

# **COUNSELING CENTER OF NORTH TEXAS**

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## **Informed Consent**

Welcome! Thank you for choosing Counseling Center of North Texas (CCNT). The following information will acquaint you with information relevant to treatment, confidentiality, and policies. Although this document is long and at times complex, it is very important that you understand your rights and responsibilities as well as your therapist's rights and responsibilities. Please inform your therapist of any questions you have regarding any of these policies.

### **Available Services**

The therapists at CCNT offer a wide array of counseling services including individual, couples, family, and group sessions. While some clients benefit from just one of these types of sessions, some find using more than one useful. Please speak with your therapist about your specific needs and goals for counseling so that an effective treatment plan can be utilized.

### **Risks and Benefits**

At any time, you may initiate a discussion of possible positive or negative effects of counseling. You should be aware that while counseling may offer significant benefits, it may also pose risks and specific results are not guaranteed. Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes may affect significant relationships, your job, and/or your understanding of yourself. Some of these changes could be temporarily distressing. You may learn things about yourself that you do not like as well as unearth strengths that you did not know you possess. Often, growth cannot occur until you experience and confront issues that induce you to feel sadness, sorrow, anxiety or pain. The success of our work depends on the quality of effort you are prepared to give this endeavor. Together we will work to achieve the best possible results for you.

### **Appointments**

Appointments are ordinarily 45 minutes in duration once per week although sessions may be more or less frequent as needed depending on your specific needs and treatment goals. Appearing for your sessions on time and consistently is an important part of the therapeutic process. While some clients need only a few sessions to achieve their goals, others may require several months or even several years of counseling. Session times are reserved solely for you each week at a mutually agreed upon time. The standard time for therapists to wait for clients to arrive is 15 minutes. If you are more than 15 minutes late, please contact your therapist as the session will be considered canceled.

### **Session Fees**

Session fees are listed on the Good Faith Estimate, which has been provided. The actual cost to you may vary due to insurance coverage or if you are using an Employee Assistance Program (EAP) as long as the sessions are covered. You are responsible for all deductibles, co-insurance amounts, and/or co-payments. If a minor is the client, the adult bringing the child to the appointment and/or the person responsible for payment agrees to pay for session costs at the time of service unless arrangements have been made prior to the session independent of what a divorce decree may state. Reimbursement must be made between divorced parents. We are unable to intervene. You may request a statement of charges at any time. Our office is unable to carry balances longer than 60 days, regardless of insurance payment. After 60 days, we will attempt to inform you of the account balance by email and/or mail and if no action is taken to clear the account, our office will be required to turn this balance over to a credit recovery service and their third party vendors, including personal contact and account related information, which may report medical collections to the standard credit reporting agencies adversely affecting a clients' credit score, or to small claims court dependent upon the amount due. Any fees associated with balances sent to small claims court will be added to the balance due as will any fees associated with balances sent to a collection agency, which may be based on a percentage at a maximum of 35% of the

debt. Sessions will be discontinued if an outstanding balance develops without the establishment of payment arrangements. If a credit card is used for any balance due and these charges are later disputed with the credit card company, Counseling Center of North Texas reserves the right to provide confidential information needed to justify charges with the credit card company.

## **Insurance**

Due to the varying credentialing requirements of insurance companies and the multitude of networks within, each therapists' insurance involvement varies. Our fully licensed therapists have the ability to be credentialed with insurance companies allowing greater access to your in-network benefits while licensed therapists under supervision typically cannot. When permitted, licensed therapists under supervision may submit claims using Supervisory or Incident-to Billing under an in-network provider, which also provides greater access to your in-network benefits. CCNT can submit claims on your behalf when therapist is in-network or if requested, except in the case of licensed therapists under supervision seeing clients with Blue Cross Blue Shield. CCNT cannot guarantee that any provider is in-network or that any claim filed to insurance will be paid by your insurance provider. Ultimately, it is your responsibility to see that authorizations or referrals are obtained, that mental health is covered by your policy under the insurance company you specify, and that the therapist is in network with your insurance company. If any claims are not paid by insurance after 60 days, including those denied as non-covered charges, your balance becomes your responsibility in full. CCNT can provide a receipt for you to seek reimbursement from your insurance company upon request. If there is a change in insurance, it is your responsibility to notify your therapist prior to sessions occurring and provide a copy of the new insurance card. If claims are denied due to failure to provide insurance information in a timely manner, your balance is your responsibility in full. If claims are submitted on your behalf and insurance does not respond or does not process the claim for any reason on more than two occasions within 30 days, additional attempts at filing claims will not be made. Student therapists are not in network with any insurance companies and we are unable to submit claims on your behalf. Please speak with your therapist further for additional information.

## **Cancellations and Missed Appointments**

In the event that you must cancel an appointment, please notify your therapist at least 24 hours in advance of your scheduled appointment. If you fail to give at least 24 hours notice, you will be charged the full fee of the session as the session time is reserved for you and another client cannot be scheduled in your place. If a minor child or client being covered by a guardian's insurance policy (thus making them the guarantor) incurs fees, the guardian/guarantor will be held legally responsible for any fees incurred including cancellation fees. Please make sure you keep records of your appointment schedule – last minute contacts to verify date and time that result in your not keeping an appointment will result in a cancellation fee. Cancellations within the 24 hours prior to a scheduled appointment or where you no show the appointment will be charged to the credit card on file. NOTE: If you typically utilize insurance, insurance does not reimburse for cancelled appointments; therefore, the amount owed will be the full session fee as opposed to your normal co-insurance or co-payment amount.

## **Returned Check Fee**

There will be a \$25.00 fee for any checks returned from your bank. Committing check fraud is a felony and if a returned check is not cleared within a month, this matter will be turned over to our check recovery service and may be turned over to the Collin County District Attorney's Office for prosecution.

## **Court Related Fees**

If you become involved in litigation that requires the participation of your therapist including, but not limited to, divorce, custody disputes, or cases involving CPS or criminal activity, due to the complexity and difficulty of legal involvement, there is a fee of \$200 per hour for preparation for, travel to and from, and attendance at any legal proceedings as well as preparation of records and treatment summaries associated with a subpoena. A \$2000 retainer will be required immediately upon therapist receiving a subpoena and/or court appearances are requested. Due to the immediate response needed, \$400 of this retainer is non-refundable once a subpoena is issued, regardless of whether your therapist is later released from appearing. Because the length of a court hearing cannot be pre-determined, all other appointments on said date must be cancelled; therefore, there is a 4 hour minimum for the date of the court hearing regardless of whether testimony occurs. Two weeks advance notice releasing your therapist from the court

hearing must be provided to avoid this 4 hour minimum. Should your therapist be required to appear yet does not testify or is released early, the fees remains as their schedule was cleared to accommodate. There is a \$5 per hour discount for court related fees paid using cash, check, or money order. Any unutilized retainer funds will be put towards any account balances. Refunds will be issued no sooner than one full billing cycle after all court proceedings have ceased. CCNT will notify you if retainer funds fall below \$1000. If this occurs, retainers must be replenished to \$1600 immediately and no less than one business day prior to any court hearings. If a client is involved in a lawsuit that creates a situation where your therapist is court ordered to be involved, the initiating party is responsible for the fees listed above. In cases involving the District Attorney's office, the fees are the client's responsibility.

### **Other Possible Fees**

It is our center's practice to charge for other professional services you may require such as report writing, treatment summaries, consulting with other professionals on your behalf, and telephone conversations lasting longer than 5 minutes, all of which are not covered by insurance. LPC's, LCSW's, and LMFT's charge \$200 per hour on a prorated basis (per quarter hour). LPC-Associates, LMSW's, and LMFT-Associates charge \$100 per hour on a prorated basis (per quarter hour). Practicum Students charge \$80 per hour on a prorated basis (per quarter hour).

### **Confidentiality**

The law protects the privacy of all communication between a client and a therapist and information from session can only be released to others with written permission or in certain specific situations described below. Even with written consent, your therapist will always act so as to protect your privacy. You may permit your therapist to share information with whomever you choose and you can revoke that permission at any time.

The following circumstances are legal exceptions to your rights to confidentiality:

- If information has been provided that indicates a child, elderly, or disabled person is being abused or neglected, your therapist must inform either the Texas Department of Family and Protective Services or the local police within 48 hours.
- If there is good reason to believe that you will harm another person, your therapist must warn the authorities of your intentions.
- If there is reason to believe that you are in imminent danger of harming yourself, your therapist may legally break confidentiality and call the police.
- If your therapist receives information that a previous therapist has been sexually exploitative, your therapist will make a report to the appropriate licensing board.

Furthermore, information may be released if your therapist is ordered by the court or subpoena to provide information regarding your treatment and/or diagnosis or if you have given permission for exchange of information for insurance purposes. Should such a situation occur, every effort will be made to contact you first prior to releasing information.

To ensure you receive the best care possible, mental health professionals regularly seek consultation with colleagues for coordination of care, to ensure the highest quality of therapy for the clients, and to analyze personal biases as a means of maintaining the highest standards for your care. Cases may be discussed in detail during consultations with CCNT staff members and practicum students as well as during supervision with staff members as designated. In addition, the employees of Counseling Center of North Texas have access to all offices and filing cabinets containing confidential information; therefore, confidentiality exists within the practice as a whole. The staff of CCNT are also legally bound to keep the information confidential. All LMFT-Associates, LMSW's, LPC-Associates, and practicum students are involved in regular supervision, in which cases may be discussed in detail. Please see the Supervisory Disclosure form for a list of supervisors. The supervisors of therapists are subject to change with staff changes. Those staff members requiring supervision will inform all new clients of their supervisor's name and number and all current clients of any changes in supervisor. Therapists who are not under supervision or whose supervisor has not changed will not notify clients of any changes in the list of supervisors.

#### Additional exceptions

- **Marriage Counseling:** If you or your partner decide to have individual sessions in addition to family or couples therapy, what you say in those individual sessions will be considered to be a part of the couple or family therapy and can be discussed in joint sessions. Although not a legal exception to your confidentiality, you should be aware of this policy before proceeding with sessions involving others.
- **Parents of Adolescents:** If the client is a child or adolescent and is engaging in reckless behavior or persistent substance use, a need to discuss these activities with their parent will be discussed. The minor will then be given the opportunity to inform their parent/guardian during the counseling session of behaviors that are deemed by the counselor a harm to self. Please understand that we will not betray confidences of parental defiance or rebellion that are not life threatening. We will make every effort to encourage the minor to be forthright with their guardians as transparency is a recognized dynamic of a healthy relationship. If a parent feels betrayed by our keeping of confidentiality, we encourage the family to schedule a family session to discuss this matter.
- **Parent Consultation:** Also, in counseling involving a minor child as the identified patient, the rights of confidentiality extend to them only. If you share information during a parent consultation that would impact their treatment or if the child is present, realize that either parent has access to the child's records and anything said by the other parent would not be considered confidential during a family session or parent consultation since they are not a counseling patient.
- **Legal Issues:** If at any time you involve any staff member or CCNT as a company in legal proceedings including but not limited to requesting files for an attorney, having a subpoena issued by an attorney or court, requesting a staff member give a deposition, or verbally or in writing threatening to name a staff member or the organization in a lawsuit, we will disclose case information to our attorney in order to follow best legal and ethical practices when addressing these issues.

#### Release of Records

You are able to receive a copy of your records should you choose. Because these are professional records, they can be misinterpreted and/or upsetting. If you wish to see your records, it is recommended that you review them in your counselor's presence so that you can discuss the contents together. Most often a summary is supplied to help avoid any difficulty in understanding the true meaning. Vanessa Gill is the custodian of all files for CCNT and is responsible for the release of these files when requested in their entirety. Clients will be charged \$160 an hour for any preparation time required to comply with an information request including a minimum fee of \$60 for copies of records less than 50 pages and a minimum fee of \$160 for copies of records more than 50 pages. Two weeks notice is required to allow for these records to be prepared. Records will not be released if there is a balance on the account. If records are requested for presumed legal purposes and/or at the request of an attorney, please see the section titled "Court Related Fees." There is a discount for fees paid using cash, check, or money order. If for any reason, your therapist becomes unavailable due to illness, injury, or death, please contact Vanessa Gill at 469-342-3468, or if she is unavailable, Amanda Cortez at 469-342-3468. Amanda Cortez will become custodian of all files that have not been destroyed should Ms. Gill become incapacitated. Files are shredded seven years after the date of your final session or in compliance with State Board and HIPAA guidelines.

#### Operations and Electronic Communication

Counseling Center of North Texas is committed to maintaining our client's privacy. Our staff utilizes business practices, which may constitute a potential risk to your confidentiality, in spite of the security measures that we have in place to protect your privacy. These practices include, but are not limited to, use of electronic calendars, use of paper calendars, use of laptop computers, use of computerized billing, use of an internet-based phone system, and use of communication via mail, cell phone, unencrypted email with you and other professionals. For our office, designated external collection agency, and their third party vendors to service your account, communication via phone, text, email, or mail (message and data rates may apply) at any contact number or address provided may occur. Contact may include pre-recorded/artificial voice messages and/or use of an automatic dialing service. By consenting to treatment, you acknowledge the possible risk and consent to treatment with our practice.

## **Contacting Your Therapist**

The main telephone number is 469-342-3468. Should you need to speak with your therapist in between sessions, you may reach him/her at this number or via their own personal cell phone. Your therapist does not answer calls during session, so please leave a detailed message. Every effort will be made to return your call by the end of the next business day with the exception of weekends and holidays and otherwise noted on your counselor's outgoing message. Due to confidentiality restraints, your therapist is often unable to answer his/her cell phone when not at the office; therefore, text message or email communication may be responded to quicker than phone calls. Occasionally, we realize urgent matters arise and brief messages sent by text or email regarding a scheduling issue may occur. If your counselor does not respond, you will need to follow up with a phone call and leave a message. It is your responsibility to confirm their receipt of any information sent by text or email. If you have a crisis during business hours, you may contact your therapist about the possibility of scheduling an emergency session. If your therapist is unavailable or you experience a crisis outside of business hours, call 911 or go to your nearest emergency room. Should you wish to contact your therapist by phone between sessions, a fee does apply. Please speak with your therapist about the cost of these phone calls. Phone calls cannot be billed under insurance and will be the responsibility of the client. All fees for phone calls will be charged to the credit card on file unless other arrangements are made for payment at the time of the call.

## **Minors**

If you are seeking therapy on behalf of a minor child, you must be the legal guardian and have the power to give medical/psychological consent. If you and the child's other parent are divorced, a copy of the divorce decree stating the above is required for any follow up visits. Please be advised that asking a therapist to reveal their records or appear in court is rarely therapeutic for children participating in therapy because it destroys their safe place and their trust in their therapist.

## **Termination**

As a client, you are in complete control of how many sessions of counseling you wish to have. Should you have any questions or concerns about the course of your treatment, please discuss these with your therapist. You can request that your therapist refer you to someone else if you decided they are not the right therapist for you. After two "no shows," your therapist has the right to terminate sessions and refer you out. If you cancel three scheduled appointments, with or without notice, within a 2 month period, your therapist has the right to terminate sessions and refer you out. All therapeutic relationships will be terminated after the final session or 30 days after the last session if no contact has been made with your therapist and/or no sessions have occurred or been scheduled. You can reinstate therapy after the therapeutic relationship has been terminated should you need to do so by contacting your therapist to schedule an appointment.

## **Written Acknowledgement and Consent to Counseling**

I affirm the accuracy of the personal information provided herein. I have read and accept this agreement and herewith consent to counseling/psychotherapy with Counseling Center of North Texas. I acknowledge receipt of Notice of Policies and Practices to Protect the Privacy of Your Health Information and CCNT Informed Consent. I acknowledge that if I am the signing on behalf of a minor child, I am their legal guardian and have the power to give medical/psychological consent. I have been informed a copy of my divorce decree proving the above is required for any follow up visits.

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Client/Legal Representative Signature

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Date

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Client/Legal Representative Signature

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Date

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Therapist Signature

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Date