurance and your therapist is “in network” the fee is reduced based on the contract with your insurance company. In such cases, we will bill and file your claim with the insurance company directly as a courtesy to you and they will pay a portion of the cost of your therapy per session. It is your responsibility at each session to pay your co-payment or co-insurance fee. In the event that you have not met your deductible, the full fee is due at each session until the deductible is satisfied. It is your responsibility to ensure that the requirements of your particular insurance company for preauthorization of services are met, specifically for mental health benefits. Your signature denotes your understanding and agreement that if your insurance company fails to pay for any reason, including bankruptcy of the insurance company or non-payment of the premium, you are responsible for any unpaid balances and upon notification will pay what is due. In the event that your therapist is not a provider for a particular insurance company, you can be accepted as a private pay client and if requested your therapist can provide you with the appropriate information necessary for you to submit a claim to your insurance provider and be reimbursed directly.

Email:

Please note the following guidelines for use of e-mail as a form of communication with your therapist. Your therapist cannot provide personal counseling through email, but can offer limited support. Your therapist cannot guarantee that your email will remain confidential. Although your therapist will keep your email private, your therapist cannot ensure that administrators of the system or experienced computer users could not view or access email. Your therapist may not have the ability to check email outside of business hours.

Court:

Should a therapist be requested to testify or if a therapist receives a subpoena by the Court, there is a required non-refundable fee of \$1200, to be paid one week prior to the court appearance. You will be billed at the court fee of \$300 per hour if the proceedings take longer than four hours for the therapist’s time preparing for testimony, consulting with either attorney, writing reports, reproducing records, custody evaluations, traveling to and from court, time waiting at the courthouse, and time spent testifying. We do not provide forensic evaluations.

Cancellation Policy:

If you need to reschedule or cancel an appointment, please contact the office as soon as possible. **Appointments not canceled or rescheduled 24 hours in advance will be charged a \$75 fee.** Failure to show for a scheduled appointment, being late to an appointment, and/or calling to cancel after the actual time of the appointment will be documented as a no show and you will be charged a no show fee of \$75. If you are 15 minutes late or more for your appointment you should expect to forfeit your appointment.

Confidentiality:

Your therapist recognizes that confidentiality is essential for effective counseling. In order for therapy to work best, you must feel safe about sharing your personal information with your therapist. Your therapist will maintain this confidential information ethically and legally and will release it to other parties only with your expressed written consent. You will need to sign a Release of Information form if you choose to release your private health information to another party. Under most circumstances, all information about you in written or verbal form obtained in the counseling process, including your identity as a patient, will be kept ethically and legally confidential. Information will not be disclosed to any outside person(s) or agency without your written permission except in certain situations, which include, but are not limited to:

- If you are determined to be in imminent danger of harming yourself or someone else. Licensed Professional Counselors and other mental health care professionals are required by law to do whatever we can do to prevent that from happening and to ensure your safety and the safety of others. This may require notifying family members, parents, legal guardians, legal authorities and/or the potential victim.
- If you disclose abuse, neglect, or exploitation of a child, the elderly, or a disabled person(s).
- If your records are subpoenaed by a court of law.

In addition to the above, there are several other situations where confidentiality cannot be insured including:

- If you provide a request to release your records.
- If you are in family counseling and/or group therapy, we cannot guarantee confidentiality will be maintained by other family members and/or group members.

- If you are a child (under the age of 18) or unable to voluntarily consent, a guardian must give written consent and can access your records.
- If you choose to file insurance or work with a managed care company, information regarding your treatment, prognosis, and specific issues for which you have come to treatment are available to them. Your therapist will make every effort to release only the minimum information necessary for the purpose requested. Once this information is given to the insurance or managed care company, however, we have no control over how the information is used.
- If there is a payment owed on your account that is outstanding then your name, address and amount owed will be released to a third party for collections.
- A therapist may use or disclose a patient's private health information to defend a complaint to the licensing board or a negligence suit brought against them by that client.

Online Therapy Services:

If relevant for your service, online therapy involves the use of electronic communications to enable mental health professionals to connect with individuals using interactive video and audio communications. The laws that protect the confidentiality of my personal information also apply to online therapy. I understand that I have the right to withhold or withdraw my consent to the use of online therapy in the course of my care at any time, without affecting my right to future care or treatment. I understand that there are risks and consequences from online therapy, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. Your clinician will utilize secure, encrypted audio/video transmission software to deliver online therapy. I understand that if my counselor believes I would be better served by another form of intervention (face-to-face services), I will be referred to a mental health professional that can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my counselor, my condition may not improve, and in some cases may even get worse. I understand the alternatives to counseling through online therapy as they have been explained to me, and in choosing to participate in online therapy, I am agreeing to participate using video conferencing technology.

Records:

A record will be kept for your counseling services. You may ask to see and/or request a copy of your records. You also have the right to ask your therapist to correct your record. Patient records and files will be stored securely to maintain confidentiality.

Therapist's Incapacity or Death:

In the event that your therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of records. By signing this form, you give your consent to allow another licensed mental health professional selected by your therapist to take possession of your record.

Minors and Parents:

Whether or not you are requesting services for a child, as the guardian, the parent, managing conservator, or possessory conservator the same guidelines apply. It is critical that your child trusts their therapist. With your understanding in advance, your therapist shall keep what your child says/does as confidential as an adult. If your therapist thinks that it would be beneficial to share a specific detail with you, they will first ask the child's permission. It is important the child does not feel like the therapist and parent is siding with the child, parents, or one parent over the other. You do have the right to question the therapy process, to understand the nature of activities, and to be informed of the child's progress. Your therapist has the right to use clinical discretion as to what is appropriate disclosure. We will work as a team by you sharing your concerns of your child's behaviors in various settings while your therapist shares progress of your child in counseling. We will have consultations as needed and recommendations may be given for adults and others in the child's life. The therapist's role is to act as your child's helper and not to ally with any disputing party regarding the child. Counseling is for the purpose of the child's emotional well-being and does not yield recommendations about custody issues. Party's that are disputing over custody should request an independent custody evaluation if an opinion is sought regarding custody.

Treatment Plan:

My clinician and I will collaborate to develop a plan for treatment which includes diagnostic information, goals, and objectives. I will be able to review my treatment plan and goals with my clinician at any time. There may be multiple interventions to effectively treat the problems you are experiencing. It is important for you to discuss any questions you may have regarding the treatment recommended by the therapist and to have input into setting goals of your therapy. As therapy progresses, these may change.

Contact Information:

By signing the Informed Consent, you are consenting for Holly T Mitchell to communicate with you by mail, e-mail, and phone at the address and phone numbers provided at the initial appointment, and you will immediately advise your clinician in the event of any change. You agree to notify your clinician if you need to opt out of any form of communication.

Informed Consent to Treatment:

I voluntarily agree to receive mental health assessment, care, treatment or services for myself and/or family members noted below and authorize my therapist to provide said care.

Signature of Patient

Date

Printed Name of Patient

Date

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

Date

If Patient is a Minor:

If patient is under the age of 18 years old, I _____
Printed Name and Initials

have legal custody and give my consent for counseling of the above named minor. If the patient is a child of divorce or separation, I understand I must present a copy of the divorce decree or formal custody paperwork showing the legal custodian of the child and that I am authorized to give legal consent for mental health services. I agree to provide said proof.