

2. Garden Informed Consent

GENERAL INFORMATION AND INFORMED CONSENT

Welcome to Garden Counseling LLC. This form provides important information about our mental health services, including professional policies. When you sign this document, it will represent an agreement between us. Although these documents are long and sometimes complex, it is very important you go over them carefully. Please note any questions you might have so we can discuss them.

COUNSELING SERVICES

You have taken a very positive step by deciding to seek counseling. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. Counseling is not like a medical doctor visit as it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things we talk about both during our sessions and at home. I cannot promise your behavior or circumstance will change. I can promise to support you and do my very best to understand you, as well as help you clarify what it is you want for yourself. If you have questions about procedures, together we can discuss them whenever they arise. If your doubts persist, I will be happy to provide you with a referral elsewhere.

The Responsibilities of your Counselor:

- I will provide safety. My location and work with you is designed to give a safe environment for you to open yourself to the process of counseling. My office will be free of physical, sexual, and other abuse, threats and acts of violence, weapons, or illicit drugs.
- It is my pledge to do my best to help you work through your presenting problems. If I need help in fulfilling that, it is my responsibility to get myself that help - which can involve reading and research, consultation with other clinicians (not revealing the identity of the client), or obtaining further professional training.
- It is also my responsibility to be clear with you about how I evaluate your presenting problems and your ongoing work, as well as to explain what the treatment plans and goals are. The treatment plans are sometimes an ongoing work-in-progress. This means we are constantly re-evaluating our work together and thinking about how best to serve and care for you.
- You have the right to an explanation in language you can understand, of potential risks, consequences, and benefits of treatment and methods prior to their use, and are entitled to request and obtain information regarding treatment alternatives.
- Communication between the client and group leaders is both privileged and confidential. As the counselor and group leader, I cannot discuss our case orally or in writing, except with the Garden Counseling, LLC clinical staff.

Your Responsibilities as the Client:

- It is your responsibility to show up for sessions. When possible, sessions are set up on a regular schedule. There are circumstances when this is not possible; in those circumstances I will work with your schedule as best as I can. Failure to call and cancel a session will result in a penalty fee.
- Take the work we are doing seriously – cooperate with requests to do any "homework" given to you, and to spend time between sessions thinking, exploring, and experimenting in the areas we are working on together.
- Upholding the financial agreement. When or if circumstances make this impossible or a serious problem, I ask you be straightforward, so we can explore additional options available.
- Being as open and honest with me as is possible. At times this may be your greatest challenge in counseling. It is my pledge to encourage and honor the specific trust involved in your openness with me.
- You are expected to come to session's sober (free of the influence of alcohol and drugs, other than prescribed prescription), failure to do so will result in no session.
- If you participate in a group counseling session, you agree to a high level of confidentiality. As a group participant, you agree not to share other group member's identifying and personal information with others and additionally agree not to share other people's stories with anyone outside of the group. Please be mindful of the implications of posting information regarding group therapy on any online platforms. Any online review, social media status update, or blog regarding your experience in group therapy is publicly acknowledging a therapist-client relationship and has thus waived your right to privacy. In addition, please consider any potential negative impact this behavior will/may have in the future on yourself and group members.
- When it is time for treatment to discontinue (a decision we will reach together), I ask you participate in a final session designed for the specific purpose of terminating the treatment contract, evaluating our time together, and projecting benefits into your own future.
- If I feel you are not taking your work/treatment or responsibilities seriously, I do claim the right to terminate treatment for lack of compliance. However, this will only be considered as a last resort, since I realize once I have agreed to work with a client, the stability of our work is an important part of the therapeutic relationship.

CHILD AND ADOLESCENT SERVICES

Child and adolescence counseling focuses on helping children and adolescents overcome challenges and difficulties in their lives and encouraging them to bolster their existing strengths through different therapy techniques. The counselor's goal is to allow the child or adolescent to open up and talk to the counselor about sensitive and emotional subjects. Confidentiality is upheld according to Texas state laws and the American Counseling Association Code of Ethics. The counselor may only provide parents/guardians with bare minimum facts of what is said in session unless the child consents to sharing more information. Parents/guardians can ask the child or adolescent for information, but understand the child or adolescent may not feel comfortable sharing what is discussed. While the counselor may discuss suspected suicide, homicide, child abuse, elderly abuse, and abuse of a disabled individual with parents/guardians, the obligations of the counselor to report are always upheld.

RECORD KEEPING

I keep brief records of our counseling sessions, noting you have been here, what interventions happened in session, and the topics discussed. You have the right to ask that I, or the custodian of records, provide a summary of service to any other health care provider at your written request; however, this will be done at the counselors discretion. You will need to sign a Consent to Release Information Form before any information is released. Your file will be in a secure place, in which only I and the custodian of records can access.

All records are maintained for 7 years after last date of contact or in the case of minors, 5 years after the age of 18.

In the case something happens to me and I can no longer practice at Garden Counseling, LLC all of my records will transfer to the Custody of Records with appropriate measure implemented to guarantee continued safety of your

records. Further information available upon request.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or a corporate contract is in place and upheld. Payment is based on a sliding scale based on income and by the service you are receiving. We accept cash, credit card, or local checks.

As of April 1st, 2024 a "No Show Fee" of 50% of session cost will be issued to any and all missed appointments not canceled or rescheduled within 24 hours of the appointment. A no show/no call is describe as 1) not canceling the appointment via the reminder system, 2) failure to contact the counselor to cancel or reschedule the session or 3) not contacting or not responding to contact from the counselor after a missed appointment.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, Garden Counseling, LLC have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which will require us to disclose otherwise confidential information. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, costs will be included in clients bill.

LEGAL/ COURT FEES

Clients are discouraged from having their counselor subpoenaed or having them provide records for the purpose of litigation. Even though clients are responsible for the testimony fee, it does not mean that the counselors testimony will be solely in the client's favor. Clinical Mental Health Counselors/Licensed Professional Counselors, and Licensed Professional Counselor Interns can only testify to the facts of a case and provide their professional observations. If a counselor is to receive a subpoena then, the attorney or office staff will need to call or email the office and set up a time for the subpoena to be served during office hours. We will request a minimum of 72 hours notice of any Court appearance to accommodate schedule changes for clients within a reasonable time frame.

Please note: If a subpoena or notice to meet attorney(s) is received without a minimum of 48 hour notice (or the minimum 72 hour notice of appearance in court) there will be an additional \$250 express charge. A Counselor will only release information that has been discussed with the client and released via a Consent to Release Information Form on file with Garden Counseling, LLC.

Regarding legal action, the following fees are in effect:

1. Preparation Time of Documentation (i.e., letter of service, treatment plans, case records; to include submission of records): \$200/ Flat Fee
2. Phone calls: \$200/hour (billable in 15 minute increments)
3. Depositions: \$250/hour
4. Mileage: \$.40/mile
5. Time required in Giving Testimony: \$250/hour
6. Time away from Office due to Depositions or Testimony: \$200/hour
7. Filing document with the court: \$100
8. All other legal fees and costs that are incurred by the counselor as a result of the legal action.
9. Court Appearance: \$500
 - a) A retainer of \$500 is due at least 72 business hours before the scheduled court appearance (whether the counselor testifies or not once at the courthouse).

- The remainder of the costs, if any remains, will be billed after the court appearance and will be due upon receipt.

b) If the counselor is subpoenaed and the case is reset with less than 72 business hours notice prior to the beginning of the day of the scheduled subpoena, trial, and/or the testimony, then the client will be charged \$200 (in addition to original retainer of \$500 for having to appear in court).

All fees listed above are doubled if the therapist is scheduled to not be working.

Bills are presented to clients on a weekly basis and payment is expected upon receipt (payment plans can be arranged via discussion with the counselor). If a payment is not made within a week of invoice being sent out, your credit card on file will be charged for the agreed upon amount.

CONTACTING THE COUNSELOR

Due to my work schedule, I may not be immediately available by telephone or text message. The voicemail and text system and email is checked for messages regularly during normal business hours (Monday-Friday, 9:00 am-6:00 pm). Messages left on weekends or holidays will be returned the following business day. Occasionally, messages get lost or are not received; therefore, if you have not received an expected return call or message, you will need to try again. If you are difficult to reach, please inform me of some times when you will be available or an alternative means of contact.

If we see each other accidentally outside of counseling, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you. Additionally, I feel it is inappropriate to engage in any lengthy discussions with clients outside of the counseling office (i.e., in public, on phone calls, or through text messaging).

Texting Policy: While you may text the counselor about anything, counseling staff will use professional discretion when responding and may not respond to all messages.

Messages that will always be responded to include scheduling and immediate crisis. All other messages may be discussed in session

Counselors at Garden Counseling, LLC do not accept friend or contact requests from current or former clients on any social networking site

(Facebook, LinkedIn, Snapchat, etc.). We believe that adding clients as friends or contacts on these sites can compromise confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

If you have questions about this, please bring them up when we meet and we can talk more about it.

EMERGENCIES

The practice of private outpatient counseling makes the assumption clients are functioning, self-responsible individuals. Private outpatient counseling cannot, by its structure, assume responsibility for day-to-day functioning of its clients in the same way agencies and institutions can. With this philosophy in mind, I attempt to operate in ways that are responsible to your needs, encouraging of your autonomy, and respectful of my limits. During weekdays, I will make every effort to return phone calls within 24 hours, and weekend calls will be returned by Monday or the first business day after a holiday weekend, barring personal emergency, or planned out-of-town absences.

If you feel you cannot wait for your provider to return your call, please contact your family physician, the emergency room at the nearest hospital asking for the psychologist or psychiatrist on call, 911, or the local Crisis Respite Unit at Helen Farabee Centers. If I am going to be unavailable for an extended period of time, I will let you know in advance and will, if requested, help you come up with a plan of action in the case of an emergency.

INCLEMENT WEATHER PLAN

In the case of severe weather or a local natural disaster, I will attempt to contact you regarding your session. Updates regarding the status of all appointments will be posted on our website. If the local phone service is not available, it can be assumed your appointment will need to be rescheduled at a later time.

CONFIDENTIALITY

With the exception of specific exceptions described below, you have absolute right to confidentiality of your counseling. In general, the law and ethics of the counseling profession protects the confidentiality of all communications between a client and his/her counselor, and the counselor may only release information about sessions to others with your written permission. I take your confidentiality seriously and work hard to insure information is shared only with your consent and awareness. You should know, however, information might sometimes be shared with other professionals in the agency (supervisors, clinical review team). This is done only when necessary and relevant to your clinical needs

Limits of Confidentiality:

- If I have good reason to believe you will harm another person, I must inform appropriate medical or law enforcement personnel.
- If I have good reason to believe you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services and Adult Protective Services within 48 hours. Do note: you will be given an opportunity to contact CPS and/or APS and make the first report while in my presence. Should you decline to do so, I have the obligation to file a report.
- If I believe you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or a crisis team. I will explore all other options with you before I take this step.
- If you inform me of the behavior of another named health or mental health care provider who you claim has either (a) engaged in sexual contact with a patient, including yourself, or (b) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then, the law requires me to take measures against these behaviors by reporting them to their licensing board, and/or the prosecuting attorney in the county in which the exploitation occurred for an investigation into said mental health professional's misconduct.
- If you file a complaint or lawsuit against the facility or professional staff, the facility may have to disclose relevant information regarding your counseling in order to defend itself.
- If your records are subpoenaed by a judge, I will take all steps to try and avoid this if possible; however, if the judge persists, I, or the current custodian of records, am required to oblige.

I have read the preceding statement and understand under the above stated circumstances the confidentiality of the client-counselor relationship is superseded. I understand in such instances my counselor is bound ethically and legally to inform the proper authorities.

COMPLAINTS

If you are unhappy with your counseling, I hope you will talk with me so I can respond to your concerns. I will take any criticism/concerns seriously and will respond with care and respect. If you believe I have been unwilling to listen and respond, or I have behaved unethically, you can file a complaint with an immediate supervisor or the State Licensing Board of Texas at:

Complaints Management and Investigative Section

333 Guadalupe St, Tower 3, Room 900 | Austin, Texas 78701 (512) 305-7700

Investigations/Complaints 24-hour, toll-free system (800) 821-3205

<https://www.bhec.texas.gov/wp-content/uploads/2020/07/BHEC-Complaint-Form.pdf>