

INFORMED CONSENT

Welcome to Ascent Psychotherapy Center (APC). This agreement contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on APC unless we have taken action in reliance on this agreement or if you have not satisfied any financial obligations you have incurred.

COUNSELING SERVICES

Your first appointment (or more, in some cases) will involve an assessment of your needs. By the end of the assessment your counselor will be able to offer you some first impressions of what your work may include and recommendations for getting help. One of the recommendations may be psychotherapy. If so, APC may or may not be able to provide you with psychotherapy, depending on your overall needs. If psychotherapy or any other recommendations suggested by your counselor include things that APC cannot provide, you will be given suggestions of where you might receive those services. Wherever you choose to obtain treatment, you should evaluate the information from your initial assessment along with your own opinions of what sort of treatment you are willing to do and whether you feel comfortable working with the treating clinician.

Therapy involves a large commitment of time, energy, and often money, so you should be very careful about the therapist you select. If you have questions about the procedures used or conclusions made by your counselor at APC, please discuss them whenever they arise. If your doubts persist, your counselor will be happy to help you set up a meeting with another mental health professional for a second opinion. Psychotherapy is not easily described in general statements. It varies depending on the particular problems you are experiencing, the therapeutic methods used by your counselor, and the personalities of the counselor and client. There are many different methods counselors may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things that are discussed both during your sessions and on your own.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, shame, frustration, loneliness, and helplessness. The changes you make in therapy may also affect your relationships in unexpected ways.

Psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

MEETINGS

The initial assessment will last from one to two sessions. During this time, you and your counselor can both decide if she/he is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your counselor will usually schedule one meeting per week at a time you each agree on. Once an appointment is scheduled, you will be expected to attend unless you provide advance notice of cancellation. If you need to cancel an appointment, it is your responsibility to contact us to cancel.

CANCELLATIONS

- Cancellations must be made within 24 hours of your scheduled session time when using our main number.
- Cancellations must be made within 48 hours of session time if using our online scheduling program.
- We cannot accommodate cancellations made via email as we do not monitor email on a regular basis.
- Cancellations with less than a 24 hour notice will result in a fee equal to the total amount of the missed session that will be collected at your next appointment, or, if payment information is on file, it will be debited from your credit card.
- After two no-shows/late cancellations, client will pre-pay before services are rendered.
- Clients who have pre-paid agree to have the entire fee deducted from their pre-payment in cases of no-shows and late cancellations.

PROFESSIONAL FEES

Fees will be collected when services are rendered. In addition to therapy services fees may include assessment administration, scoring, and reporting; creating reports; creating copies of records on request; consulting with other professionals at the client's request.

COURT TESTIMONY

- Court testimony costs begin at \$150 per hour with a minimum charge of three hours. A retainer of \$450 is due **one week prior** to the court date. Travel is billed at .50/mile. Failure to provide the specific fees as described constitutes a release from the requested court appearance.
- It is required that a minimum of 36 hours' notice be given if the testimony is not required, otherwise the entire retainer is forfeited. If proper notice is given, the retainer will be refunded.
- Additional services related to court preparation including all correspondence with attorneys or other service providers via phone, email, or letter, documentation review and/or documentation preparation are also billed at \$150 per hour, rounded to the nearest 15 minute increment.

You (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers. You must pay your bill first, then contact your insurance company regarding reimbursement.

CONTACTING US

We answer our main office number during office hours. You may have your counselor's cell phone number in order to coordinate administrative tasks (defined as appointment arrival, appointment time, and directions). Email, and text messaging are **not** secure mediums in terms of privacy and confidentiality so our policy regarding, electronic communication, and cell phone use includes the following:

- We do not provide therapy/counseling via email or text messaging.
- Text messaging and email will be used for administrative tasks only (as defined above).
- Therapists may not acknowledge or return emails or text messages that are not administrative. This includes emergency texts and emails.
- Online counseling via Thera-Link, telephone, and web conferencing for counseling are allowed if you are within the state of Texas and if there is completed intake paperwork on file with ascentpsychotherapycenter.com.
- If your therapist leaves for an extended period of time you will be given the information for another licensed therapist with whom you may schedule if you need an appointment during your therapist's absence.

EMERGENCIES

- If you have an emergency **do not** contact your therapist's cell phone – this is not monitored regularly.
- If you have an emergency **do not** contact your therapist's email – email is not monitored regularly.
- If you have an emergency **do not** contact the achievebalance.org main number – our main number is not monitored regularly.
- **If you have an emergency go to the emergency room nearest you or call 911.**

FACEBOOK AND SOCIAL MEDIA

Social media, including but not limited to Facebook and Twitter, may be used by therapists in this practice as tools for marketing services and disseminating information. Social media of any kind are **not** secure in terms of privacy and confidentiality so our policy regarding the use of social media includes the following:

- We do not provide therapy via social media.
- Therapists will not acknowledge or return private messages delivered via social media.
- Therapists will not acknowledge or respond to client emergencies delivered via social media.
- If you have an emergency do not contact your therapist via social media. Instead go to the emergency room nearest you or call 911.
- You may use social media to reveal your own identity as a client of ascentpsychotherapycenter.com, but you may not reveal the identity of another client. Doing so would be a breach of confidentiality and ascentpsychotherapycenter.com would take all available steps to protect the revealed client's rights, including blocking the offending client from accessing our social media and referring the offending client to another practice.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a counselor. In most situations, APC can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA (included with this intake packet). There are other situations that require only that you provide written, advance consent which is provided by signing this document. Your signature on this Agreement provides consent for the following activities:

- Although you will probably meet with only one counselor, you are receiving services from the office of APC. Consequently, you will have a file in our office to which all therapists and staff will have necessary access. We utilize a HIPAA compliant EHR to store client records. You may view their security overview and privacy policy at <https://www.theranest.com/privacy/>. Therapists who access TheraNest from their personal computers are required by ascentpsychotherapycenter.com to have their access password protected. Ascentpsychotherapycenter.com counselors and staff consult with each other about our work. In most cases, we need to share protected information within APC for both clinical and administrative purposes, such as scheduling, records management, and quality assurance. All of the mental health professionals and staff are bound by the same rules of confidentiality.
- In providing, coordinating, or managing your treatment and other services related to your counseling care, APC sometimes interacts with other professionals concerning your well-being. An example of this would be when we consult with another health care provider, such as a physician. We will acquire a release of information to keep on file if such coordination is necessary.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, APC cannot provide any information without a) your (or your legal representative's) written authorization, or b) a court order/subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether the court would be likely to order APC to disclose information.
- If a client files a complaint or lawsuit against APC, we may disclose relevant information regarding that client in order to defend ourselves.
- If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that APC file a report with the Texas Department of Child Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, the law requires that APC file a report with the Texas Department of Elder Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we believe that it is necessary to disclose information to protect against a risk of serious harm being inflicted by you upon yourself, another person, or to the community, APC may be required to take protective action. Depending on the situation, these actions may include initiating hospitalization and/or contacting the police. If such a situation arises, your counselor will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.
 - If you disclose past sexual abuse by a mental health provider we are obligated to report this to the proper authorities and licensing entities.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

COUNSELING VIA TECHNOLOGY

Online methods of providing counseling services are evolving all of the time. At ascentpsychotherapycenter.com we will utilize those means ethically and therapeutically. Technology-assisted distance counseling for individuals, couples, and groups involves the use of the telephone or the computer to enable counselors and clients to communicate at a distance when circumstances make this approach necessary or convenient. Telecounseling involves synchronous distance interaction among counselors and clients using one-to-one or conferencing features of the telephone to communicate. Video-based individual Internet counseling involves synchronous distance interaction between counselor and client using what is seen and heard via video to communicate.

In order to utilize technology for therapy, client must (*adapted from the NBCC code of ethics for technology based counseling*):

1. Be an established client with intake paperwork, payment information, and an emergency contact/face sheet on file with ascentpsychotherapycenter.com.
2. Have a release of information for an emergency contact for the location from which the client will be calling.
3. Assume responsibility for securing a location to speak with the therapist that is confidential.
4. Understand when communicating via technology, confidentiality cannot always be guaranteed. By engaging in counseling via technology client acknowledges that risk and holds ascentpsychotherapycenter.com harmless.
5. Be domiciled (primary residence) in the state of Texas or be located on a US military base if out of the state of Texas to receive counseling services from ascentpsychotherapycenter.com therapists. Therapists at ascentpsychotherapycenter.com are licensed to practice only in the state of Texas.
6. Agree to an alternate form of communication in case technology fails during the counseling session. If counseling cannot be resumed, client will still be charged for the session. If technology fails less than 30 minutes into a counseling session and communication cannot be reestablished, client can reschedule at no charge for the remainder of the missed session.

Also:

1. Remember when visual cues (video) are unavailable, misunderstandings can occur.
2. Your technology based sessions are not recorded or preserved in any way by ascentpsychotherapycenter.com. Your counselor will take notes (as directed by law).

PROFESSIONAL RECORDS

The laws and standards of our profession require that APC keep Protected Health Information about you in your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports that have been sent to anyone. Except in the unusual circumstance where disclosure is reasonably likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, 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 by and/or be upsetting to untrained readers. For this reason, APC recommends that you initially review them in your counselor's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, APC is allowed to charge a copying fee of \$25 (and for certain other expenses). If APC refuses your request for access to your Clinical Records, you have a right of review, which a counselor will discuss with you upon request.

TERMINATION, DEATH, OR INCAPACITY OF A THERAPIST/TERMINATION CLOSURE OF PRACTICE

In the event of your therapist's termination, death, or incapacity, all records created as a contract therapist with ascentpsychotherapycenter.com will be secured and archived with ascentpsychotherapycenter.com on an encrypted electronic server. In the event of the closure of ascentpsychotherapycenter.com or the death or incapacitation of its owner, records created by contracted therapists will be secured and archived on an encrypted electronic server. Access will be granted to Valerie Kuykendall-Rogers, MA, LPC-S at 832-418-2479.

CLIENT RIGHTS REGARDING PRIVACY AND HIPAA

Although we accept some insurances, we do not accept all insurances. For those insurances that we are out of network, we will provide you with paperwork you may submit for insurance reimbursement. We will not file that paperwork for you. You should be aware that in the process of filing for a third party payment, your contract with your health insurance company requires that your counselor provide additional clinical information such as treatment plans or summaries, a diagnosis, or copies of your entire Clinical Record. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, counselors have no control over what the insurance companies do with it once it is in their hands. In such situations, your counselor will make every effort to release only the minimum information about you that is necessary for the purpose requested. If you will be filing with your insurance company

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for reimbursement of fees, please indicate your consent for us to release your PHI by signing below. For a copy of HIPAA policies, please go to <http://www.ascentpsychotherapycenter.com> and select the tab "Useful Forms" and you can download a copy. Ascentpsychotherapcenter.com may share private information with my insurance company.

MINORS & PARENTS

Clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your counselor would provide them (if requested) only with general information about the progress of your treatment, and your attendance at scheduled sessions. If requested, your counselor could also provide parents with a summary of your treatment when it is complete. Any other communication to your parents will require your Authorization, unless we feel that you are in danger or are a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, your counselor will discuss the matter with you, if possible, and do her/his best to handle any objections you may have.

If there is a minor child with divorced or separated parents, a certified copy of the temporary orders or divorce decree must be provided prior to the therapist beginning treatment.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT THE HIPAA PRIVACY NOTICE DESCRIBED ABOVE WAS MADE AVAILABLE TO YOU.

_____	_____
Name	Date
_____	_____
Name	Date
_____	_____
Name	Date

Signature of parent or guardian for clients less than 18 years old

Texas State Board of Examiners of Professional Counselors and Texas State Board of Examiners of Marriage and Family Therapists Complaint Process

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 to request the appropriate form or obtain more information. *This number is for complaints only.*