

## Patient Agreement and Consent for Treatment

Welcome to Foundations Counseling. We are honored you have chosen us as and look forward to getting to know you during this time of growth and possibility. In order for our professional partnership to be most effective in meeting your needs and goals, it is important to begin with a clear understanding of expectations. The following information will better help you understand the therapy process, each of our rights and responsibilities, and our office policies. If you have any questions during or after reading this form, please discuss them with your clinician.

### Patient Rights and Responsibilities

#### Confidentiality

Your clinician treats what you tell them with great care. Trust and openness are essential for effective therapy. There are some times when the law limits confidentiality and requires your clinician to contact others. There are also other urgent situations when your clinician may choose to break confidentiality if they feel that doing so could help ensure the safety of you, others, or your clinician. We reserve the right to break confidentiality in the following circumstances:

1. If there is known or suspected abuse of a child, elderly person, or disabled person.
2. If there is risk of imminent serious harm to you or others.
3. If your records are subpoenaed by a court of law, or if we are subpoenaed to testify in court about our work together.
4. If there is known or suspected sexual exploitation of a patient by a current or former psychotherapist.
5. If you act aggressively, threateningly, or violently towards anyone in the office.
6. In other situations as described in the HIPAA Notice of Privacy Practices.

In any of these situations, only the information needed will be revealed. If your clinician believes you are in danger of hurting yourself or others, they will contact any person in a position to prevent harm, including but not limited to: the person listed as your emergency contact, family members, close friends, and appropriate medical and legal authorities.

#### Confidentiality and Billing:

Office staff are used to bill, register new clients and schedule appointments. They have signed a confidentiality agreement to protect your information according to all applicable laws and standards of practice. They will have access to your basic contact information, diagnosis, and insurance information (if applicable). The office staff does not have access to therapy notes and detailed information about you. A collection agency may be notified if a balance becomes 90 days past due. In this situation, only information related to billing, including your name and contact information, will be released.

#### Confidentiality and Health Care Collaboration:

It is considered a standard of good practice for mental health professionals to collaborate with other members of a patient's health care team, including their primary care physician, psychiatrist, and others involved in providing regular care. Occasionally, we will contact others on your treatment team to let them know we are working together and to



inform them of diagnostic impressions. We may communicate with them to coordinate your care, especially around issues including significant life or treatment transitions, responses or side effects to medication, physical symptoms, and risky behavior. Please provide this information on the Basic Information page to allow us to collaborate with your health care team if needed.

### **Evaluation and Feedback**

During the therapy process, you are encouraged to provide feedback to your clinician, discuss your goals, and review your progress. If you feel you are not making progress toward your goals or if you are dissatisfied with service, you agree to discuss these issues with your clinician directly and work together to decide the best way to proceed.

### **Potential Risks**

In addition to the gains and positive outcomes associated with counseling and therapy, some “side effects” are possible. Because therapy involves discussing issues that have caused distress or difficulty, you may find:

1. The energy it takes to focus on your concerns may make it harder to concentrate on other things at times.
2. Emotions may be heightened and you may feel moodier.
3. You may begin to see things in new or different ways, which could feel confusing or cause discomfort.
4. Relationships may be affected as you examine interpersonal issues. If these issues arise, you agree to discuss them with your clinician so that you can work to find ways to alleviate these difficulties.

### **Active Participation and Commitment**

In order for counseling to be effective, it is important for you to take an active role. Active participation involves keeping appointments, being honest, discussing concerns openly, completing outside assignments, listening to the therapist, and providing feedback to your therapist about the process of counseling. Once you decide to work with one of our therapists, we ask you to consider committing to at least 8-12 sessions. It can take time to notice therapy results kicking in so think of it as an investment that can yield lifelong results.

### **Other Treatment Options**

We strive to provide you the most effective care possible. However, it is important to be aware of other treatment options that are available. Different therapists may practice different approaches to therapy or have different areas of specialization that may be appropriate for you. In addition, some people can benefit from psychiatric care and medication. If you would like to explore different treatment options, please discuss this with your therapist. In turn, they agree to talk with you about other treatment options they feel may be appropriate for you.

### **Therapist Rights and Responsibilities**

It is your therapist’s responsibility to provide you with informed, respectful, and competent care in accordance with the highest ethical and legal standards. They request the same safe, respectful treatment. They may also exercise the following rights:

### **Scheduling**

Your clinician will make every attempt to keep appointment times. However, emergencies and other urgent situations may arise that necessitate rescheduling your appointment. You will be notified as soon as possible in these situations. Every attempt will be made to reschedule your appointment at a time convenient for you.

Consultation



Consulting with colleagues is a standard of mental health practice because it helps ensure that you receive good care. Foundations Counseling has regular consultation meetings with all of our therapists in order to provide the most appropriate and effective services to you. Such consultation will not involve your name or specific identifying information unless you have provided permission to do so.

### **First Session**

In order for therapy to work best, it is important that both the therapist and client feel comfortable with each other. Our initial session is an intake assessment lasting about 60 minutes. During this time, your clinician will want to find out more about your concerns and goals for treatment in order to determine if their skills and experience are a good match for what you need help with. This initial session is also an opportunity for you to check them out! Feel free to ask questions in order to determine if their approach feels like a good match for you. A therapeutic relationship will not officially be established until after we have discussed your presenting problems and you agree to work together on your goals for therapy. The fee for the first session is \$165.00. If we are an in-network provider for your insurance, you may owe a co-pay or the full contracted fee as determined by your insurance plan. This information will be provided to you before your first session.

### **Office Policies**

#### **Sessions and Fees**

- After the initial visit, sessions are typically 50-55 minutes, which includes time for scheduling, payment, and therapy. The fee is \$140.00 per session.
- If we are an in-network provider for your insurance, you may owe a co-pay or the full contracted fee as determined by your insurance plan.
- In general, 30-minute psychotherapy sessions are not offered. On occasion, we may agree to utilize 30-minute session as appropriate. The fee for this service is \$125.00.
- As a rule, phone therapy (or teletherapy) is not conducted. Phone consultations may be used only in urgent situations. Calls lasting longer than 15 minutes will be charged a fee proportional to the hourly rate and are not covered by insurance.
- You are asked to provide us with your most current contact information at all times so that you may be reached about scheduling, payment issues, or emergencies.
- Client Records: There will be an administrative printing/faxing charge of \$25 for the first 35 pages and \$.50 per page for every print thereafter for client records. Additional fees may include costs for record mailing, shipping or delivery. Please note it will take 7-10 business days for processing records. Charges for client records must be paid in advance and will be charged to the credit card on file.
- Letters/Documentation: There is a charge associated with any and all documentation we may have to complete. Charges will be determined by the amount of time spent to complete the request. Charges for letters/documentation must be paid in advance.
- FMLA/Disability Paperwork: This is not a service typically provided by Foundations Counseling clinicians. You must schedule an appointment to have FMLA/Disability paperwork completed by the therapist. Prior to your appointment, please present your paperwork. There is a \$125 charge for the FMLA/Disability paperwork appointment. This appointment is not covered by EAP or Insurance benefits. Completion of FMLA paperwork is at the discretion of the therapist after at least 6 sessions of therapy have been completed. Charges for FMLA/Disability paperwork must be



paid in advance.

- A \$40 fee will be charged for all returned checks.
- A collection agency may be notified if a balance becomes 90 days past due. In this situation, only information related to billing will be released.
- Foundations Counseling does not practice forensic psychology and does not conduct forensic evaluations. If you become involved in legal proceedings that require our participation, you will be expected to pay for all related time and expenses, including preparation, report writing, copy costs, professional consultation, transportation, time needed to reschedule patient appointments and other professional meetings, as well as the entire time spent away from the office. This applies even if a clinician is called to testify by another party. Due to the difficulties involved in legal matters, there is a \$300.00 charge per hour with a minimum engagement of three hours to be paid as an advance retainer. Additionally, for any legal proceedings that require your therapist to be away from the office, an advanced retainer of \$900 is required and at least 72-hours advance notice due to the time needed to reschedule appointments. In the event that participation in legal proceedings has been scheduled but needs to be cancelled, at least 48-hours notice is required. Failure to provide at least 48-hours notice of cancellation will result in your forfeiture of the \$900 retainer fee. Your insurance company will not be billed for or cover any of these fees; you are solely responsible for payment.
- Firearms are strictly prohibited in the office suite. There is no smoking or vaping of any kind in the office suite.

### Availability

- Your clinician is available for regularly scheduled appointment times. Dates of vacations and other exceptions will be provided in advance whenever possible. During times that your therapist will be out of town or difficult to reach, another therapist at Foundations Counseling be on call for urgent situations. This information will be provided to you.
- Foundations Counseling is an outpatient office and does not provide after-hours emergency care. In an emergency, if you are in need of immediate assistance, call the Suicide and Crisis Center (214.828.1000) or Contact Counseling (972.233.2233), or go to your nearest emergency room.

### Records

- It is state law that a record of the treatment provided to you is maintained. This record will contain information that will allow your therapist to chart the course of your therapy. Files are kept on a secure and encrypted Electronic Medical Records. Any paper forms that are filled out at the office are scanned into the EMR and then immediately shredded.
- Please see the HIPAA Notice of Privacy Practices for information on how to request your records.
- If the therapy sessions contain more than one patient (e.g. couple's therapy), you agree that no one person may get the complete treatment file.
- The laws of this state require that entire patient records be kept for seven (7) years. After this period, all records will be destroyed.
- In the event of therapist incapacitation or death, it will be necessary for another practitioner to take possession of your files and records. You agree to allow another licensed mental health professional, selected by your therapist, to take possession of your file and contact you regarding this transition, providing treatment options and referrals if needed.

### Termination of Treatment

- The length of time required for therapy will be determined by your personal situation. Your clinician will do their best



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to fulfill your therapeutic needs and provide you with the best therapeutic care. For your part, you agree to participate in the process to the best of your ability. It is intended that when your needs are met, to the extent they can be, the therapeutic relationship will terminate. Although many people report benefits from therapy, there is no guarantee of a cure.

- For your part, you may terminate services at any time. This may be done in several ways. These include, but are not limited to, putting it in writing or informing your therapist verbally. If you choose to terminate therapy, it will be your clinician's decision as to whether we can re-establish our therapeutic relationship if you request to do so in the future.
- A pattern of frequently canceled or missed appointments will result in termination. In such circumstances, referrals to other therapists or agencies will be provided if requested.
- Non-payment for services may result in termination.
- If your therapist feels that the services they can offer are not or will not be appropriate for you, they may, after discussing reasons with you, refer you to another provider or agency. Furthermore, we reserve the right to terminate service if dangerous/risky behaviors are continued or if sessions are attended after consuming drugs or alcohol.

Again, welcome to Foundations Counseling. We look forward to working with you. Please let us know if you have any questions about the information presented in this form or about any other aspect of our work together.