

# Hope within Healing Counseling Services, PLLC

800 Rockmead Dr. #113

Kingwood, TX 77339

Phone: (832) 348-3713 Fax: (844) 411-8973

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## Informed Consent and Practice Policies

Welcome and thank you for choosing me as your mental health professional. This document answers many questions clients often ask about counseling and psychotherapy and explains procedures, financial policy and the privacy policy used in the practice of **Hope within Healing Counseling Services, PLLC**. After reading the agreements and practices, we will discuss your questions and clarify any concerns before you sign our working agreement to begin services. Please ask about any part of the agreements and practices that you do not understand.

**Counseling Process and Relationship** – I believe that counseling is an interactive process between client and counselor. Participation in counseling involves active listening by both counselor and client, honesty by both parties and openly discussing concerns about the counseling process. Effective counseling requires that the client and the counselor develop a healthy relationship with clear boundaries. I believe that each client is an individual with unique concerns, strengths and values. Please know that I am a professional that is committed to your welfare.

It is important to understand that we have a professional relationship. Contacts, other than chance meetings will be limited to scheduled appointments. If I see you in a public setting, in an effort to protect your confidentiality, I will not acknowledge you. I will wait for you to speak to me before I acknowledge you.

Initially, counseling often results in the client experiencing uncomfortable feelings or thoughts. Because some issues are painful to deal with, things sometimes seem to get harder before they get better. This experience may affect the client's relationship with family members, spouse, or other significant relationships.

The number of sessions required will depend upon a variety of circumstances. Each individual moves at a different pace, and each person's struggles are unique. Some clients may require only a few sessions to reach their goals, while others may take several months or possibly longer. You, the client, are responsible for choosing to continue or to terminate therapy at any time. When you are ready to terminate therapy please allow at least one session so we can have closure.

**Fees** - My fee is \$140 for a 55-60 minute session and \$125 for a 45 minute session. The initial assessment/intake session is \$155. More than one session dedicated to the intake may be required. Payment by cash, credit card, or check is due at the time of your session. Professional services include, but are not limited to, office appointments, therapeutic phone calls, letters, third party consultations, correspondence, and reports. Each of these listed will have a fee of \$140 per hour or prorated accordingly.

**Forensic Rates** – Hope within Healing Counseling Services, PLLC (Jamie Shields, LPC, LCDC) does not write legal letters or court reports on behalf of clients involving divorce, custody or other legal matters or lawsuits. I do not write letters pertaining to legal matters to any outside person (i.e. doctor, school, attorney, etc.) or agency regarding your treatment. If a special circumstance arrives where a letter is required by court order, it will require your written consent and will be billed to you at \$25 per page plus the hourly rate of \$140. I reserve the right to refuse to write letters on your behalf (unless court mandated) if I do not feel this would be in your best interest, if it places us in a dual relationship, or will compromise our therapeutic relationship. I will not write letters on your behalf if you are involved in a lawsuit for any aspect of your personal or professional life, as this places us in a dual relationship as both your therapist and court advocate, thus crossing therapeutic boundaries. If you are involved in a lawsuit, please understand that entering your mental health therapist into a court hearing may not always be in your best interest as it may compromise your confidentiality and your clinical files may be requested and your therapist must speak honestly if under oath. Your therapist will not be your advocate in a court hearing or speak on your behalf as that is not the nature of the therapist/client relationship.

**Court Fees-** If you become involved in legal proceedings that require your therapist's mandated participation, you will be expected to pay for all of your therapist's professional time, including preparation and transportation time and costs, even if called to testify by another party. Because of the time involved and the interruption to my clinical work, you will be charged \$300.00 per hour (or portion of hour) for court testimony or deposition. Additional fees include \$200.00 per hour for local travel, waiting and preparation for testimony. Records review, consultation with clients, litigants, attorneys (in person or via phone), reports, or any other service provided, plus time spent on schedule adjustments or other business disruptions will be charged at the rate of \$140.00 per any portion of an hour. In the event that less than 24-hour notice is given for a change in the court schedule, a fee of \$500.00 will be incurred. For out-of-area court appearance, all transportation and lodging expenses must be paid in advance. Failure to keep your account current may result in legal action or collection agency intervention

Additionally, if other client sessions must be canceled, these must be covered at the rate of those sessions and will be billed to you. Court fees can be very expensive your signature will indicate that you understand your financial responsibility in covering these expenses should your therapist be mandated to go to court for a legal issue you are involved in. A therapist is not a court advocate or friend. A therapist must legally speak truthfully under oath.

**Initial** \_\_\_\_\_

**Cancellations** - There is no charge for appointments cancelled 24 hours in advance of the scheduled time. Appointments cancelled less than 24 hours ahead of time are charged full fee. The first NO SHOW will result in a charge of the FULL FEE (\$140/\$125) for that session, NOT the copay. You will be asked to secure any missed appointments with a credit card at the initial visit.

**Initial** \_\_\_\_\_

**Insurance** – If you are requesting that I bill your insurance, please fill out the Insurance Authorization and Release form. **You are responsible for all fees not covered or reimbursed by your insurance benefits**, including but not limited to, deductibles, co-payments, missed appointments, late cancellations, correspondence/reports or services not approved by your plan. It is your responsibility to determine eligibility and to determine what services are allowable under your plan. If I am not a provider for your insurance plan, you may have out-of-network benefits through your insurance company. If you have such benefits, I can provide you with a receipt that you may submit to your insurance so that you can request reimbursement. Some individuals choose not to use their insurance for various reasons. Please understand that if you choose not to use your insurance, I will not go back and bill or reimburse for previous sessions if you change your mind.

**Initial** \_\_\_\_\_

**Telephone Accessibility** – I make every effort to respond to my messages promptly. Calls are returned during normal business hours. Because technical difficulties do sometimes occur, please call again if you do not receive a return phone call by the end of the next business day.

**Emergency Care** - If you are experiencing an emergency and need to talk to someone immediately, call 911, a telephone crisis line or go to the nearest emergency room. Please be aware that when I am out of town there is no on-call back up for my practice.

**Electronic Correspondence** - Please be aware that email and text messaging is not a secure means for communicating information. Thus, confidentiality CANNOT be guaranteed through these types of communication, and you must limit these correspondence types to scheduling issues. If you do send an email/text with other information, there will be a \$10 per text fee. If you initiate communication via email or text it will indicate your permission to communicate via these methods and you will assume risk. If you pay for services via credit card, a text or email receipt may be sent, and that is also not considered secure. If we engage in telephonic or Skype therapy then you are responsible for securing your own environment to ensure confidentiality. Additionally, if we engage in telephonic or Skype therapy we both mutually agree to not record session content. Please be aware that under no circumstance can sessions be audio or video recorded without my prior consent.

**Initial** \_\_\_\_\_

**Consultation** - In order to serve you best, I may desire to consult with colleagues or an expert in a particular area relevant to your psychotherapy. I do this without identifying information so that your privacy is protected.

**Privacy Rights** - Professional ethics and legal standards require that our conversations and my records (even the fact that you are a client) be kept confidential. However, under the following circumstances, I am legally and ethically obligated to breach confidentiality: (a) If you present a serious imminent danger or threat to yourself or others (b) in cases of apparent abuse or neglect of a child, an elderly person, or a disabled person (c) when required by legal proceedings. If I must breach confidentiality, the minimum amount of information will be revealed—only enough to protect you or others.

My records are stored electronically on an encrypted, password protected laptop. Texts, emails, and voicemails may also be stored on my password protected smart phone. In the event that this laptop or phone is lost or stolen, I will take measures to wipe out the data. I keep a backup of files on an encrypted external device which is password protected.

In addition, when clients enter couples or family counseling, their rights to confidentiality within the therapy is waived. It is not therapeutically advisable for the therapist and one partner or family member to hold confidential information from the other partner or family members. This doesn't mean that things are automatically shared, but clients will be strongly encouraged to share pertinent information. A culture of secrecy disrupts the effectiveness of couples and family therapy. Thus, if you participate in couples or family therapy, you will be voluntarily waiving the right to confidentiality with your partner or family member who is also participating in therapy. Do not tell me anything you wish to keep a secret from them as I reserve the right at my discretion to share information I deem helpful to therapy.

If it is your child who is participating in psychotherapy, please understand that the specific content of the session will remain confidential. General reports of your child's progress will be made to you and any information regarding danger to your child will be reported to you immediately.

Finally, if I want to consult with someone about the specifics of your case in order to better coordinate services (i.e. a doctor). I will request that you sign a release of information. Please review the *Policies and Practices to Protect the Privacy of Your Health Information* for a more extensive explanation of your privacy rights.

**Court Appearances** - My focus in providing counseling and psychotherapy is on treatment and healing. It is NOT my intention to become involved in cases that require evaluation (either written or otherwise) or my testifying in court. You should hire a different/neutral mental health professional for any evaluation or testimony you require. This position is based on two main reasons: 1) My statements will be seen as biased in your favor because we have a therapeutic relationship, and 2) The evaluation/testimony may affect the therapeutic relationship and that relationship must come first. This applies to clients of all ages. If I am required to appear in court or conference via telephone, the CLIENT/GUARDIAN will be REQUIRED to pay my fees listed above.

**Complaints** – If you have concerns or complaints regarding your treatment, please talk with me first. If there is no resolution there, you may contact:

Texas State Board of Examiners of Professional Counselors:  
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.

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## Informed Consent and Practice Policies ACKNOWLEDGEMENT

By signing these polices,

- (1) I acknowledge receipt of the *Informed Consent and Practice Policies*,
- (2) I understand that the psychotherapists conducting business at 800 Rockmead Dr. #113 are all sole practitioners and any legal action taken against one of the psychotherapists may not include the others.
- (3) I understand and agree to the stated Practice Polices as listed on the previous page and
- (4) I give full consent for myself or my minor child, \_\_\_\_\_, to participate in psychotherapy. I certify that I have the legal right to seek and authorize treatment for myself or my minor child.

\_\_\_\_\_  
Client/Guardian Signature

\_\_\_\_\_  
Printed Name (Client/Guardian)

\_\_\_\_\_  
Date

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### OFFICE USE ONLY

I attempted to obtain the patient's signature in acknowledgement of the notice of Confidentiality and Privacy Practices acknowledgement, but was unable to do so as documented below:

Reason: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Clinician Signature

\_\_\_\_\_  
Provider Number of Clinician Completing Form