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INFORMED CONSENT FOR PSYCHOTHERAPY

I want to welcome you to counseling. My goal is to help each client ease distress and make positive changes in their lives and relationships. I am a Licensed Professional Counselor by the State of Texas. My educational background includes a master's degree in School Counseling and a master's degree in Professional Counseling with additional accredited, professional training in Eye Movement Desensitization and Reprocessing (EMDR) therapy protocols and Play Therapy modalities such as Sand tray.

As a Licensed Counselor, I am committed to provide you with high quality counseling and inform you of all about the counseling process as well as the practical, legal, and ethical issues that can arise while working together. If you agree to these stipulations as the conditions for entering counseling and working together, please sign this form as your "Consent to treatment." If you have any questions about anything on this form, please ask. This form serves as copy for your information and use.

1. **Professional Services Defined:** Amy Burley, LPC, provides therapeutic counseling in a process that consists of a) assessment phase b) treatment phase c) termination phase. In the assessment phase, the therapist will interview you to gain historical information and may request that you take assessment instruments (and discuss the results of any assessments/ Diagnosis with you.) Your Counselor may also request you to seek evaluations outside with a psychologist or psychiatrist. You will be encouraged to establish some goals for our work together. In the treatment phase, your Counselor will work with you through various therapeutic methods and interventions to help reduce or resolve the issues that brought you to therapy. In the termination phase, therapy will usually conclude by spacing out sessions over a period, or through a final termination session.
2. **Confidentiality:** I am committed to fully protect your privacy under provisions of Texas law. However, there are several exceptions, which include: 1) Reporting of child abuse, elder abuse, or abuse/ neglect of a disabled person (past or present) 2) Duty to Warn, if an individual intends to take harmful, dangerous, or criminal actions against another human being or against him/ herself 3) Reporting of sexual improprieties by a former therapist or Counselor as a criminal offense; You have certain rights in such reporting which your Counselor can explain 4) Certain court orders/actions such as custody cases, malpractice actions, criminal cases, etc. 5) Electronic mails and texts are not fail-safe forms of confidential communication, and texts and emails become part of the Client's record. 6) Collection of fees. If you have any questions about this area, please feel free to ask 7) Other exceptions can include your therapist engaging in peer consultation for the review of Client cases with professional, objective colleagues to ensure quality counseling. No client names or identifying information will be shared during this process to preserve Client confidentiality.
3. **Professional Standards:** My services will be rendered professionally and in manner consistent with accepted legal and ethical standards. However, if at any time you are dissatisfied with my services, please let me know. If we are not able to resolve your concerns, you may report complaints in writing to *Complaints Management and Investigation Section, Texas State Board of Examiners of Professional Counselors* P.O Box 141369, Austin, TX 78714-1369 or by calling 1-800-942-5540.
4. **Safety Practices:** In the event of a mental health crisis or life-threatening emergency, I advise you to seek immediate care and assessment by calling 911/ 988 and or going to your nearest hospital emergency room, because I am not immediately available to respond, nor equipped to treat such events.
 - A) **Emergency Contact and Plan:** If I determine you are a danger to yourself, you authorize me to contact your Emergency Contact and discuss arrangements for your higher level of care, such as assessment for care at a nearby Hospital ER or inpatient care at a local psychiatric hospital. This

will be discussed with you first. I will attempt to provide you or your Emergency Contact- a list of referral hospitals to contact for assessment and or admission.

- B) **Duty to Warn:** If I believe you to be dangerous to yourself or someone else, by signing this Consent document, you authorize me to contact either the persons listed as your emergency contacts, or someone else to aid through this crisis. This would include, at my discretion, contacting an intended victim or the local authorities.

5. Practices Regarding Treatment of Minor Children of Legally Separated/ Divorced Parents:

- A) The parent requesting services must provide the most current copy of Temporary Orders and or Divorce Decree in its entirety prior to services being initiated.
- B) The PARENT IS RESPONSIBLE to notify Counselor and provide an updated decree if the status of a Marriage changes, or a final decree or modification is made to the original document while a minor child is under treatment.
- C) If joint custody exists 1) the parent not bringing the child will also be contacted via letter and/or phone call and provided with an Informed Consent document and an invitation to participate in the Child's counseling. It is my policy to involve both parents (unless parental rights have been restricted by a court order) in the treatment process. 2) If one parent requests Child's treatment records, the co-parent will be notified of the request. 3) It is also my policy to 'carbon copy' both parents on emails to promote transparency and open communications regarding the treatment of a minor child.

6. Appointments:

- A) **Intake assessment:** At your first appointment we will conduct an interview and discuss your Bio-psychosocial History, present concerns, and symptoms, review my practice policies for Informed Consent, and discuss your treatment goals— so that I may render an accurate diagnosis and develop an appropriate treatment plan. This is a 60-minute appointment.
- B) **A typical session is 53-55 minutes in duration once a week or at other intervals.**
- C) **Attendance :** In order to make improvements and have consistent progress and maintenance of therapeutic benefits, your punctual and regular attendance is vital. When we set your appointment time, it is reserved especially for you or your child. Therefore, it is necessary to keep your appointment times, or to communicate with me if we need to seek alternate times as soon as possible so that I may manage your requests and other Client scheduling needs. To help you prepare, I provide a helpful text and or email reminder with notifications at 48 and 24 hours ahead of your pending appointment. Therefore:
- (1) If you are late to an appointment, it will reduce the time of your session. If you are more than 15 minutes late, I may request to reschedule, and you will be charged the full session fee.
- (2) If you miss two consecutive appointments, I reserve the right to make appointments for other Clients seeking services at your preferred time- and to dismiss you from my active caseload.
- D) **Cancellation/ Reschedule Policy:** If you need to cancel or reschedule an appointment, you are requested to **let me know in advance of Thirty Hours** before your appointment time. If you miss an appointment without this advanced notification, you will be charged the full session fee. This will need to be paid before the next appointment is scheduled.

7. Insurance Filing: It is advised that you contact your insurance provider before initiating services, in order to know your deductible and copay amounts and any limitations regarding mental health care. I can assist you in setting up for insurance payments for your services, under the following conditions:

- A) Headway is my insurance filing and billing partner. Through Headway, I can provide services for the following healthcare plans: **Aetna, Blue Cross Blue Shield, Oxford, Oscar Health, Optum, United Healthcare, and Cigna.** To this end, I will need to have your health insurance card information and will provide them a diagnosis code and submit session progress notes to Headway at the conclusion of each client session, for review and payment by your health insurance provider.

B) If you have a policy with a different insurance provider than those listed above and wish to file for Out-of-network benefits, I can provide you a monthly 'Superbill' for you to submit for reimbursement/benefits.

8. Payment:

A) is due at the time services are provided- No further sessions will be scheduled after any unpaid session.

B) is made through your credit card or HSA account card entered in my EHR system or into your Headway client account. You may also pay by cash or check if that is requested.

C) You may request to receive a monthly statement/ Superbill that will be emailed to you to file for out-of-network benefits, or to keep for your yearly tax deductions reporting.

9. Client Rights: As my Client, you have the right to...

A) Request copies of your Clinical Record so that I can share your treatment records with other healthcare providers, educational staff, etc. You will need to fill out, sign, and return a *Release of Information* form with information about the reason and the party for me to provide the records to. I will endeavor to provide requested records within 30 days.

B) Know about the Storage of Clinical Records/ interruption in service. If an unforeseen event occurs which renders your Counselor incapacitated and unable to continue to provide service (illness, death, etc.) or if your Counselor retires, Amy Burley will provide you with information on obtaining your clinical records, should you need desire to continue services elsewhere.

C) Withdraw from Counseling. At any time, you have the right to review, discuss, and ask questions about your treatment plan and any of my techniques. If a conflict arises for either the Client or the Counselor, either of us have the right to withdraw from the counseling relationship. If the Counselor feels the need to withdraw from providing counseling, she will inform the Client and provide appropriate referrals for the Client to contact and initiate services with.

10. **Court Appearances.** I do not offer Forensic Counseling services, nor voluntarily testify for or against one party in the case of a divorce, custody trial, etc. Thus, I won't appear in court, provide letters, or testimony (or any other form of legal support), unless I am subpoenaed by a court of law. If your **purpose for counseling relates to child custody matters, this should be made known to the Counselor immediately.** ** If legal actions occur in which your therapist is requested or subpoenaed to appear, you will be responsible to provide the following, even if the subpoena is sent from the opposing side of the case...1) Travel expenses from Therapist's office to the Court and back again; 2) Hourly fee of \$300.00 plus any time spent in preparation, consultation, and research.
3) At least \$2,000 shall be expected prior to the court appearance. If there is a credit after the court appearance, the remainder will be returned to the Client.

11. **Cultural or Language Difference.** If cultural or language differences negatively impact prospects of successful therapy, you may ask for a referral to a therapist of your culture or who speaks your language. I will assist in such a referral if one can be found.

** Now that you are informed of the professional practices of your Counselor and the expectations for a positive working relationship, please indicate your agreement below to 'Consent for Treatment and Psychotherapy.'

I, the undersigned Client, or Legal Representative of a Minor Child, acknowledge that I have both read and understood all the terms and information contained herein. Ample opportunity has been offered for me to ask questions and seek clarification of anything unclear to me.

Date

Signature of Client, or Legal Representative of Minor Child

Child's Printed Name