

## **Sensible Counseling - Therapy Consent and Policies**

Welcome to Sensible Counseling. Before your first visit, I hope what is written here can answer some of your questions as you seek therapy. Please let me know if you want clarification on any of the topics discussed in this Therapy Consent, Policies and Agreement form, or if you have any questions that are not addressed here. When you sign or resign this document, you are stating that you understand and will adhere to the information in this Therapy Consent, Policies and Agreements.

**PART I: THERAPEUTIC PROCESS BENEFITS/OUTCOMES:** The therapeutic process seeks to meet goals established by all persons involved, usually revolving around a specific complaint(s). Participating in therapy may include benefits such as the resolution of presenting problems as well as improved intrapersonal and interpersonal relationships. The therapeutic process may reduce distress, enhance stress management, and increase one's ability to cope with problems related to work, family, personal, relational, etc. Participating in therapy can lead to greater understanding of personal and relational goals and values. This can increase relational harmony and lead to greater happiness. Progress will be assessed on a regular basis and feedback from clients will be elicited to ensure the most effective therapeutic services are provided. There can be no guarantees made regarding the ultimate outcome of therapy.

**EXPECTATIONS:** In order for clients to reach their therapeutic goals, it is essential they complete tasks assigned between sessions. Therapy is not a quick fix. It takes time and effort, and therefore, may move slower than your expectations. During the therapy process, we identify goals, review progress, and modify the treatment plan as needed.

**RISKS:** In working to achieve therapeutic benefits, clients must take action to achieve desired results. Although change is inevitable, it can be uncomfortable at times. Resolving unpleasant events and making changes in relationship patterns may arouse unexpected emotional reactions. Seeking to resolve problems can similarly lead to discomfort as well as relational changes that may not be originally intended. We will work collaboratively toward a desirable outcome; however, it is possible that the goals of therapy may not be reached.

**STRUCTURE OF THERAPY:**

- Intake Phase – During the first session, therapeutic process, structure, policies and procedures will be discussed. We will also explore your experiences surrounding the presenting problem(s).
- Assessment Phase – The initial evaluation may last 2-4 sessions. During this assessment phase, I will be getting to know you. I will ask questions to gain an understanding of your worldview, strengths, concerns, needs, relationship dynamics, etc. During this relationship building process, I will be gathering a lot of information to aid in the therapeutic approach best suited for your needs and goals. If it is determined that I am not the best fit for your therapeutic needs, I will provide referrals for more appropriate treatment.
- Goal Development/Treatment Planning – After gathering background information, we will collaboratively identify your therapeutic goals. If therapy is court ordered, goals will encompass your goals and court ordered treatment goals, based on documentation from the court (please provide any court documents).
- Intervention Phase – This phase occurs anywhere from session two until graduation/discharge/termination. Each client must actively participate in therapy sessions, utilize solutions discussed, and complete assignments between sessions. Progress will be reviewed and goals adjusted as needed.
- Graduation/Discharge/Termination – As you progress and get closer to completing goals, we will collaboratively discuss a transition plan for graduation/discharge/termination.

**LENGTH OF THERAPY:** Therapy sessions are typically weekly or biweekly for 55 minutes depending upon the nature of the presenting challenges and insurance authorizations. It is difficult to initially predict how many sessions will be needed. We will collaboratively discuss from session to session what the next steps are and how often therapy sessions will occur.

**APPOINTMENTS AND CANCELLATIONS:** You are responsible for attending each appointment and agree to adhere to the following policy: If you cannot keep the scheduled appointment, you **MUST** notify me to cancel or reschedule the appointment within 24 hours of the scheduled appointment time. You are financially responsible for this scheduled time and will be charged \$90.00 fee if my cancelation policy is not followed. If you cancel or rescheduled two times or more within a 2 month period I may re-evaluate your needs, desires, and motivations for treatment at this time and you may be discharged. Insurance is **NOT** billed for missed sessions and your credit card on file will be charged immediately at the time of the missed session. A credit card is required to be on file for such charges. I reserve the right to terminate the counseling relationship if 2 sessions are missed without proper notification or if 30 days has passed without a scheduled follow up appointment. A termination letter will be mailed to the address provided regarding the ending of treatment. This written notice will serve as a discharge from treatment at Sensible Counseling. Psychotherapy is a uniquely personal service; therefore, sessions may be briefly interrupted. I may periodically take time off for vacation, seminars, and/or become ill. Attempts will be made to give adequate notice of these events.

**PHONE CONTACTS AND EMERGENCIES:** If needed, you can leave a general message on my 24 hour voicemail box at 832-356-8771. When you leave a message, include your telephone number even if you think I already have it, and best times to reach you. I will make every effort to return calls in a timely manner (within 24 business hours). I will not return any communications after 5pm on weekdays and I will be unavailable on weekends. If you are in an emergency situation and cannot wait for me to return your call, go to the nearest emergency room or call 911. Sensible Counseling is **NOT** a crisis facility. Do not contact me by text, email or fax in an emergency, as I may not get the information quickly. In case of emergency, please contact your local emergency number, or go directly to the nearest hospital emergency room. Below are some local crisis numbers for your availability.

• Emergency- 911 • Suicide Hotline-1-800-874-2433 or 1-800-273-8255 • The Harris Center for Mental Health Help Hotline 713-790-7000 • Houston Healthcare Northwest Emergency Room 281-318-4260 • Teen Crisis Hotline 832-416-1199

**PART II: CONFIDENTIALITY** In general, law protects the confidentiality of all communications between a client and a mental health clinician, and I can only release information to others with your written permission using an Authorized Release of Information. However, there are a number of exceptions, which are indicated below. More information is provided about this in your HIPAA statement. • **Child Abuse** - Child abuse and/or neglect, which include but are not limited to domestic violence in the presence of a child, child on child sexual acting out/abuse, physical abuse, etc. If you reveal information about child abuse or child neglect, we are required by law to report this to the appropriate authority. • **Vulnerable Adult Abuse** - Vulnerable adult abuse or neglect. If information is revealed about vulnerable adult or elder abuse, we are required by law to report this to the appropriate authority. • **Self-Harm/Suicidality:** Threats, plans

or attempts to harm oneself. We are permitted to take steps to protect the client's safety, which may include disclosure of confidential information. • Harm to Others: Threats regarding harm to another person. If you threaten bodily harm or death to another person, we are required by law to report this to the appropriate authority. • Court Orders & Legal Issued Subpoenas: If I receive a subpoena for your records, we will contact you so you may take whatever steps you deem necessary to prevent the release of your confidential information. I will contact you twice by phone. If I cannot get in touch with you by phone, I will send you written correspondence. If a court of law issues a legitimate court order, I'm required by law to provide the information specifically described in the order. Despite any attempts to contact you and keep your records confidential, I am required to comply with a court order. • Court Ordered Therapy: If therapy is court ordered, the court may request records or documentation of participation in services. We will discuss the information and/or documentation with you in session prior to sending it to the court. • Written Request: Clients must sign a release of information form before any information may be sent to a third party. A summary of visits may be given in lieu of actual process or progress notes. If therapy sessions involve more than one person, each person over the age of 18 MUST sign the release of information before information is released. • Fee Disputes: In the case of a credit card dispute, I reserve the right to provide the necessary documentation (i.e. your signature on the "Therapy Consent, Policies & Agreement" that covers the cancellation policy to your bank or credit card company should a dispute of a charge occur. If there is a financial balance on account, a bill will be sent to the home address on the intake form unless otherwise noted. • Couples Counseling & "No Secret" Policy: When working with couples, all laws of confidentiality exist. We request that neither partner attempt to triangulate the therapist into keeping a "secret" that is detrimental to couple's therapy goal. If one partner requests that a "secret" be kept in confidence, we may choose to end the therapeutic relationship and give referrals for other therapists as our work and your goals then become counter-productive. • Dual Relationships & Public: Our relationship is strictly professional. In order to preserve this relationship, it is imperative that there is no relationship outside of the counseling relationship (ie: social, business, or friendship). If we run into each other in a public setting, I will not acknowledge you as this would jeopardize confidentiality. If you were to acknowledge me, I would do the same briefly. • Social Media: No friend requests personal social media outlets (Facebook, LinkedIn, Pinterest, Instagram, Twitter, etc.) will be accepted from current or former clients. If you choose to comment on the professional social media pages or posts, you do so at your own risk and may breach confidentiality and I cannot be held liable if someone identifies you as a client. Posts and information on social media are meant to be educational and should not replace therapy. Please do not contact me through any social media site or platform. They are not confidential, nor are they monitored, and may become part of medical record. • Electronic Communication: If you need to contact me outside of our sessions, please do so via phone. • Clients often use text or email as a convenient way to communicate in their personal lives. However, texting introduces unique challenges into the therapist-client relationship. Limit texting/email to scheduling coordination only if needed. Texting is not a substitute for sessions. Texting is not confidential. Phones can be lost or stolen. DO NOT communicate sensitive information over text. The identity of the person texting is unknown as someone else may have possession of the client's phone. Do not use e-mail for emergencies. In the case of an emergency call 911, your local emergency hotline or go to the nearest emergency room.

Additionally, e-mail is not a substitute for sessions. Furthermore, if you send email from a work computer, your employer has the legal right to read it. E-mail is a part of your medical record.

**PART III: HEALTH INSURANCE YOUR INSURANCE COMPANY** – By using insurance, I am required to give a mental health disorder diagnosis that goes in your medical record. The clinical diagnosis is based on your current symptoms even though you may have been previously diagnosed. Your insurance company will know the times and dates of services provided. They may request further information to authorize additional services regarding treatment.

**IMPORTANT:** Some psychiatric diagnoses are not eligible for reimbursement (ie: marriage/couples therapy). In the event of non-coverage or denial of payment, you will be responsible to pay for services provided. Sensible Counseling reserves the right to seek payment of unpaid balances by collection agency or legal recourse after reasonable notice to the client.

**PRE-AUTHORIZATION & REDUCED CONFIDENTIALITY**– When visits are authorized, usually only a few sessions are granted at a time. When these sessions are complete, we may need to justify the need for continued service, potentially causing a delay in treatment. If insurance is requesting information for continued services, confidentiality cannot be guaranteed. Sometimes, additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not met.

**POTENTIAL NEGATIVE IMPACTS OF A DIAGNOSIS**– Insurance companies require clinicians to give a mental health diagnosis (i.e., “major depression” or “obsessive-compulsive disorder”) for reimbursement. Psychiatric diagnoses may negatively impact you in the following ways: 1. Denial of insurance when applying for disability or life insurance; 2. Company (mis)control of information when claims are processed; 3. Loss of confidentiality due to the increased number of persons handling claims; 4. Loss of employment and/or repercussions of a diagnosis in situations where you may be required to reveal a mental health disorder diagnosis on your record. This includes but is not limited to: applying for a job, financial aid, and/or concealed weapons permits. 5. A psychiatric diagnosis can be brought into a court case (ie: divorce court, family law, criminal, etc.). It is important that you’re an informed consumer. This allows you to take charge regarding your health and medical record. At times, having a diagnosis can be helpful (ie: child needing extra services in the school system or a person being able to receive disability). Sensible Counseling will provide online therapy sessions. Some health insurance carriers cover telehealth (online therapy). If your insurance plan does not cover teletherapy, it is your responsibility to pay the full rate per session of \$90/55 minutes. If you choose to have telehealth sessions additional documentation and consent will be required. I am happy to assist you by filing claims to your insurance company on your behalf. However, you, not your insurance company, are responsible for payment of the fee for therapy. Acceptable forms of payment include cash major credit cards, and Health Savings/Flex accounts. Payment is expected at the time of service. Cancellations or missed appointments without 24 hours notice will be subject to an \$90.00 fee, and insurance companies do not pay charges for missed appointments. This fee for missed or late canceled appointments will be charged to your on file credit card at the time of the scheduled session. I check insurance benefits as a courtesy for my clients. There are times when insurance misquotes benefits. In the event of a misquote, clients are still responsible for their copay/coinsurance/deductible amount that insurance reports after

claims are submitted. Clients can call their insurance company to check their own benefits as well by calling the number on the back of their insurance card.

**PART IV: PROFESSIONAL RECORDS** Both law and the standards of our profession require that we keep appropriate treatment records. If we receive a request for information about you, you must authorize in writing that you agree that the requested information released. Records are maintained and saved for a minimum period of 10 years after services are terminated. **PART V: MINORS** If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. However, this request would be discussed with you as the primary recipient of therapy services. For most people, knowing that what they say will be kept private is an important part of therapy and this will be discussed with your parents. Parents are always entitled to the following information: current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Confidentiality cannot be maintained when

- You tell me you plan to cause serious harm or death to yourself or someone else.
- You are doing things that could cause serious harm to you or someone else.
- You tell me you are being abused physically, sexually or emotionally or that you have been abused in the past.
- You are involved in a court case and a request is made for information about your progress in therapy.

Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what is prepared to discuss.

**PART VI: COMPLAINTS** If you have a concern or complaint about your treatment or about your billing statement, please talk to me about it. I will take your criticism seriously, openly, and respond respectfully.

**PART VII: CONSENT** 1. I have read and understand the information contained in the Therapy Agreement, Policies and Consent. I have or will discuss any questions that I have regarding this information with Sensible Counseling. My signature/electronic signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize Sensible Counseling to provide counseling services that are considered necessary and advisable. 2. I authorize the release of treatment and diagnosis information (as described in Part III, above) necessary to process bills for services to my insurance company, and request payment of benefits to Sensible Counseling I acknowledge that I am financially responsible for payment whether or not covered by insurance. I understand, in the event that fees are not covered by insurance, Sensible Counseling may utilize payment recovery procedures after reasonable notice to me, including a collection company or collection attorney. 3. Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for minor(s) in my custody and give permission to Sensible Counseling to provide treatment to my minor child(ren). If I have unilateral decision-making capacity to obtain counseling services for my minor, I will provide the appropriate court documentation to Sensible Counseling prior to or at the initial session. Otherwise, I will have the other legal parent/guardian sign this consent for treatment prior to the initial session.

**QUESTIONS** If during the course of your therapy, you have any questions about the nature of your therapy or about your billing statement, please ask.

**A FINAL WORD** The counseling relationship is a very personal and individualized partnership. I want to know what you find helpful and what, if anything, may be getting in the way. I want you

to feel free to share what I can do to help. By signing this document you are acknowledging that you have read and are in agreement with the above statements. By signing you are entering into a professional relationship with Sensible Counseling.

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\_ Signature of Patient/Client Date

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Signature of Parent, Guardian or Personal Representative (If applicable) Date If you are signing as a personal representative of an individual, please describe your authority to act for this individual (power of attorney, healthcare surrogate, etc.). Sensible Counseling Therapy Consent, Policies and Agreement 01/2020 Page 6 of 6