

Client Informed Consent & Contract for Counseling

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The counseling relationship is a professional process intended to help you resolve personal challenges, adapt to life changes, or explore your current life situation. Some may enter counseling to identify goals and to develop a plan to achieve these goals, overcome or learn to live with a mental illness or disability, to change a behavior, or seek support. I employ a variety of educational and therapeutic techniques, specifically Mindful, affective (feeling) behavioral (doing) and cognitive (thinking) to help you achieve your personal counseling goals. These may include out of session counseling exercises or homework. Some clients can accomplish a great deal in a short period of time. Those with complex issues or histories will require more time. Just as people are unique so is their therapy program.

I provide office and telehealth sessions. I am licensed in Texas. A Texas license only grants me the authority to practice in Texas. The client and counselor must be physically located within the geographic boundaries of Texas at the time of the service. If you will be traveling frequently I encourage you to find a counselor who is licensed in multiple states.

Counseling is a very intimate process emotionally and psychologically. Your therapist's role is to help guide you through this process. Our relationship will be purely professional. Licensed Mental Health Practitioners are held to strict ethical guidelines and are prohibited from having any dual relationships with their clients. Your contact with your therapist will be limited to paid sessions only. Counselors do not engage in social networking with clients. Closure at the termination of therapy is important for you to have an opportunity to review and internalize what you have gained. In some cases, termination of therapeutic services may be necessary prior to planned therapeutic termination. Examples of these cases are non-payment for services, threatening or abusive behavior toward the therapist, or consistently missed or cancelled appointments.

You will need to complete an informed consent, social history (your personal medical and mental health story) demographic info and assessments prior to or during your first session. We will begin by reviewing any further information that may be pertinent to you. We will then work on identifying your reasons for pursuing therapy and develop a realistic goal and plan. If you would like me to consult with your Physician, Psychiatrist, School, Allied Health Professional, or another party relevant to your mental health, please sign a release to disclose authorized health information. https://www2.texasattorneygeneral.gov/files/agency/hb300_auth_form.pdf

If you are seeking services for a minor child or adolescent by signing this contract you are affirming that you, as the custodial parent or guardian, have the legal right to present the minor, sign any contracts as they may pertain to the minor, consent to release of information for the

minor, and consent to the minor actively participating in counseling and in the therapeutic process. The therapist may require you to participate in family sessions in addition to the child's individual sessions. If parents are divorced, your therapist will require you to provide them with a copy of the divorce decree as it pertains to custody and parental rights to consent to psychological / psychiatric / mental health treatment. It is your responsibility to present the divorce decree or custody agreement in either print or digital format to the therapist and any modification orders etc. prior to therapy.

All of your sessions will become part of your clinical record. Your communication is privileged. Your therapist will keep confidential anything you say to him or her, with the following exceptions: 1) you authorize she or he to tell someone else, as in the case with insurance reimbursement, or consultation with another professionals, 2) If your therapist is ordered by a Judge to disclose your information, 3) If your therapist determines that you are a danger to yourself or to others, 4) If during session she or he becomes aware that there is physical abuse, sexual abuse, or neglect to a child or an aged adult. He or she is required to report to the State of Texas Protective Services. 5) Your therapist must also disclose to the proper authorities if there has been sexual abuse perpetrated by a minister or therapist, or if there has been a life-threatening felony unreported. In the event of your therapist's death or incapacitation, all records will be transferred to the executor of my estate or a designated colleague who is also a licensed mental health counselor. A notice will be placed in the Williamson County Sun and in the reception area advising clients to contact the mental health designee or the executor of the therapist's estate to have records transferred to another mental health practitioner. Any records not transferred will be destroyed seven years after the last date of service or five years after a minor turns 18.

Please be aware that currently our Boards do not consider texts or emails to be secure / guarantee confidentiality. Please do not send clinical personal or sensitive information unless it is encrypted or through your portal.

Initial assessments are 50-80 minutes. Individual sessions will be scheduled regularly for 50 minutes each. Please arrive promptly. You will be responsible for payment of your scheduled appointment unless you cancel 24 hours in advance. If you fail to cancel or no show you will be billed a \$100.00 cancellation fee. If there has been an emergency please call, and then you and your therapist will discuss it during your next session. Clients will not be responsible for missed appointments due to true emergencies or illness. The office will be closed for all major holidays. During inclement weather sessions can be switched to telehealth or rescheduled. Barring an emergency or illness your therapist will let you know when she or he will be away from the office due to training, vacation, or family obligations. If you late cancel, have multiple sudden illnesses, car trouble etc. more than three times we need to reevaluate your therapy and identify other resources or providers for you.

If you urgently require assistance and cannot reach your therapist please text or call 988. Or call the crisis hotline at 512-472-4357, Bluebonnet Trails Emergency after hours at 800-841-1255, Psychiatric Emergency Services at 512-454-3521, or go directly to the nearest hospital or call 911.

Flatwater Clients do not have fees for counseling up to 40 sessions. If you choose to continue after your approved sessions, the following applies.

Payment of your fee or co-pay by personal check, cash, FSA / HSA or credit / debit card is due at each session. Fees are as follows: Initial Assessment \$175, Individual \$150, Couple or Family \$200. A sliding fee scale may be available to those in financial need. Returned checks are subject to a \$35.00 dollar fee. After hours calls, emergencies, or outside of the office therapy will be billed at the rate of your regular fee plus 25 %, billed by the quarter hour. Reading, reviewing or responding to lengthy emails or phone calls longer than three minutes outside of your scheduled session will be billed at \$150 per hour billed by the quarter hour. You will be responsible for these fees as insurance does not reimburse for this. This includes any required travel time.

If you reasonably expect that your counseling will result in court related issues, it is highly recommended that you seek out a counselor familiar with and comfortable with testifying and court work /forensic work. Please discuss this with your therapist. For those that do, their fees are as follows, legal evaluations and or written professional opinions or summaries for legal proceedings, consultations with your attorney or an opposing attorney, calls or emails relating to your case or conflict as well as preparation for court will be billed at \$200 per hour. A fee of \$200 per hour will be charged for court testimony billed by the quarter hour. A retainer of \$1600 will be required prior to beginning any court work. Once the retainer is exhausted it will need to be replenished in \$1600.00 increments. If the therapist is required to block off time for court, there will be a fee of \$200 per hour. If the therapist is notified within 24 hours prior to the date that court has been postponed or delayed the therapist may waive the fee for any hour that they are able to fill. If the therapist is required to travel, all expenses, time travel etc. will be incurred by the client.

For clients who chose to file insurance claims, please be aware that in order for you to be reimbursed by your health care company, your therapist will be required to diagnose a mental health condition. Any diagnosis made will become part of your medical health / insurance record. People seek counseling for many issues; not all will be covered by insurance. You may choose to private pay, in which case there is no requirement to report to your insurance company. I can provide you with a "superbill" for submission to your health plan if I am not a provider or for tax purposes.

Note that your insurance policy is a contract between you, your employer or the healthcare exchange, and the insurance company. Your therapist advises you to familiarize yourself with your insurance policy. All services may not be covered by benefits in all contracts. Fees for these services, co-pays, and any unpaid deductibles are due at the time of service. Be sure to call the mental or behavioral health or customer service number on your insurance card and ask questions. Be aware that some insurance companies contract their mental health management out to independent companies. Health insurance policies purchased on the retail marketplace (healthcare.gov) may have different coverage than employer sponsored plans. Please verify your coverage prior to your appointment. For example: A counselor who is covered by Health insurance PPO through an employer sponsored health plan may not be covered under a health

insurance plan HMO plan purchased by an individual through the affordable care act on healthcare.gov. I am not a Medicare provider. If you have BCBS Aetna or United Healthcare and Medicare your sessions will be denied by your insurance as I am not a Medicare provider.

It is your responsibility to contact your insurance carrier to request a pre-authorization if needed, to find out your co-pay, and if you must meet a deductible. As a courtesy your therapist may file your claim in this office. However, verification of eligibility or filing of a claim does not guarantee payment. If your personal information should change, it is your responsibility to inform us. Any changes in address, employment, insurance information, marital status, or even phone number can result in denied payment. I make every effort to collect on your insurance claim for services rendered by your therapist. My office will follow procedures to ensure that clean claims are sent in a timely manner.

As your care provider your therapist's relationship is with you, not your insurance company. While the filing of insurance claims is a courtesy extended to clients, all charges are your responsibility from the date the service is rendered. Your therapist realizes that temporary financial problems may affect timely payment of your account on occasion. If such a problem arises, you must contact your therapist promptly to establish a payment plan.

If at any time during the therapeutic process you are dissatisfied with your therapist's services please let her or him know. If she or he is unable to resolve your concerns, you may report your complaint to the Texas Behavioral Health Executive Council and appropriate state board. LPC's are licensed by the Texas State Board of Examiners of Professional Counselors. NOTICE TO CLIENTS The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Investigations/Complaints 24-hour, toll-free system (800) 821-3205. Or follow the link to fill out the form and submit to BHEC. <https://bhec.texas.gov/complaints-enforcement-faqs/> Complaints must be submitted using the [Council's complaint form](#). The completed form can be sent by email to Enforcement@bhec.texas.gov or by mail to 1801 Congress Avenue, Suite 7.300, Austin, Texas 78701. If you have a complaint concerning the HIPAA Privacy Regulations, you may contact the U. S. Department of Health and Human Services, Office for Civil Rights, at: OCRMail@hhs.gov If you believe that you have a Consumer Complaint regarding the privacy, security of your health information or business operations of your therapist, you may contact the Texas Office of the Attorney General and file a consumer complaint by clicking this link: <https://www.texasattorneygeneral.gov/consumer-protection/health-care/patient-privacy>

If you would like to request a copy of your mental health records please be aware Texas law requires that requests for mental health records be made in writing. Records are held for seven years from your last session or five years after the last session of a minor child turning 18 (on their 23rd birthday). Records are then destroyed. To obtain your records, or your child's records, please follow the steps below:

Download and fill out this form then submit to me directly, through the patient portal, Fax (512)863-9143 or email.

https://www2.texasattorneygeneral.gov/files/agency/hb300_auth_form.pdf Please attach a current copy of your driver's license passport or other federal or state acceptable ID form if you submit it through any other method than handing it to me.

Records Fee for providing records: \$25 for Paper or Electronic records. If the record is over 50 pages of paper each additional page is \$1.00 Accepted payment methods are credit cards, money order, or cash. Texas law does not require records to be released until fees are paid. If you need only a summary or portion of your chart please indicate that on your request. Please note that according to Texas law the facility/counselor from whom you are requesting records has 15 calendar days *from the receipt of your request* to respond.

Couples, family, or third-party records If you are requesting:

Couples counseling records, Family counseling records, Records for anyone other than yourself or your child State and federal law require either: A valid Court Order, or An Authorization signed by the individual (or parent/legal guardian)

Relevant law: 45 C.F.R. §164.512(e); Texas Health & Safety Code §§611.004, 611.0045, 611.008

Additional requirements (if applicable):

Litigation-related records If records are requested for use in litigation, please include: Cause number, Case title, Court where the case is pending

Instructions for Attorneys and Document Companies

A subpoena alone is not sufficient to compel disclosure of confidential counseling or billing records, or other Protected Health Information (PHI), under HIPAA (45 C.F.R. Chapter 164).

For mental health or medical records requested or subpoenaed in litigation (including testimony), HIPAA permits disclosure only under the following circumstances: In response to a valid court or administrative tribunal order, or When the individual (or parent/legal guardian): Is a party to the proceeding Has notice that the PHI has been requested, Does not object to the disclosure.

An Authorization from the individual or parent satisfies this requirement. Relevant law: 45 C.F.R. §164.512(e)

Important Note: If the client or parent has indicated that they do not consent to release of records:

A "Statement of Assurance" will not be accepted. A valid Authorization or Court Order will be required.

We can discuss any questions or concerns that you may have regarding this information before proceeding. By signing below you are indicating that you have read and understand this contract, and that any questions you may have had about this statement have been answered to your satisfaction. If you would like a copy for your records, you may download from the website, print it from your portal or I will be happy to make a copy for you for your records.

Client Signature or Legal Guardian Date

Printed Name Relationship to Client Area Code
& Phone number

Address

Name of Client if Different from above DOB

Counselor's Signature Date

In case of Emergency Contact: Name Relationship Phone #

HIPPA Compliance

HIPAA, The Health Insurance Portability and Accountability Act was enacted by congress to protect your personal health information. It is a set of regulations about how electronic healthcare information is stored, shared, and how disclosures are made. It is intended to protect your private medical information. The State of Texas and the Texas State Board of Examiners of Licensed Professional Counselors, Social Workers, Marriage and Family Therapists, and Psychologists code of ethics have long established standards which in most cases meet and in some cases exceeds HIPAA standards. This office has and will continue to comply with all ethical and legal guidelines in the state of Texas that apply to mental health counseling, and with the enacted Federal HIPAA Omnibus regulations, Texas HB 300, and the HITECH ACT.

The following outlines circumstances in which your personal health information may be used.

1. In accordance with HIPAA, your information may only be released with your consent.
2. Your demographic information as well as diagnosis is used in secure electronic billing. Billing staff is informed of dates of service, diagnosis, your demographic information, and health insurance information. For clients who chose to file insurance claims, please be aware that in order for you to be reimbursed by your health care company, I will be required to diagnose a mental health condition. Any diagnosis made may become part of your medical / insurance record.
3. All of our sessions will become part of your clinical record. Our communication is privileged. I will keep confidential anything you say to me, with the following exceptions: 1) you authorize me to tell someone else, as in the case with insurance reimbursement, or consultation with another professionals, 2) I am ordered by the court to disclose your information, 3) I determine that you are a danger to yourself or to others, 4) If during session I become aware that there is physical abuse, sexual abuse, or neglect to a child or an aged adult, I am required to report to the State of Texas Protective Services. 5) I must also disclose to the proper authorities if there has been sexual abuse perpetrated by a minister or therapist, or if there has been a life threatening felony unreported. 6) In the event of a Pandemic such as Covid-19 demographic information may have to be released to the CDC or Texas DSHS for contact tracing. I keep your client file in dual locked storage. I maintain records for a period of six years from the date of the last session. All electronic data is password protected.
4. In the event any unpaid balance for services of your patient account have not been taken care of within 180 days, and no payment plan or alternate arrangement has been agreed

upon, demographic information, date of service, service provided, charges paid and unpaid will be turned to a professional collection service, or reported to credit agencies.

5. When requesting additional authorizations from your insurance company (particularly HMO'S) I will be required in most cases to support my request with clinical information.

6. To ensure that I am providing quality of care, insurance companies may from time to time audit me. In the event of this, an agent of the insurance company may request access to your chart to ensure that essential paperwork is enclosed such as initial assessment, visit log, demographic information, client contract, explanation of confidentiality, treatment plan and discharge notes.

7. I may hire a medical professional to audit charts to prepare for such mentioned audits and or to provide support services as needed. No other Quality Improvement etc. will be performed on your file, by anyone other than me. Any business agent such as a medical billing service, medical secretary, or auditor are bound to strict confidentiality and are punishable by law for any infringement upon confidentiality clauses.

Thank you for choosing me as your provider. I appreciate the trust and the opportunity to work with you. If you have any questions please feel free to speak with me. Please ask questions. Once you have read and have an understanding of the above information on health insurance claims and HIPAA please sign and Date below.

If you have any further questions regarding HIPAA you may visit www.hhs.gov/ocr/hipaa or call directly 1-866-627-7748 or email questions to ocrprivacy@os.dhhs.gov

Client Signature or Legal Guardian

Date

Printed Name

Relationship to Client

PRE-AUTHORIZED HEALTH CARE FORM for therapists who accept debit, credit, HSA, FSA cards.

I authorize: My Health Care Provider to keep my signature on file and to charge my account for:

This visit only for \$_____. copay, or insurance company's contract rate until my deductible is met, then copay

All sessions copay of \$_____ Recurring charges (on-going treatments).

All sessions at contract rate of \$_____ Recurring charges (on-going treatments).

No show or late cancel fees of \$100.00 each, (no charge for true emergencies or illness, please discuss it with me.)

Balances of charges not paid by insurance company within 90 days and not to exceed \$_____. Balances, resulting in incorrect copay amounts. _____ Court Work Retainer / Divorce Facilitation

Cards will be run for only the above checked instances, and will not be above the contracted rate of my insurance carrier. I assign my insurance benefits to the provider listed above. I understand that this form is valid for 4 years or until the expiration date on the credit card unless I cancel the authorization through written notice to the health care provider.

Client's name _____

Card Holder's name _____

City _____ Zip _____

Account # _____ CVV# _____

Signature _____

Exp. Date ____ / ____ / _____

Questions & Answers about Credit Card Pre-Authorization

Q. How does the pre-authorized payment procedure work?

A. It starts when you fill out a Pre-Authorized Health Care Form for your doctor or hospital, along with your insurance paperwork. This form works two ways: The form can be used to specify that insurance payments are to be made directly to your doctor or hospital. Once your health care provider receives payment from your insurance company, he/she can bill your account automatically for any fees not covered by your insurance, including deductibles and co-payments. Or, use the form to automatically bill your account for recurring visits. Simply specify on the form.

Q. May I set a limit or a ceiling for the amount my health care provider can automatically bill?

A. Yes. Just indicate the maximum amount in the appropriate section of the form.

Q. Can my doctor or hospital charge my account for amounts or time periods not specified on the form?

A. No. Your doctor or hospital is only authorized to bill your account up to the maximum amount – during the specified time period that you indicate on the form.

Q. Will I receive a statement or receipt for the charges automatically billed to my card?

A. You will receive a copy of the Pre-Authorized Health Care Form from your health care provider. All authorized charges will appear on your monthly statement, just like any purchases.

Q. If I have recurring treatments at my general physician and my dentist, may I use pre-authorized payments for both?

A. Yes, you can keep a completed Pre-Authorized Health Care Form on file at more than one doctor's office. Just fill out a form at each office where you want to use this convenient payment method.

Q. What is the pre-authorized payment procedure?

A. It's a convenient payment method in which you authorize your doctor or hospital to automatically bill your account for charges not covered by your insurance, or for recurring treatments. All charges must be in accordance with your agreement.