

INFORMED CONSENT/COUNSELING AGREEMENT

Confidentiality

Your counselor at Anew Family Counseling Center (AFCC) has a responsibility to safeguard information about you obtained during counseling. All identifying information about your assessment and treatment is kept confidential, except as mandated by law. A signed release will be obtained from you for release to sources not mandated by law. In some circumstances, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your written consent. In such situations, AFCC is not required to inform you of this release. Please note the following exceptions to confidentiality:

- Confidentiality does not apply to cases of suspected abuse/neglect of children or the elderly.
- Confidentiality does not apply to cases of potential harm to self or others.
- A mental health professional may disclose confidential information in proceedings brought by a client against a professional.
- Confidentiality does not apply to cases involving criminal proceedings, except communications by a person voluntarily involved in a substance abuse program.
- Confidentiality may not apply in cases involving legal proceedings affecting the parent-child relationship.

Insurance and managed care companies require personal identification information, diagnosis, symptoms, treatment goals, prognosis, evaluation of progress, and other information before reimbursement is considered. Such companies may also maintain the right to have a copy of your records. Information regarding such releases is covered in the HIPPA information you have received.

Consent

I consent to psychotherapy and counseling services to be provided by a Licensed Mental Health provider. I understand that if I am scheduled with an intern/associate, said clinician is under the direct clinical supervision of Roxanna Ramirez, EdD, (LMFT-S, LPC-S), in accordance with Texas Board of Examiners for Professional Counselors. I have been provided the contact information for his/her supervisor Roxanna Ramirez, EdD, LMFT-S LPC-S, (210) 455-0581; otherwise, if not indicated you are being treated by a fully licensed provider as indicated above.

I understand that my evaluations and the therapeutic services rendered are confidential, but there are limits to that confidentiality. Specifically, evaluations and treatments as documented are subject to review for the purposes of record maintenance, professional consultation and continuity of care if clinically or legally indicated.

I understand that a licensed provider will only provide professional therapeutic services to clients and will not engage in any personal relationship with clients and their families outside of the professional relationship.

I also authorize Anew Family Counseling Center to furnish information to my insurance carrier (only if applicable) concerning my diagnosis, treatment and related matters, if applicable. I assign to Anew Family Counseling Center all payments for professional services rendered at the time of service.

Confidentiality and Technology

Some clients may choose to use technology in their counseling sessions. This includes but is not limited to online counseling via Skype, telephone, email, text or chat. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your counselor will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions regarding authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should a client have concerns about the safety of their email, your counselor can arrange other methods of communication with you.

Emails, cell phones, computers and faxes: If you choose to communicate confidential or private information via *unencrypted* email or texts, *it will be assumed that you have made an informed decision, to view it and agree to take the risk that such communication may be intercepted, and your counselor will honor your desire to communicate on such matters.* **Please do not use texts, email, voice mail, or faxes for emergencies.**

Health Insurance Portability Accountability Act (HIPAA)

We are required by law to protect the privacy of your health information. Although you're . . . counseling record is the physical property of AFCC, the information contained in your health record belongs to you. Here is a summary of your rights under HIPAA.

You have the right to:

- request a restriction on certain uses and disclosures of your information
- inspect and obtain a copy of your health record
- amend your health record as provided by regulation
- obtain an accounting of disclosures of your health information as provided by law
- request communications of your health care information by alternative means or locations
- revoke your authorization to use or disclose health information except to the extent that action has already been taken.

Record Keeping

Your counselor may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. They will not be shared except with respect to the limits of confidentiality discussed in the confidentiality section. Should the client wish to have their records released, they are required to sign a release of information which specifies which forms are to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically on a USB flash drive, in a paper file or stored in a locked cabinet in the counselor's office.

The Benefits and Risks of Counseling

There are many benefits to counseling. One major benefit that may be gained from participating in counseling is the resolution of the concerns brought to therapy. Other possible benefits may be a better ability to cope with marital, family and other interpersonal relationships, and /or a greater understanding of personal goals and values. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages. There are certain risks involved in counseling. Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will

work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. In order to be most successful, you will have to work on things we discuss outside of sessions. The greatest risk of counseling is that it *may not by itself* resolve your concerns. Psychotherapy is a collaborative process and the progress you, make will depend in large measure upon your investment in the process.

Cost of Service

Our standard fee for individual, couples and family therapy are \$125 per 50-minute session and \$165 for the initial/intake evaluation. If we agree to longer or shorter sessions, your fee will be adjusted accordingly. Other services, such as group therapy or psychological testing have their own fees and may be discussed with the therapist and/or office staff.

Payment of Fees

All fees should be paid *at the time* services are rendered. Cash, personal check and credit cards are welcome and will be processed prior to the session. Insurance clients must pay copay at the time service is rendered. Insurance card must be presented at the time of service. If we are not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.

Insurance

Services may be covered in full or in part by your health insurance or employee benefit plan. Please check your coverage carefully by calling your insurance provider prior to setting up counseling. It is your responsibility to know your co pay and deductible *at the time of your first session*. By signing this form, clients agree to allow their therapist or billing agent to release information to their insurance provider to process claims. Clients also release insurance benefits to be paid to their therapist. Clients also agree to pay any portion not covered by their insurance carrier.

Appointments and Cancellation's

Counselors schedule clients by appointment during normal business hours Monday through Friday from 9:00 a.m. to 7 p.m. and Saturdays from 9:00 a.m. to 2:00 p.m. **(A \$40 late cancellation or no-show fee may be charged for weekend appointments)**. Appointments will ordinarily be 50-60 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. If you need to cancel or reschedule a session, we ask that you provide our office with 24 hours' notice. If you miss a session without canceling or cancel with less than a 24 hour notice you may be required to pay for the session [*unless the counselor and client agree that the cancelation was due to circumstances beyond the clients control*]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the cancellation fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Crisis Policy

If you have a crisis during business hours, call AFCC to make an appointment and the counselor will make every effort to get you in to be seen with your counselor. If your situation requires an immediate response, please call 911 or go to the nearest hospital emergency room.

Court Fees

If you choose to share this information with an attorney or the court and this results in a demand for the therapist's involvement, you may be charged \$250 per hour for any subsequent court or related demands for the therapist's time. This may include the cost of consultation with attorneys, court appearances, letter or report writing, or preparation and travel time. If you anticipate court involvement, or you are seeking an evaluation for legal reasons, please discuss this with your therapist **prior** to beginning treatment. Should your counselor be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving you, the client agrees to reimburse, the counselor for any time spent for preparation, travel, or other time in which they have made themselves available for such an appearance at a rate of \$250 an hour. A deposit of \$1,000 will be required for them to cancel all their clients and set aside a day for which they may have to appear in court. **Your signature below acknowledges the client(s) notice and agreement to pay the deposit and fees.**

Your signature below indicates that you have read the information in this document, have received the Notice of Privacy Practices, *agree to receive communication reminders through an unsecure email and text message from our office* and abide by the terms in this document during our professional relationship.

Client Print Name and Signature

Date

Client Print Name/Legal Guardian and Signature

Date

MINOR CLIENTS: I attest that I have the legal authority to seek and grant permission for counseling services for the minor(s) listed above. In the case of legal separation or divorce, I attest that I have the legal decree in my possession. *A copy of the legal decree will be provided to the counselor before counseling can begin.*

Name of Parent/Legal Guardian

Signature

Date

*If you would like a copy of the office policies and agreement, please notify our staff.