**Gardenia Thorn Therapeutic Alternatives, PLLC**

**Immigration Evaluation Agreement & Privacy Policy
Licensed Professional Counselor: Daphne D. Jones, M.Ed., LPC-S (Louisiana & Texas)**

**Parties**

**This Agreement is entered into between:**

* **Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Client Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Evaluator: Daphne D. Jones, M.Ed., LPC-S, Gardenia Thorn Therapeutic Alternatives, PLLC**

**Services Provided**

**The evaluator agrees to provide psychological immigration evaluations to support the following types of cases:**

* **Hardship Waivers (I-601/I-601A)**
* **Asylum Applications**
* **VAWA Petitions**
* **U-Visa Applications**
* **T-Visa Applications**

**Important Notes:**

* **Evaluations are not counseling sessions. Separate appointments are required for counseling services.**
* **As of 09/26/2025, all immigration evaluations are provided via secure telehealth.**
* **Primary language of service is English. Interpreter services may be available but require additional scheduling time.**
* **Evaluations are strictly clinical assessments and do not include legal advice or updates regarding immigration case status. Clients must consult their attorney for legal guidance or case updates.**
* **Evaluations are prepared exclusively for the requesting entity/case and are non-transferable. Additional evaluations for separate cases or entities require full assessment fees.**

**Process & Report Delivery**

* **Initial Interview: 90–120 minutes assessing mental health, trauma, and case-related stressors.**
* **Report Preparation: Completed within 7 business days of the interview.**
* **Client Review & Revisions: Clients may request revisions within 3 business days of receiving the report. Additional revisions may incur extra fees.**

**Fees & Payment**

* **Standard Evaluation Fee: $1,200 (mid-high standard for Louisiana & Texas)**
* **Payment Options:**
	+ **Full payment due prior to evaluation, OR**
	+ **50% deposit upfront ($600), with remaining balance due before report release**
* **Payment Methods: Secure payment via Stripe (credit card, debit card, or ACH). Payment link/invoice provided via email prior to scheduling.**
* **Additional Fees:**
	+ **Expedited Report: +$200 (3-business day delivery)**
	+ **Travel Fees: Charged if in-person court testimony is requested**
	+ **Court Appearance/Testimony: $350/hour, minimum 2 hours, plus travel fees**
	+ **Additional Evaluations: Subject to full assessment fee**
* **Payment Conditions:**
	+ **All additional fees must be discussed and confirmed prior to scheduling to allow clinician planning.**
	+ **Fees for travel or expedited services must be paid prior to the scheduled date if therapist’s schedule permits.**
	+ **No refunds will be issued due to scheduling conflicts or therapist availability if the client or representing entity requests rescheduling.**
* **Refund Policy: All payments are non-refundable.**

**Limitations & Disclaimers**

* **Evaluator does not provide legal advice and cannot guarantee immigration outcomes.**
* **Evaluations rely on accurate and complete client-provided information; inaccuracies may affect the report.**
* **Evaluator does not provide updates regarding immigration case status.**
* **Confidentiality maintained in accordance with HIPAA, Texas, and Louisiana professional ethical standards.**
* **Evaluator may decline services if conflicts of interest exist or if the request falls outside the scope of immigration evaluations.**
* **Clients assume responsibility for any consequences arising from use of the evaluation by legal representatives or authorities.**
* **By signing, the client waives any claim for liability against the evaluator or Gardenia Thorn Therapeutic Alternatives, PLLC for outcomes related to immigration decisions, legal actions, or delays outside the evaluator’s control.**

**Privacy Policy for Immigration Evaluations (TX & LA)**

**Gardenia Thorn Therapeutic Alternatives, PLLC collects only information necessary to perform the immigration evaluation:**

* **Identifying information (name, contact info)**
* **Mental health and trauma history**
* **Case-related stressors provided by the client**

**Confidentiality and HIPAA Compliance:**

* **Records maintained in compliance with HIPAA, Texas Health & Safety Code §611.001, and Louisiana Revised Statutes Title 37, Chapter 15.**
* **PHI is used solely for treatment, evaluation, and report preparation.**
* **Information may only be shared with the client, authorized legal representatives, or as required by law (e.g., threats of harm, mandated reporting).**

**Data Security Measures:**

* **Secure, encrypted telehealth sessions and electronic records**
* **Password-protected access**
* **HIPAA-compliant storage and communication**

**Client Rights:**

* **Access and request corrections to records**
* **Withdraw consent for disclosure, except where legally or ethically required**
* **File complaints regarding privacy violations**

**Scope Limitation:**

* **Records pertain only to the completed evaluation and cannot be transferred or applied to other cases or entities without a new assessment agreement.**

**Client Consent & Acknowledgment**

**By signing or electronically agreeing, the client acknowledges:**

* **Understanding of the evaluation process, limitations, fees, privacy practices, and scope of service.**
* **Consent to telehealth evaluation as the standard method of service.**
* **Awareness that evaluations are separate from counseling services.**
* **Agreement that all payments are non-refundable, including deposits, balances, and additional fees.**
* **Agreement to payment terms, including travel, expedited reports, and court appearance fees.**
* **Understanding that additional evaluations require a full assessment fee and are non-transferable.**
* **Acknowledgment that the evaluator has made no guarantees regarding immigration outcomes, will not provide legal updates, and that the client assumes responsibility for how the evaluation is used.**

**Electronic Acknowledgment for Website Payments:
If you are accessing this service through** [**www.gardeniatherapy.com**](http://www.gardeniatherapy.com) **and making payment via Stripe, you acknowledge that by clicking “I agree to Gardenia Thorn Therapeutic Alternatives, PLLC / I agree to Gardenia Thorn, LLC’s Terms of Service”, this action replaces a wet signature, and you fully agree to the terms outlined in this agreement, including the Privacy Policy and all policies described herein. You confirm that you are aware of all fees, limitations, and disclosures discussed in this document.**

**Signatures**

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Evaluator Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact**

**Gardenia Thorn Therapeutic Alternatives, PLLC
Daphne D. Jones, M.Ed., LPC-S
📞 409-215-8178
📧 daphnejones@gardeniatherapy.com
🌐** [**www.gardeniatherapy.com**](http://www.gardeniatherapy.com)