

Informed Consent for Counseling Services

THERAPIST-CLIENT SERVICE AGREEMENT

Welcome to the practice. This document contains important information about professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have during your initial appointment or at any time in the future.

COUNSELING SERVICES

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Counseling has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of counseling often requires discussing the unpleasant aspects of your life. However, counseling has been shown to have benefits for individuals who undertake it. Counseling often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Counseling requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-3 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

APPOINTMENTS

Appointments will ordinarily be scheduled once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice (i.e. if your appointment is at 10:00am you must give notice by 10:00am the preceding day), my policy is to charge a \$55.00 fee for an individual session or \$110 for a couples session [allowances may be made at therapist's discretion due to emergencies or sudden illnesses, as long as the client contacts the therapist within 24 hours of the missed appointment. NO CALL/NO SHOW appointments will be charged without exception]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the fee as

described above. If it is possible, I will try to find another time to reschedule the appointment, but I cannot guarantee this will be an option. 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. You may opt-in to receive automated appointment reminders via text, email or phone call. These automated appointment reminders are sent approximately 24 hours in advance and are a courtesy extended by my office to assist you with keeping track of your scheduled appointments. Failure to receive an automated appointment reminder for any reason (e.g. technical glitches, losing your phone, incorrect phone numbers or email addresses) does not exempt you from missed appointment fees.

PROFESSIONAL FEES

The following fees are the standard self-pay rates for each clinician:

- **Desirae Ysasi** initial 55-minute intake is \$165; subsequent 55-minute sessions are \$135; initial 90-minute intake session for couples is \$300; subsequent 90-minute sessions for couples are \$250.
- **Lesley Esquivel** initial 55-minute intake is \$135; subsequent 55-minute sessions are \$110.
- **Katrina Flores** initial 55-minute intake is \$135; subsequent 55-minute sessions are \$110.
- **Christopher Lange** initial 55-minute intake is \$135; subsequent 55-minute sessions are \$110; initial 90-minute intake for couples is \$202.50; subsequent 90-minute couples sessions are \$165.

Payment will be collected at the beginning of the therapy session. Payment must be made by cash or credit card (Visa, MC, AMEX, or Discover); checks are not an accepted form of payment. I reserve the right to use an attorney or collection agency to secure payment for unpaid balances. You are responsible for any services not covered by insurance.

In addition to weekly appointments, it is my practice to charge \$35.00 to complete forms, write letters, or print/copy client records. Completion of paperwork for disability services or FMLA will be at the discretion of the therapist and in accordance with your treatment plan. Telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me will be billed at a prorated rate of your regular therapy session (see above list of standard rates). If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

INSURANCE

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. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

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 such as HMOs and PPOs often require advance authorization, without which they may refuse to 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. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your counseling.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V.). Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by credit card or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your 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 my provider contract.

If I am not a participating provider for your insurance plan, I 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. If you prefer to use a participating provider, I will do my best to refer you to a colleague that is in-network.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained electronically on web-based software that is password protected. The software is HIPAA compliant; the database is fully encrypted; the servers are protected by powerful firewalls. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I

refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. There is a cost-based fee for copies of records. [See section on professional fees.]

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document. You may discuss any concerns you have regarding confidentiality at any time during our work together.

CONTACTING ME

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. I am also available by text and email for existing clients. If you wish to communicate via text or email, please sign the separate Text and Email Consent Form. Adherence to the Text and Email policies are required for communication through text and email. Failure to adhere to the policies outlined on that form may result in a revocation of text and email communication privileges. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911. If you are feeling suicidal and I am unavailable by phone, text or email, you can also call the National Suicide Prevention Lifeline at 1-800-273-TALK. I will make every attempt to inform you in advance of planned absences, and provide you with appropriate, alternate resources.

TERMINATION OF COUNSELING SERVICES

The client may terminate counseling services at any time, for any reason. Similarly, the therapist also reserves the right to terminate counseling services. Reasons for therapist-initiated termination of counseling services include (but are not limited to): excessive cancellations, No-Call/No-Show appointments, failure to comply with office policies, inability to maintain and respect therapeutic boundaries, other therapeutic reasons as addressed by the therapist in session.

OTHER RIGHTS

If you are unhappy with what is happening in counseling, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end counseling at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of counseling and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients. If you have addressed your concerns with your therapist and/or the owner of the practice and still feel the matter has not been resolved satisfactorily, then you may contact the Texas Board of Examiners of Professional Counselors at :

TEXAS STATE BOARD OF EXAMINERS OF PROFESSIONAL COUNSELORS
MC1982
PO BOX 141369
AUSTIN TX 78714-1369
<http://www.dshs.state.tx.us/counselor/>

CONSENT TO COUNSELING

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Signature of Patient or Legal Guardian

Date

Printed Name of Patient or Legal Guardian