

**OFFICE POLICIES, GENERAL INFORMATION &
CONSENT FOR TREATMENT FOR PSYCHOHERAPY SERVICES**



At New Life Counseling Center it is important in beginning our professional counseling relationship for you to understand both its nature and its limitations. Please review this document and feel free to ask any questions. It contains important information about our professional services, business policies, and the current legal and ethical requirements for licensed professional counselors and licensed marriage & family therapists.

Please initial next to each paragraph:

_____ **HIPPA CONSENT FORM:** *I have read New Life Counseling Center, PLLC's "Notice of Policies & Practices to Protect the Privacy of your Health Information" (also known as "HIPPA Consent") form either on the NLCC website, or the laminated form in the office and understand that it describes how psychological and medical information about me may be used or disclosed and how I can gain access to this information. In addition, I understand that I am welcome to a copy of this HIPPA Consent form if I simply request it from my NLCC therapist.*

_____ **CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential & may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law

*** Disclosure**

- * **When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled.
- * **When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your NLCC therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. He/she will use his/her clinical judgment when revealing such information. He/she will not release records to any outside party unless he/she is authorized to do so by all adult family members who were part of the treatment.
- * **Health Insurance & Confidentiality of Records:** Your health insurance carrier or HMO/PPO/MCO/EAP may require the disclosure of confidential information in order to process your claims. If you instruct your NLCC therapist, only the minimum necessary information will be communicated to the carrier. He/she has no control or knowledge over what insurance companies do with the information he/she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into big insurance companies' computers and soon will also be reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to unauthorized access. Medical data has reportedly been sold, stolen or accessed by enforcement agencies, which put you in a vulnerable position.
- * **Your Right to Review Records:** Both law and the standards of your therapist's counseling profession require that he/she keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when he/she assesses that releasing such information might be harmful in any way. In such a case, he/she will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, he/she will release information to any agency/person whom you specify unless he/she assesses that releasing such information might be harmful in any way.
- * **Confidentiality of E-mail Communication:** E-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails,

in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through their systems. And faxes can easily be sent erroneously to the wrong address. Please notify your NLCC therapist if you decide to avoid or limit in any way the use of any or all of the aforementioned communication devices. And please do not use e-mail or faxes for emergencies.

EMERGENCIES:

- * **Outside of session:** If there is an emergency during your work together, or in the future after termination where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he/she will do whatever he/she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For him/her purpose, he/she may also contact the person whose name you have provided on the biographical sheet.
- * **Inside of session:** Your therapist may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists. For example, your consent is not required if you need emergency treatment, as long as he/she tries to get your consent after treatment is rendered, or if he/she tries to get your consent by you are unable to communicate with him/her (for example, if you are unconscious or in severe pain) and he/she thinks that you would consent to such treatment if you were able to do so.

FINANCIAL ASPECTS OF CONTRACTING PSYCHOTHERAPY SERVICES:

- * **Payments & Insurance Reimbursement:** Clients are expected to pay the standard fee of \$_____ per 45 minute session at the beginning of each session or at the beginning of the month unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify your therapist if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the client(s) and not to the insurance company. Your therapist will not file session receipts for you. He/she will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As is indicated in the section *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.
 - * **Telephone:** In the event that you need to contact your therapist between sessions, five minutes per week is provided gratis. After the first five minutes a prorated charge, according to your session fee, will be assessed.
 - * **Cancellation Policy:** Some therapists have a cancellation policy, and some have a “make-up” policy only. The choice of either one of these is based primarily on your therapist’s theoretical orientation. Shorter-term treatment is more tolerant of appointments spaced further apart than weekly sessions. Insight-oriented therapy is far less tolerant of less than weekly treatment. Please see a check below noting which route your therapist chooses for treatment.
 - () Cancellation policy: If you give 48 hours’ notice to your therapist that you do not plan to attend your previously scheduled session, your therapist can take you off of his/her calendar without owing a session fee. However, without 48 hours’ notice, or “no-showing” for your appointment, you will be charged the full session fee. You are welcome to mail this fee to your therapist at 3000 Joe DiMaggio Blvd., #88, Round Rock, Texas 78665, and then set your next appointment.
 - () No-Cancellation/Make-Up policy: The scheduling of an appointment involves the reserving of a consistent time specifically for your sessions with your therapist. Your fee *is assessed* for canceled appointments and “no shows”. And payment is due for said missed appointment at the beginning of the following regularly scheduled appointment *or* the “make-up” session, whichever is first. And two options exist to make up your canceled appointment:
 - * In the event you cannot make your scheduled appointment, you may have a phone consultation during your scheduled appointment time. This would be appropriate for illness, vacations, business trips or emergencies.
 - * With advanced notice, there is a three-week window to make up the missed session: the week before, the week of, or the week after the missed session. Pending availability, you will be put on a waiting list for make-up sessions and notified if a session becomes available. There is no guarantee that a time slot will open for a make-up session.
- And it is your responsibility to let your therapist know which option you would prefer.

SERVICES ASSOCIATED WITH LEGAL ISSUES AND/OR COURT PROCESS

Within NLCC—

- * **Mediation & Arbitration:** All disputes arising out of or in relation to the agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of NLCC and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to the agreement should be submitted to and settled by binding arbitration in Williamson County, Texas in accordance with the rules of the American Arbitration Association, which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, NLCC can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Court Process—

- * **Confidentiality:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. In addition, a licensed therapist or an intern may refrain from offering any information related to treating minors, if he/she determines that the release of such information would put a minor in risk of emotional harm (see case: "Abrams vs. Jones", Texas, 2000, referencing Texas Health & Safety Code—Section 611.002).
- * **Professional Records:** The laws and standards of Licensed Professional Counselors require keeping Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to your therapist confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. There will be a copying fee of 25 cents per page. If your therapist refuses your request for access to your records, you have a right to review (except for information supplied to your therapist confidentially by others), which he/she will discuss with you upon request.
- * **Limits of Feedback:** The Texas State Board of Examiners of Licensed Professional Counselors restricts LPCs and LPC-Interns from conducting any projective testing, and thus, restricts full psychological evaluations of clients. Because New Life Counseling Center is staffed with Licensed Professional Counselors and Licensed Professional Counselor Interns, we do not provide any psychological testing and are thus, unable to render feedback re: a client's psychological structure or stability. Thus, for a full psychological evaluation, a NLCC staff member, whether licensed or an intern, will refer such a request to a Licensed Psychologist. In addition, because NLCC therapists meet with clients only within the office context, we do not conduct home visits, also known as home studies. The combination of these two restrictions prohibits any NLCC therapist from rendering recommendations re: custody evaluations of/for minors.
- * **Fees & Payment:** Consultation with lawyers, including phone, e-mail, and faxes will incur **double** the fee as is charged by the NLCC therapist in the office, per 15 minute increments or any part thereof. Regarding court appearances, responding to subpoenas, depositions, affidavits, and case preparation, etc., of Licensed Professional Counselors or Licensed Professional Counselor-Interns and his/her LPC-Supervisor, the fee is the standard fee of the LPC-Supervisor, plus expenses, such as parking fees. An MA/MEd, LPC-S fee is \$95/45 minutes (which is \$126/hour), and doubled equals \$252/hour. A Ph.D., LPC-S fee is \$110/45 minutes (which is \$146/hour), and doubled equals \$252/hour. And LPC-Intern fee is \$60/45 minutes (which is 80/hour), and doubled equals \$160/hour; PLUS the intern's Supervisor's fee of \$252/hour, equals \$452/hour. Charges are billed based on ½ hour increments, pro-rated with a minimum of 2 hours. Travel time to and from court appearances and depositions will also be billed at the aforementioned hourly rate as well. I/we understand and agree that I/we accept financial responsibility for such activity and will give at least 48 hours advance notice of change or cancellation, to not incur the two hour minimum fee. Payment is due one week prior to the scheduled appearance of deposition/consultation.

EDUCATION & TRAINING TO INCREASE THERAPISTS' COMPETENCE, AND DAILY OPERATIONS:

- * **Consultation:** For educational purposes, NLCC staff regularly consults with other professionals regarding competent, client care; however, client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.
- * **Health Care Operations:** Your NLCC therapist can use and disclose your PHI to operate his/her practice. For

example, he/she may use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professionals who provided such services to you.

- * **Daily Operations:** He/she may also provide your PHI to NLCC's bookkeeper, accountant, attorney, receptionist, consultants, or others to further his/her health care operations. In addition, NLCC's bank will obviously have access to your basic identity simply in processing checks or credit/debit cards.

THE PROCESS OF THERAPY/EVALUATION:

- * **Participation** in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your NLCC therapist will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. -- Sometimes more than one approach can be helpful in dealing with a certain situation.
- * **Cost:** During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a positive decision for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift; but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.
- * **Theoretical Orientation:** During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, existential, family systems, developmental (adult, child, family), psychodynamic, Object Relations, or psycho-educational therapy.

BOUNDARIES WITHIN THERAPY:

- * **Phone Calls/Voice-mail & Emergencies:** Your NLCC therapist's last check in for messages is 5:30 p.m., Monday through Sunday. Any call received after 5:30 p.m. he/she will return the next business day.
- * **Termination:** Your NLCC therapist requests a two-week notice before therapy is terminated to process gains made during treatment, as well as issues to be addressed in the future either by him/her or another therapist.
- * **Dual Relationships:** Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and some can be clinically beneficial. Therapy never involves sexual or any other dual relationships that impair your therapist's objectivity, clinical judgment and therapeutic effectiveness; this could be exploitative in nature. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients, discuss with her clients the potential benefits and difficulties that may be involved in relationships and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process. In addition, if you encounter your therapist in any public setting, he/she will never approach you or even acknowledge you unless you first initiate contact so that he/she may protect your confidentiality and the nature of your professional relationship.

I have carefully read, understand, and agree to comply with the above Office Policies, General Information, and Consent for Treatment for psychotherapy services with New Life Counseling Center, PLLC.

Client Name (Print) _____ Signature _____ Date _____

Client Name (Print) _____ Signature _____ Date _____

NLCC therapist Name (Print) _____ Signature _____ Date _____