



IMPORTANT INFORMATION AND CLIENT CONSENT: Please read, initial where appropriate, and sign at the end stating you have fully read and understand the information below.

At Life Menders Counseling 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.

Please initial next to each paragraph:

_____ **HIPPA CONSENT FORM:** *I have read LIFEMENDERS Counseling, PLLC's "HIPPA NOTICE OF PRIVACY PRACTICES" (also known as "HIPPA Consent") form either on the LIFEMENDERS 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 LIFEMENDERS 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 LIFEMENDERS 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 LIFEMENDERS 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 LIFEMENDERS 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.

_____ **THERAPIST'S INCAPACITY OR DEATH:** I acknowledge that, in the event the undersigned therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of my files and records. By signing this information and consent form, I give my consent to allowing another licensed mental health professional selected by the undersigned therapist to take possession of my files and records and provide me with copies upon request, or to deliver them to a therapist of my choice. I will select a successor therapist within a reasonable time and will notify the appointed licensed mental health professional.

_____ **EMERGENCIES:**

You may encounter a personal emergency which will require prompt attention. In this event, please contact our office regarding the nature and urgency of the circumstances. We will make every attempt to schedule you as soon as possible or to offer other options. Because clients may be scheduled back-to-back, it is not always possible to return a call immediately. However, we will make every effort to respond to your emergency in a timely manner. If you are experiencing a life-threatening emergency, call 911 or have someone take you to the nearest emergency room for help.

*** 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 his/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 but 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.

_____ **DUTY TO WARN/DUTY TO PROTECT:** If my Therapist believes that I am in any physical or emotional danger to myself or another human being, I hereby specifically give consent to my Therapist to contact the person who is in a position to prevent harm to me or another, including, but not limited to, the person in danger. I also give consent to my Therapist to contact the following person(s) in addition to any medical or law enforcement personnel deemed appropriate:

Name/s:

Telephone Number:

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 unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, summaries of session notes, 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 insurance company. Your therapist will file insurance claims for you. As is indicated in the section *Health Insurance & Confidentiality of Records*, you must be aware that submitting claims 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:** Your LIFEMENDERS therapist has a “no-cancellation” policy only.

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 (insurance contracted rate or private pay rate) *is assessed* for cancelled appointments without 48 hours’ notice and “no shows”. And payment is due for said missed appointments prior to the following regularly scheduled appointment.

* In the event you cannot make your scheduled appointment, you may make up your session in the same day or week as your originally scheduled session provided the therapist has availability without penalty.

SERVICES ASSOCIATED WITH LEGAL ISSUES AND/OR COURT PROCESS

Within LIFEMENDERS—

* **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 LIFEMENDERS 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 Travis 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, LIFEMENDERS 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 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 reasonable

copying fee 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 from conducting any projective testing, and thus, restricts full psychological evaluations of clients. LifeMenders Counseling does 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, your LIFEMENDERS therapist will refer such a request to a Licensed Psychologist. In addition, because the LIFEMENDERS therapist meets with clients only within the office context, the therapist does not conduct home visits, also known as home studies. The combination of these two restrictions prohibits the LIFEMENDERS 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 LIFEMENDERS 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 the Licensed Professional Counselor, the fee is the standard fee of the LPC, plus expenses, such as parking fees. An MA, LPC fee is \$95/45 minutes (which is \$126/hour), and doubled equals \$252/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, the LIFEMENDERS therapist 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 LIFEMENDERS 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 professional who provided such services to you.

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

____ THE PROCESS OF THERAPY/EVALUATION:

COUNSELING: Wellness is more than the absence of disease; it is a state of optimal well-being. It goes beyond the curing of illness to achieving health. Through the ongoing integration of our physical, emotional, mental, and spiritual self, each person has the opportunity to create and preserve a whole and happy life. LifeMenders services are designed to provide clients an integrated solution for their mind, body, spirit, and life to enhance their lives and resolve issues.

LifeMenders Counseling provides counseling designed to address many of the issues clients are dealing with. Your first visit will be an assessment session in which you and your therapist will determine your concerns, and if both agree that the therapist can meet your therapeutic needs, develop a plan of treatment. The goal of your therapist is to provide the most effective therapeutic experience available to you. If at any time you feel that you and your current therapist are not a good fit, please discuss this matter with your therapist to determine if transferring to a more suitable therapist is right for you. If you and your therapist decide that other services would be more appropriate, you will be assisted in finding a provider to meet your needs.

* **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 LIFEMENDERS 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.

*** Risks:** 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 an 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:

CLIENT/THERAPIST RELATIONSHIP: You and your therapist have a professional relationship existing exclusively for therapeutic treatment. This relationship functions most effectively when it remains strictly professional and involves only the therapeutic aspect. Your therapist can best serve your needs by focusing solely on therapy and avoiding any type of social or business relationship. Gifts are not appropriate, nor are any sort of trade of service for service.

*** Phone Calls/Voice-mail & Emergencies:** Your LIFEMENDERS therapist's last check in for messages is 5:30 p.m., Monday through Thursday. Any call received after 5:30 p.m. he/she will return the next business day.

*** Termination:** Your LIFEMENDERS 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.

COMPLAINTS: An individual who wishes to file a complaint against a Licensed Professional Counselor may write to: Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369 or call 1-800-942-5540. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201.

CONSENT TO TREATMENT: By signing this Client Information and Consent Form as the Client or Guardian of said Client, I acknowledge that I have read, understand, and agree to the terms and conditions contained in this form. I have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me. I am voluntarily agreeing to receive mental health assessment, treatment and services for me, and I understand that I may stop such treatment or services at any time.

Client Name (Print)_____ Signature_____ Date_____

Client Name (Print)_____ Signature_____ Date_____

LifeMenders Therapist's Name (Print) Starr Burgess Signature_____ Date_____