

OFFICE POLICIES, GENERAL INFORMATION & CONSENT FOR TREATMENT FOR PSYCHOTHERAPY SERVICES

At New Life Counseling Center, PLLC, 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 Associates as stated by the Texas Behavioral Health Executive Council.

Please initial next to each paragraph:

_____ **HIPAA 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 "HIPAA Consent") form either on the New Life Counseling Center 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 HIPAA Consent form if I simply request it from my New Life Counseling Center (henceforth referred to as "NL") 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 NL 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. Your therapist 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 may require the disclosure of confidential information in order to process your claims that you submit. By initialing this item, you are Releasing your NL therapist from Confidentiality to communicate with your insurance company for billing purposes; however, 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 once it reaches your insurance carrier. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or re: future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into large 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 allows vulnerable access.
- * **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 your therapist 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 Licensed 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:** New Life's email system is encrypted. However, fax & text communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Please never use e-mail or faxes for emergencies.
Please initial if you allow for your therapist to contact you via: _____ e-mail _____ text

EMERGENCIES:

- * **Outside of session:** If there is an emergency during your work together with your NL therapist, 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. He/she may also contact the person whose name you have provided as your emergency contact on the Personal Data sheet.
- * **Inside of session:** Your therapist may also disclose your PHI (Protected Health Information) to others without your consent if you are incapacitated or in an emergency. For example, if you are in session with your NL therapist and begin to experience an anxiety attack, your therapist will not assume that it is anxiety-based, and may call for emergency medical treatment to insure that nothing more serious is happening for you medically.

FINANCIAL ASPECTS OF CONTRACTING PSYCHOTHERAPY SERVICES:

- * **Payment for Services:** Fee for Service is determined by four items: education level, licensure, Individual vs. Marriage & Family therapy, and additional certifications that each therapist holds.

	Individual Therapy	Marriage & Family Therapy (includes \$15 upcharge)
• Graduate Student Interns	\$ 45	\$ 60
• Licensed Professional Counselor Associate		
○ Level I (first 1000 hrs)	110	125
○ Level II (second 1000 hrs)	120	135
○ Level III (third 1000 hrs)	130	145
• Licensed Professional Counselors		
○ Licensed	160	175
○ Senior Licensed (> 5 years)	170	185
• Licensed + \$15/ each add'l credential		
○ Licensed Supervisor, PhD, &/or Bowen Family Systems' Trainer	+ \$15 = 185	200
○ Two of aforementioned credentials + \$30 =	200	215
• Licensed Professional Counselors and LPC-Associates, who are also trained in Eye Movement Desensitization & Reprocessing		
○ EMDR, trained at Level I & II	\$ ^ 5 from base amount above	
○ EMDR Certified	^ 10 from base amount above	
○ EMDR Consultant	^ 30 from base amount above	
○ EMDR Trainer	^ 45 from base amount above	

These fees are the same for meeting live *and* online. Clients are expected to pay the standard fee 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 re: your ability to make timely payments. If you choose to use a Health Savings Account card in your electronic health record portal, you must also input a second card to use for when your HSA card is either depleted or expired. In addition, a \$35 service charge will be processed on all returned checks.

* Insurance Reimbursement:

- * 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. 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. And to verify your particular benefits, you are welcome to consult the list of questions to ask your insurance carrier by logging onto our website, www.newlifecounselingcenter.com, and clicking on the "Insurance" tab.
- * All New Life therapists can provide you with a copy of your receipt on a weekly or monthly basis, which you can then submit to your insurance company for reimbursement if you so choose.

- * **Telephone:** In the uncommon event that you need to contact your therapist between sessions, five minutes per week is provided gratis for practicalities such as scheduling. After the first five minutes a prorated charge, according to your session fee, will be assessed, due upon next visit.

CANCELLATION POLICY: Unless your therapist offers you the No-Cancellation policy re: attendance (separate document, which supersedes this 48-hour cancellation policy), then your therapist will operate under the 48-Hour Cancellation policy. This policy allows you to give notice to your therapist up to 48 hours ahead of your appointment that you do not plan to attend your previously scheduled session, and 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 3355 Bee Cave Road, Ste 101, Austin, TX 78746, and then set your next appointment.

SERVICES ASSOCIATED WITH LEGAL ISSUES AND/OR COURT PROCESS

Within New Life Counseling Center, PLLC—

- * **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 NL 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, NL 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 Associate 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 and Associates require the keeping of 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. The fee associated with copying a file will be 25 cents per page, plus a fee associated with the amount of time involved for your therapist to copy your file, billed at a prorated charge, according to your session fee. And your NL therapist has 15 days to comply with your written request for records.
- * **Limits of Feedback:** The Texas Behavioral Health Executive Council restricts Licensed counselors and Associates 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 Associates, we do not provide any psychological testing and are thus, unable to render feedback re: a client's psychological structure or stability. For a full psychological evaluation, a NL therapist will refer such a request to a Licensed Psychologist. In addition, because NL 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 NL therapist from rendering recommendations re: custody evaluations of/for minors.

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- * **Fees & Payment re: legal services:** Consultation with lawyers, including phone, e-mail, and faxes, as well as court appearances, responding to subpoenas, depositions, affidavits, and case preparation, etc., will incur **double** the fee as is charged by your Licensed NL therapist in the office, per 15 minute increments or any part thereof. When working with a NL LPC-Associate the fee will be **double** the standard fee of both the Associate and his/her Supervisor, plus expenses, such as parking fees.

	<u>Regular Fee</u>	<u>Court Related Fees</u>
Master's degreed, licensed therapist's fee:	\$160/45 minutes (\$213/hour),	\$427/hour
Ph.D., licensed therapist's fee	\$195/45 minutes (\$260/hour),	\$520/hour
Master's degreed, LPC-Associate <i>PLUS the Associate's Supervisor's fee,</i>	\$110-130/45 minutes (\$147-173/hour),	\$294-347/hour;
Master's degreed, licensed supervisor,	\$180/45 minutes (\$240/hour),	\$480/hour
Ph.D., licensed supervisor,	\$195/45 minutes (\$260/hour),	\$520/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 Court-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

- * **Video/Audio Taping in the normal course of Supervision:** NL is a respected training site for graduate students and post-graduate Associates working toward licensure. And during the course of the 3000 hours required for licensure, each intern will regularly submit tapes for review of his/her own developing clinical skill. If you would prefer to not be included in this educational process, please let your therapist know.

DAILY OPERATIONS:

- * **Health Care & Daily Operations:** Your NL 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, to evaluate the performance of the health care professionals who provided such services to you, as well as NL's bookkeeper/accountant, attorney, and admin. asst. to further health care operations. In addition, NL's bank will obviously have access to your basic identity simply in processing checks or credit/debit cards.
- * **Consultation:** NL therapists regularly consult with other NL therapists regarding competent client care; however, clients' names or other identifying information are never mentioned. Clients' identity remains completely anonymous; and confidentiality is fully maintained.
- * **Custodian of Records in the event of your therapist's death:** In the event of your own therapist's death, your NL health records will be handled by the owner of New Life Counseling Center, PLLC. In the event of the owner's death, this responsibility will shift to the Clinical Director and then the next senior staff member.

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 NL 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 to ensure that your therapy is progressing toward your original goal(s).
- * **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 his/her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, existential, family systems, developmental (adult, child, family), psychodynamic, Object Relations, psycho-educational therapy, and/or Eye Movement Desensitization & Reprocessing.

BOUNDARIES WITHIN THERAPY:

- * **Phone Calls/Voicemail & Emergencies:** Your NL therapist's last check in for messages is 5:30 p.m., Monday through Friday. Any call(s) received after 5:30 p.m. he/she will return the next business day.
- * **Termination:** Your NL 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.
- * **Substance Use:** If you attend session under the influence of a substance, your therapist has the right to decline working with you and not refund the fee associated with having made time for your appointment.
- * **Dual Relationships:** The phrase “dual relationship” is used by the Texas Behavioral Health Executive Council to describe when a therapist is not only serving a client in counseling, but also have a second point of contact, such as serving on a board together, or attending the same book study, etc. Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and rare examples 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 each client the potential benefits and difficulties that may be involved in relationships and will discontinue the dual relationship if he/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.

CONCERNS:

- * If I have a concern re: the lack of care in my relationship with my therapist, I may first contact the clinical director: Deana Reed, LPC-Supervisor, or the owner: Leah Wilson Walker, PhD, LPC-Supervisor @ hope@newlifecounselingcenter.com. If I am not satisfied with a proposed resolution, I may forward my concern to the Texas Behavioral Health Executive Council @ www.bhec.texas.gov/.

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) — <i>(If more than one client)</i>	_____ Signature	_____ Date
_____ NLCC Therapist Name (Print)	_____ Signature	_____ Date