

# **Informed-Consent for Counseling Services**

Last Name	First Name	File No.

### Introduction

Welcome to NorthSide Family Counseling Center (NFCC). This Informed-Consent is a document providing you with information regarding the business policies and the counseling services of NFCC. Please read over this document carefully prior to signing the last page. This Inform-Consent is subject to amendment; however, you will receive written notification of any changes. You may make a copy of this for your records.

## **Services Provided**

Services include the initial intake assessment, individual, family, couple, and marriage counseling. Other services include crisis intervention, workshops, group therapy, referrals, couple retreats, and intensive in home services. During the initial assessment a counselor will work together with you to determine how to best meet your needs. The initial intake session does not establish a therapeutic counseling relationship. Referrals will be made for you if you or the initial intake counselor feels your needs would best be met elsewhere, or if after ongoing counseling your counselor feels you are not making progress and would be better served with a referral.

## The Counseling Relationship

Many things create stress, feelings of helplessness, or simply a need to confide with someone who will listen. Often individuals, couples, or families experience distress and realize they have a problem, but don't know how to resolve it. Seeking professional help with a professional counselor is the first step.

After this Informed-Consent is signed, you will meet with your counselor for the first session. This session is unique because an initial evaluation is being performed during the intake process. This is usually completed in one session, but may require more sessions. During this time the counselor, with your help, identifies the problem(s) assesses your needs, and creates a treatment plan especially for you and with you. This evaluation usually consists of interviews, forms, and possibly screening/testing that is indicated. After the evaluation is complete your counselor will explain her initial impression of your situation and offer suggestions for a course of treatment. The suggested Treatment Plan will explain the treatment as well as the expected duration and cost.

During the evaluation/assessment period the counselor decides if she has the skills and experience to help you or if you would be better served with a referral. This is also the time for you to decide if this is the right therapist for you. This is an important decision that requires a commitment of your time and finances, so you should be comfortable with your choice. The completion of the assessment/evaluation and the decision to continue therapy is a joint decision and marks the beginning of the therapeutic relationship.

The counseling relationship is strictly a professional one. Contact will be limited to the paid sessions or the phone calls to schedule a session. Counselors at NFCC do not correspond via email except to confirm emails, since electronic communication is not secure. Our office line does not receive text messages. You will be best served if the relationship remains strictly professional, and the sessions concentrate on your concerns.

### The Counseling Experience

A counselor will meet with you in *50 minute sessions* beginning on the hour. Unlike a medical clinic where several clients may have the same scheduled appointment time, NFCC counselors schedule one client per hour; therefore it is not necessary to arrive more than five to ten minutes early; however, it is imperative that you be on

time. Initially, sessions are usually weekly, although on occasion they are more or less frequent. It is our goal that each client will finish therapy upon completion of treatment goals, without unnecessary costs or time.

The counseling process is difficult to explain. Each client and each session is unique. Techniques that work well with one client may be unsuccessful with another. It is important that you work together with the therapist, giving honest feedback if you feel uncomfortable with a suggested technique or approach to counseling. Counseling is an interactive process. It requires much work, both in session and at home during the week. To experience the best possible benefits from the counseling experience, you must be willing to do the work that you and your counselor agree upon.

There are both benefits and risks associated with participating in counseling. Counseling can improve relationships and self-image; it may relieve anxiety and help control stress. It can help you understand yourself, your values, and your goals, as well as God's desire for your future. Unfortunately, counseling may also remind you of unexpected feelings that might lead to unanticipated change that could impact you and your relationships.

## **Marriage Counseling**

In Marriage counseling the counselor will meet with you and as a couple. It may be suggested to obtain individual counseling from a different counselor. As the relationship becomes more harmonious, less individual sessions will be scheduled, unless one of you needs individual counseling for problem(s) apart from your marriage. Information obtained during individual sessions will be held confidential from the partner, but every effort will be made to encourage the client to confide in the spouse. If one of the partners reveals he/she is engaging in an extramarital affair or sexual addiction without the spouse's knowledge he/she will be encouraged to terminate the affair and to work with the therapist to provide full disclosure.

Couple's Counseling or Marriage Counseling is not covered by any insurance unless one of the partners is labeled with a diagnosis and the session revolves around treating that diagnosis rather than couple issues, therefore, NFCC does not accept insurance for couple's counseling.

#### **Family Counseling**

Family counseling is usually performed by a counselor with a degree in Marriage and Family Therapy. During family counseling the entire family may be seen. This session may be divided into short individual sessions and then a remaining family session depending on the family needs.

## **Legal Proceedings**

NFCC counselors will not voluntarily agree to be part of any legal process with which you may be or become involved, including divorce or child custody issues or disability determinations. We feel therapy should provide a situation where you may speak freely without fear of your inner most concerns being replayed in a public way. Counselors cannot play the role of both therapist and forensic testifier as this may constitute a dual relationship. However, if a counselor is ordered by a judge to testify he/she must do so. In this event, you will be expected to pay for all of their professional time, including preparation, travel, transportation, and waiting to testify, even if that counselor is called to testify by another party. Because of the difficulty of legal involvement, NFCC charges \$350 per hour for preparation and attendance at any legal proceeding with a minimum of 1 hour guaranteed even if appearance in court becomes unnecessary. We charge \$175 for any records that are requested by any party. *Most of our therapists DO NOT SPECIALIZE in high conflict divorce/custody cases and will refer*.

### **Confidentiality and Professional Records**

NFCC counselors maintain confidentiality according to the ethical guidelines of their licensure as well as legal requirements. While you are entitled to a copy of your record, we do not recommend this due to the possibility of misinterpreting the meaning of notes. They are written for the health care professional and are often abbreviated with medical shorthand. A verbal summary can be provided upon your requests or a written narrative for \$150.

Effective counseling sometimes requires sharing confidential information with other staff members, counseling students or interns being supervised at NFCC, as well as tax accountants. NFCC shares information with these individuals for both clinical and administrative purposes, such as scheduling, filing, and billing. All staff abide by the same rules of confidentiality regarding your file and have been trained about protecting your privacy. They agree not to release any information about you to outside sources without the permission of the counselor.

Records are kept for *seven* years after your last session in accordance to the ethical and legal requirements of the Behavioral Health Executive Counsel. Charts of minors are retained for an additional five years after their 18<sup>th</sup> birthday, whichever is longer. All communication becomes part of this document. In the unforeseen event of the death of your counselor or NFCC's owner, NFCC has a plan to protect and store your records.

Everything you discuss with your counselor remains confidential. You must give signed permission before your counselor can share information with anyone, except for the aforementioned, about any aspect of counseling. If you do give permission, you will have an opportunity to specify who should receive information from your file, what information they are allowed to receive, the purpose for which they may use the information and the period of time during which you are granting the permission. Be sure to read carefully any "Release of Information" or "Consent" form that you may be asked to sign. **It is valid for 12 months**. Be sure to ask any questions you may have. Common situations requiring a release of information include certain insurance companies, a new counselor wanting to use records from a previous counselor to provide continuing care, and collaboration with another agency or professional in your treatment. Sometimes certain situations override confidentiality. No records or information about you will be released without your written consent except under the following circumstances:

- If your counselor feels you are a serious danger to yourself or others
- If you are under 18 years of age and you disclose that you are being abused or neglected
- If you are abusing or neglecting an elderly person or dependent adult
- If you have sexually or physically abused a minor child and that child or other children are at risk of continued abuse
- If you are involved in a criminal case, the judge can order your file to be turned over to a court
- If a valid subpoena is issued for my records or there is some other legal process requiring disclosure
- If you become abusive or threatening to anyone in counseling sessions and your counselor feels he/she needs to notify the police for safety purposes

Apart from these circumstances, however, you can be assured that the only people who will have access to your records or statements are those for whom you have given written consent.

## **Emergency Contact**

In the event that you are deemed by your therapist to be at risk for harming yourself or others, it is important that your therapist have your consent to communicate with an emergency contact of your choosing to ensure that necessary follow up care is being obtained. (Note: For clients who are minors, their parents/guardians will be the default emergency contact unless other emergency contacts are listed).

Primary Emergency Contact	
• Name	
Phone Number	_
Relationship to Client	
Secondary Emergency Contact (Optional)	
• Name	
Phone Number	_
Relationship to Client	
I,, give permission	for my counselor to communicate with my listed emergency
contact person if I am deemed at risk for harm to me appropriate follow up care (specialist, psychiatrist, or	yself or someone else, for the purposes of ensuring that or inpatient facility) is obtained.
Signature	Date

## **Appointments**

All appointments begin and end promptly. All sessions begin on the hour and last 50 minutes. On rare occasions the counselor may be in an emergency situation. Please be patient. The counselor will come out and inform you of the approximate wait time and/or reschedule your appointment. Please arrive 5-10 minutes early with all

Please check all that apply

paperwork completed. Please do not be late. If you are an insurance client and more than 15 minutes late, you will be charged the full contracted fee and be rescheduled. Everyone has an occasional reason for running late, but there will be no more than one instance of grace per client. Later appointments will be offered to existing clients based on need. No late appointments will be offered to new clients. If you have a late day appointment and fail to show up or if you are late to an appointment more than once you will forfeit this late day privilege.

Occasional after hour sessions (5:00 and thereafter) can be scheduled; but there will be an additional \$25 charge.

NFCC has a 24 hour cancelation policy. This means that you are required to change or cancel your appointment *at least 24 hours prior* to the time of service. Monday cancelations should be done by Friday at close of business. **If you cancel an appointment less than 24 hours in advance you will be billed a \$50 cancelation fee. If you fail to show up or cancel less than four hours in advance you will be charged the entire contracted rate for that session.** *Failure to confirm an appointment does not equal cancellation***. Further services are rarely provided until this fee is paid.** 

Please do not bring children or babies to counseling unless you have a family session scheduled. Children are disruptive to counseling sessions, and they **cannot remain in the waiting room**. So you and other clients can receive the maximum benefits during counseling, please make arrangements for childcare outside of the office when you have an appointment.

## **Emergencies and Messages**

Okay to leave a message if you are unavailable

In case of an emergency you should call 911, your primary care physician, or go to the nearest emergency room. NFCC may not be open on weekends or holidays and you may not be able to speak with your counselor after hours. You can leave a message and someone will return your call during normal business hours. Your counselor has permission to return your call and/or leave a message on any of the following numbers.

Cell Phone Number:	□ Yes	$\square$ No
Home Phone Number:	☐ Yes	□ No
Work Phone Number:	☐ Yes	□ No
Text Cell Phone:	□ Yes	□ No
Email Address:	☐ Yes	□ No
NFCC does have an email; however psychotherapy cannot be ethically are to be used only for scheduling or canceling appointments and send will be deleted without reading. Our office number does not receive	ling you handouts or form	•
Fees and Methods of Payment You will be expected to pay for each session at the time of the app the type of service and the expertise of the provider. In some situation assigned at a lesser fee if the Administrator of NFCC feels that a less expertise to meet your needs. This will usually be determined after th Several therapists at NFCC are credentialed with select insurance commental health benefits, you will be required to pay the contracted rate appointment and for your convenience our office will bill your insurance reimbursed by your insurance company minus your copay/deductible	ns a counseling student of experienced counselor has initial intake assessment inpanies. In order to take the for your session at the titunce company for you. Y	r intern can be as the necessary at and evaluation. advantage of your time of your
Counseling Fees: Initial intake assessment is \$160 and then \$145 for	counseling thereafter.	
Fees with Associate/Student: Agreed upon contracted rate is	(Client/intern's initials_	/).
I am requesting after hour counseling and agree to pay the additional	\$25 (Client/counselor's	initials/).
Psychological Assessments/Testing: Assessments and Testing range f administration of assessment/test, interpret/score, and write a narrativ		s include

*Group Therapy*: Group therapy fees are \$30 per person per weekly session, paid for one entire month at a time.

Any communication with a NFCC counselor outside of sessions will be billed at one and a half times the normal session fees. Instances include non-emergency (determined by counselor) telephone consultations. NFCC accepts cash, money orders, Mastercard or Visa at the time of service. NFCC accepts several major insurance carriers as fees for payment; if we do not accept your insurance, we will provide you with the necessary papers to file this visit with your insurance carrier yourself. Please see Insurance Reimbursement. (Interns cannot accept insurance. Fees for intern services are by Mastercard or Visa only.)

It is required to have a credit card on file to cover co-pays, lack of payment by insurance or fees associated with not canceling an appointment with 24 hour notice. Please complete the Pre-authorization for Credit Card form. These forms are in your chart and locked in a filing cabinet at all times. \_\_\_\_\_\_ Initial. Credit card authorization and information must be given while making the first appointment. Your credit card will be billed for your session early on the day of your appointment.

### **Insurance Reimbursement**

You will be expected to pay for your counseling session at the time of your appointment. Some insurance carriers will reimburse a portion of your counseling fees and/or for assessment or testing evaluation. Counselors at NFCC file for most major insurances. If you have an out of network insurance, we will provide you with a statement with the necessary information so you can file your visit with your health care provider if we are unable to file it for you. You can file this yourself and then collect the reimbursement from your provider. You should carefully read your insurance policy that describes if your carrier provides mental health services. If you have questions contact your provider directly.

Soaring medical and mental health costs have made it very complicated for you to understand what your coverage is. Some carriers require advance authorization before they will reimburse you for your office visits. Some provide limited sessions. Others will extend those sessions upon request from you. Read your policy carefully to discover how much coverage you have, so together we can plan your treatment. In order to file a claim on your insurance you will have to authorize NFCC to provide a clinical diagnosis for your insurance company. The insurance carrier may require some of your clinical record and in some cases all of it. The information we send the insurance company will become part of the insurance files and will probably become computerized. NFCC is not responsible for your record once it leaves our office.

## **Health Insurance Portability and Accountability Act (HIPAA)**

The HIPAA Privacy Rule provides federal protections for personal health information (PHI) held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of PHI needed for patient care and other important purposes. The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities to use to assure the confidentiality, integrity, and availability of electronic protected health information.

## Your Health Information Is Protected By Federal Law

Most of us believe that our medical and other health information is private and should be protected, and we want to know who has this information. The Privacy Rule, a Federal law, gives you rights over your health information and sets rules and limits on who can look at and receive your health information. The Privacy Rule applies to all forms of individuals' protected health information, whether electronic, written, or oral. The Security Rule, a Federal law that protects health information in electronic form, requires entities covered by HIPAA to ensure that electronic protected health information is secure.

Who Is Not Required to Follow These Laws

Many organizations that have health information about you do not have to follow these laws. Examples of organizations that do not have to follow the Privacy and Security Rules include:

- Life insurers
- Employers
- Workers compensation carriers
- Many schools and school districts
- Many state agencies like child protective service agencies
- Many law enforcement agencies
- Many municipal offices

#### What Information Is Protected

- Information your doctors, nurses, and other health care providers put in your medical record
- Conversations your doctor has about your care or treatment with nurses and others
- Information about you in your health insurer's computer system
- Billing information about you at your clinic
- Most other health information about you held by those who must follow these laws

#### How Is This Information Protected

- Covered entities must put in place safeguards to protect your health information.
- Covered entities must reasonably limit uses and disclosures to the minimum necessary for their purpose.
- Covered entities must have contracts in place with their contractors and others ensuring that they use and disclose your health information properly and safeguard it appropriately.
- Covered entities must have procedures in place to limit who can view and access your health information as well as implement training programs for employees about how to protect your health information.

What Rights Does the Privacy Rule Give Me over My Health Information

Health Insurers and Providers who are covered entities must comply with your right to:

- Ask to see and get a copy of your health records
- Have corrections added to your health information
- Receive a notice that tells you how your health information may be used and shared
- Decide if you want to give your permission before your health information can be used or shared for certain purposes, such as for marketing
- Get a report on when and why your health information was shared for certain purposes
- If you believe your rights are being denied or your health information isn't being protected, you can
  - o File a complaint with your provider or health insurer
  - o File a complaint with the U.S. Government

You should get to know these important rights, which help you protect your health information.

You can ask your provider or health insurer questions about your rights.

Who Can Look at and Receive Your Health Information

The Privacy Rule sets rules and limits on who can look at and receive your health information

To make sure that your health information is protected in a way that does not interfere with your health care, your information can be used and shared:

- For your treatment and care coordination
- To pay doctors and hospitals for your health care and to help run their businesses
- With your family, relatives, friends, or others you identify who are involved with your health care or your health care bills, unless you object
- To make sure doctors give good care and nursing homes are clean and safe
- To protect the public's health, such as by reporting when the flu is in your area
- To make required reports to the police, such as reporting gunshot wounds

Your health information cannot be used or shared without your written permission unless this law allows it. For example, without your authorization, your provider generally cannot:

- Give your information to your employer
- Use or share your information for marketing or advertising purposes
- Share private notes about your health care

I authorize No.	rthSide Family Counseling Center to release any
medical records necessary to my insurance carrier (	) for billing purposes. This release of
information will remain in effect until I terminate counseling.	
HIPAA ACKNOWLEI	DGEMENT
I have read the HIPAA document and I agree to its terms.	
Client's Signature	Data

### **Telephone Calls**

Counselors are usually not available during office hours to take calls. They are with clients for 50 minutes each hour and have ten minutes to take a break and complete paperwork between clients. Counselors will return emergency calls (standard rates apply). You can leave a message and your counselor will call you back at the end

of the business day (See billing for phone calls). We will make every effort to return your call on the same day that you make it, however, calls made after hours, on weekends and holidays may not be answered.

If your counselor is out of town or not available during business hours, another on-call counselor will take your call and appropriate charges will be made. In the event of an emergency *go to your nearest emergency room*.

## **Client Rights/Termination**

You may choose to discontinue the counseling relationship at any point. Your counselor will be supportive of that decision. If counseling is successful, you should be able to face life's challenges in the future without your counselor's support. You always have the right to request a change of therapist if you deem that necessary. If needed, I will help you locate another therapist. If you wish to file a complaint, you may call the Texas Behavioral Health Executive Counsel at 800-821-3205 or you may write to: 333 Guadalupe Street, Suite 3-900, Austin, TX 78701.

## **Statement of Faith**

NFCC believes that the Holy Spirit is the Great Counselor and only with His power and wisdom can we adequately guide and counsel individuals, marriages, and families in a manner that will bring godly, lastly transformation. While NFCC counselors do not attempt to push these beliefs on the client, we feel it is important for you to understand what your Christian counselor believes.

- The Bible is God's Word. It contains the absolute, inerrant truth and was composed by God Himself.
- God's truth is the foundation for all healing; therefore counseling is based on truths from God's Word.
- Since the Holy Spirit provides the wisdom for effective and lasting change this Spirit is invited to participate in the counseling experience.
- NorthSide Family Counseling Center desires to encourage each of you to understand who God created you to be and to fully experience the abundant life God desires for each of His children.
- NorthSide Family Counseling Center exists as both a ministry and business to offer Biblical counseling to
  individuals of all faith and denominations. We do not discriminate against anyone on the basis of sex, race,
  color, ancestry, religious creed, national origin, physical disability (including HIV/AIDS), sexual orientation,
  mental disability, medical condition, age, or marital status.
- We proclaim the Trinity of the Godhead and each individual's need for a personal relationship with Jesus Christ, as the One and only means of eternal life.
- This relationship with Jesus Christ is a covenant relationship based on grace alone and has nothing to do with religious affiliation. This saving grace (salvation) cannot be earned or achieved. It is absolutely a free gift.
- Individuals are not predetermined by genetics, family of origin, or other failings in life. Allowing the Holy Spirit to guide you and provide insight to change thoughts, attitudes, and behaviors can overcome these flaws and allow your character to be transformed.
- God's word clearly describes a marriage as one man and one woman in a covenant relationship together with God. Marriage is not cohabitating. Each person is to honor the other and remain sexually pure in thought and behavior.

STATEMENT OF FAITH
I have read NFCC's Statement of Faith. I understand that my counselor will practice from a Christian Worldview with Christian morals and principles. I agree to this type of counseling.

NFCC requires proof of identification with a government ID. Staff initials

# CONSENT FOR SERVICES The person responsible for payment is required to sign this form. Adults are responsible for full payment or their deductible and/or copay/contracted rate for their own treatment at the time services are rendered. I certify that I have read, understand, and agree to abide by the above eight-page consent for counseling with NorthSide Family Counseling Center. I consent for NFCC to evaluate, treat, and/or refer me to others for services needed. I have had the opportunity to discuss any questions or concerns with the above information and they have been answered to my satisfaction. Date Client's Signature Therapist's Signature Date CONSENT FOR COUNSELING WITH A PROFESSIONAL COUNSELOR Licensed Professional Counselors (LPCs) are regulated by the Texas State Board of Examiners of Professional Counselors, the board (a state board) whose members are appointed by the Texas Governor to carry out the general oversight of professional counselors in Texas. LPCs provide counseling services in accordance with state law and the board's rules. This includes following the code of ethics that the board has established for the counseling profession. If you have a complaint or concern, please speak to your counselor at NFCC. If you are unable to resolve the problem, you can file a consumer complaint with the board. You may call the toll-free complaint hotline at (800) 942-5540 or contact them in writing or by e-mail at: lpc@dshs.state.tx.us Client's Signature Date Therapist's Signature Date CONSENT FOR COUNSELING WITH AN INTERN A LPC-Intern is a professional counselor who has met all of the qualifications to become a fully licensed LPC, including obtaining a graduate degree in counseling and passing the state licensure exam, but is still in the process of completing counseling hours under the direct supervision of a Licensed Professional Counselor-Supervisor (LPC-S). The LPC-S is a professional counselor who has additional training and is licensed by the state of Texas to oversee the counseling work of LPC-Interns. Part of the supervision process includes review and discussion your concerns in an effort to further the counseling skills of the Intern and assist her with providing you with the best care possible. Your counselor's supervisor is Sherri Lambiase, MA, LPC-S. Should you, at any time, have questions or concerns about your counseling services, you have the right to speak to her. Finally, a LPC-Intern is an employee or contractor, who cannot receive any payment from a client. All payments are to be made directly to NFCC by a credit card on file. By signing this form I acknowledge that I have been informed that I will be receiving counseling services from a LPC-Intern. I also understand the qualifications of my counselor and the role of a LPC-S. I further understand my counselor will discuss my case in supervision. Client's Signature Date Therapist's Signature Date CONSENT FOR COUNSELING WITH A STUDENT A student intern is a student who has met all of the qualifications to test for the Texas licensing board of professional counselors, except for the last semester (internship) of their master's program. A student intern is under the supervision of a Licensed Professional Counselor-Supervisor (LPC-S). The LPC-S is a professional counselor who has additional training and is licensed by the state of Texas to oversee the counseling work of LPC-Interns and students. Part of the supervision process includes review and discussion of your concerns in an effort to further the counseling skills of the Student Intern and assist her with providing you with the best care possible. Your counselor's supervisor is Sherri Lambiase, MA, LPC-S. Should you, at any time, have questions or concerns about your counseling services, you have the right to speak to her. By signing this form I acknowledge that I will be receiving counseling services from a Student Intern and understand the qualifications of my counselor and the role of a LPC-S. I also understand my counselor will discuss my case in supervision.

Date

Date

Client's Signature

Therapist's Signature