

Client Name: _____

Date: _____

TM Counseling Center

Phone: 281-312-0137 Email: tmcounselingcenter@gmail.com

2316 Timber Shadows Dr., Suite 200, Kingwood, TX 77339

Informed Consent & Practice Policies

At TM Counseling Center, we find it vital to emphasize the importance of discovering the right fit for the therapeutic process. We are a multi-disciplinary team with various training backgrounds and treatment specialties. We look forward to working with you toward goals and in helping to make positive changes in your life.

Therapy Process and Relationship – Therapy is a process between a client and psychotherapist. Participation involves expressing oneself, listening to the therapist, being honest, discussing concerns about the process and completing outside assignments when appropriate. For therapy to be most effective, it requires that the client and the therapist develop a relationship based on mutual rapport, trust, and respect. We believe that each client is an individual with unique concerns, strengths and values.

Contacts, other than chance meetings, will be limited to scheduled appointments only. If your therapist sees you in a public setting, in an effort to protect your confidentiality and privacy, they will not acknowledge you.

Initially, therapy often results in the client experiencing uncomfortable feelings or thoughts. Sometimes things get harder before they get better. The number of sessions will depend upon the circumstances. Each person's journey is unique. Consistent attendance to sessions is vital in the therapeutic process and outcome. If thirty days have passed since your last appointment, we will reach out to you via your preferred method of communication. After this contact, if we have not received a response from you after thirty additional days, you will then be considered inactive and you will be discharged from our services. You, the client, may choose to end our professional relationship at any time. When you are ready to terminate therapy, please allow one session so we can have closure.

Fees - Initial diagnostic evaluation session is \$155.00, 45-50 minute follow up sessions are \$125.00, & 60 minute follow up sessions are \$135.00. Group therapy is \$55 per session, insurance may apply when included in your benefit plan. Any session time serving as case management, such as classroom observations, academic accommodations meetings (504 plans), coordination of care with other providers, etc. will be billed at a pro-rate of \$135.00, based on total time. Requested client letters or documentation of treatment are \$50 and requested copies of client record is \$25 for the first 20 pages and \$.50 each page thereafter. Any requested phone conversation with your therapist between scheduled sessions that exceeds 15 minutes will be charged a \$25 fee.

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Cancellation and Missed Appointments – Since scheduling an appointment involves reserving a time specifically for you, 24-hour advance notice is required for cancellations. If you cancel less than 24 hours before your appointment, you will be considered a NO SHOW for that visit. All late cancellations and no shows will result in a charge of \$75 to the card on file. If you late cancel four or more consecutive appointments, we reserve the right to limit available open scheduling times. ***Please note: if the late cancelled/no showed appointment time occurs at 4pm-8pm or on a weekend, the fee will be \$100, due to these time slots being in high demand. This fee will be automatically charged to the payment card on file.*

Insurance – 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/no show fees, correspondence/reports or services not approved or ultimately denied by your insurance benefit plan. If your therapist is not a provider for your insurance plan, you may have out-of-network benefits through your insurance company. If you have such benefits, we will notify you of these details and file the claims on your behalf. If you would prefer to be provided a superbill to submit to insurance for reimbursement on your own, please request this during the initial session. It is your responsibility to provide notification of any changes to insurance coverage or plans at any time during treatment.

Telephone Accessibility – We make every effort to respond to phone messages promptly. Calls are returned between 9am and 4pm. Because technical difficulties do sometimes occur, please call again if you do not receive a return phone call within 48-hours.

Emergency Care – If you are experiencing an emergency and need to talk to someone immediately, call 911 or go to your nearest emergency room. Please be aware there is no on-call emergency back-up for the practice.

Electronic Communication – You may contact our office via e-mail as well, at admin@tmcounselingcenter.com or tmcounselingcenter@gmail.com and it is important to note that confidentiality cannot be fully guaranteed through email, and it is best that you limit e-mail use to scheduling issues only. If you do send an e-mail with other information, it will be read and provided to your therapist, to be addressed within your next scheduled session. As outlined by Texas state clinical licensure, we cannot provide therapy via e-mail.

Consultation – In order to serve you best, we may desire to consult with colleagues or an expert in a particular area relevant to your psychotherapy. This is done in the best interest of support and supervision for your treatment progress. We do that without identifying information so that your privacy is protected.

Confidentiality/Privacy Rights – Professional ethics and legal standards require that our conversations and records (even the fact that you are a client) be kept confidential. However,

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under the following circumstance, I am legally and ethically obligated to breach confidentiality:

(a) if you present a serious imminent danger to yourself or others, (b) in cases of suspected or 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 possible will be revealed, only enough to protect you and/or others.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically, it will be done with special safeguards to ensure confidentiality. If it appropriate to consult with another provider about the specifics of your case in order to better coordinate services (i.e., a doctor, previous therapist), I will request that you sign a release of information. Please review the Notice of Privacy Practices to Protect the Privacy of your Health Information for a more extensive explanation of your rights. This will be provided to you prior to or at your initial session.

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Legal Proceedings Involving Counseling - If any therapist within TM Counseling Center is legally required to participate in legal activities involving a client, you (the client) will be responsible for paying the legal fees, as outlined below prior to your counselor's participation in such legal activities. We are able to provide counseling referrals to meet your specific request for forensic services or legal recommendations if you are seeking counseling specifically relating to divorce or custody cases. No therapist at our practice provide any professional opinions or recommendations on legal custody. Should any therapist (named individual or as a group practice) employed at TM Counseling Center receive a subpoena for an attorney interview, deposition, or to appear in court the following fees will apply:

The initial fee is \$3500 and this covers costs for up to 8 hours of work by an individual therapist. This amount is due in full at least 72 hours before initial date counselor is requested to appear at a deposition (be in-person, phone call, or virtual) or be present in court. This fee also applies to phone interview or deposition conducted by an attorney. Any additional fees incurred (\$250 per additional hour past the allotted 8 hours) will be due within 3 business days after last date of counselor's court appearance.

Court testimony costs include all of the following and is required to be paid in full prior to deposition or court appearance. Per hour fees are required to be paid by the client include:

- Consultation costs required by the counselor to provide, including supervision and consultation with our liability insurance and with our own counsel.

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- Time for requested record gathering and document preparation.
- Travel time to and from court, to and from consultation meetings, deposition, etc.
- Time for actual court presence, this includes wait time at court beyond testimony

Initial _____

Counselor Incapacitation or Death – If your therapist is no longer able to provide care to you, our practice manager and owner will reach out with transition steps. In the event that that the owner of TM Counseling Center, Tracy Lambert, LPC becomes incapacitated and unable to take care of your records, Amie Allain, PhD will have secure access to retrieve your records to ensure your privacy and transition you to available care. In this event, she will also provide you with counseling referrals.

Disclosure - By signing this form, client understands that TM Counseling Center, PLLC is not affiliated with The Willow Partnership or any other individual psychotherapist (not employed within the group practice) conducting business at 2316 Timber Shadows Dr., Suite 200, Kingwood, TX 77339. Client agrees that any legal action brought against TM Counseling Center, PLLC by the client will not include as defendant The Willow Partnership or any other psychotherapist working at 2316 Timber Shadows Dr., Suite 200, Kingwood, TX 77339

Complaints – If you have concerns or complaints regarding your treatment, please talk with your therapist or our practice manager first. Please provide as much detail as possible of the concern or complaint. If there is no resolution after doing so, you may also contact: the Texas State Board of Examiners of Professional Counselors/Texas Department of State Health Services, Mail Code 1982, P.O. Box 149347, Austin, Texas 78714-9347 or at 1-800-942-5540.

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By signing this consent form, I

- . (1) Acknowledge receipt of the Policies and Practices to Protect the Privacy of Your Health Information.
- . (2) Authorize the release of personal information (PHI) for insurance billing purposes and agree to have TM counseling Center file insurance claims on your behalf.
- . (3) Understand and agree to the stated and reviewed practice policies as listed above.
- . (4) 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. Signed divorce decree must be placed on record when appropriate for treatment consent.

Client Name: _____ Date of Birth: _____

Client Signature: _____ Date: _____

**If client is a minor child, parent or legal guardian will sign above.*

Therapist Signature: _____ Date: _____