

# Courage Counseling, PLLC

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## INFORMED CONSENT FOR PSYCHOTHERAPY

Welcome to my practice! I am honored that you are considering entering into psychotherapy with me. This document contains important information about my professional services and office policies. Please read it carefully and ask me any questions you might have. When you sign this document, it will represent an agreement between us.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Priscilla Elliott that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Priscilla Elliott. In family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Priscilla Elliott will use her clinical judgment when revealing such information. Priscilla Elliott will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, or other treatment that involved more than one adult client.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of **\$120.00 per 50 minute individual session before the end of each session**. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Priscilla Elliott if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Priscilla Elliott will provide you with a copy of your receipt, which you can then submit to your insurance company for "out of network" reimbursement, if you so choose. As indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Priscilla Elliott can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a **minimum of 24 hours** (1 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, **the full fee will be charged** for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Priscilla Elliott, only the minimum necessary information will be communicated to the carrier. Priscilla Elliott has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes. If you are late, it is likely that our session will still have to end on time. Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Priscilla Elliott will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Priscilla Elliott may challenge some of your assumptions or perceptions or

propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Priscilla Elliott is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, Somatic Experiencing, system/family, developmental (adult, child, family), humanistic or psycho-educational. Priscilla Elliott provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

**EMERGENCY DISCLOSURES:** If there is an emergency during therapy, or in the future after termination, where Priscilla Elliott becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet. If Priscilla Elliott experiences an emergency and is unexpectedly unable to participate as a therapist, a licensed therapist who is also held to HIPAA standards will intervene and access your records to make sure you get the care that you need.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Priscilla Elliott between sessions, please leave a message at (512)673- 3987 and your call will be returned as soon as possible. Priscilla Elliott checks her messages a few times during the daytime only, but not on weekends or if she is out of town. If an emergency situation arises, indicate it clearly in your message. **If you need to talk to someone right away call Psychiatric Emergency Services. Travis County 512-472-HELP; 24-hour suicide prevention line (national): 1-800-273-8255 or the Police/EMS: 911. Do not use email for emergencies.** Priscilla Elliott does not have a fax service, but checks email multiple times per day during office hours unless she is out of town.

**EMAILS AND CELL PHONES:** I prefer to use email to handle administrative issues like scheduling or receipt requests. However, I cannot email about anything clinical (ie, related to what is said in sessions.) Email also will not be used in lieu of therapy. If you choose to email with me, please know that email is not a secure medium. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Priscilla will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted. Priscilla does not use or reply to text messages. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Priscilla Elliott's profession require that she keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, Priscilla Elliott retains clinical records only as long as is mandated by Texas law. If you have concerns regarding the treatment records, please discuss them with Priscilla Elliott. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Priscilla Elliott assesses that releasing such information might be harmful in any way. In such a case, Priscilla Elliott will provide the records to an appropriate and to a legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Priscilla Elliott will release information to any agency/person you specify unless Priscilla Elliott assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of family therapy, Priscilla Elliott will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TERMINATION:** You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Priscilla Elliott will provide you with names of other qualified professionals whose services you might prefer. Although voluntary, it can be very therapeutic to attend a final in person termination session with Priscilla Elliott. As set forth above, after the first couple of meetings, Priscilla Elliott will assess if she can be of benefit to you. Priscilla Elliott does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Priscilla Elliott either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Priscilla Elliott will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Priscilla Elliott will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide her or him with the essential information needed.

**MEDIATION & ARBITRATION:** It is most therapeutic to resolve any conflicts directly within the therapeutic relationship, as this can be part of effective treatment. If this does not bring satisfactory resolution, all disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Priscilla Elliott and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration

in Travis County, Texas in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Priscilla Elliott can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum. An individual who wishes to file a complaint against a Licensed Professional Counselor may write to: Complaints Management and Investigative Section P.O. Box 141369 Austin, Texas 78714-1369

**DUAL RELATIONSHIPS:** Therapy never involves sexual or any other dual relationship that impairs Priscilla Elliott 's objectivity, clinical judgment or can be exploitative in nature. Priscilla Elliott will never acknowledge working with anyone without his/her written permission. Many clients have chosen Priscilla Elliott as their therapist because they knew of her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Priscilla Elliott will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. It is your responsibility to advise Priscilla Elliott if the dual or multiple relationships becomes uncomfortable for you in any way. Priscilla Elliott will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** I do not accept friend requests from current or former clients on personal social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy, confidentiality, and dual relationships. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites. Clients are welcome, at their own discretion, to like and follow my professional pages, such as my blog, Courage Counseling's Facebook page, and Twitter.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Priscilla Elliott to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my time even if I am called to testify by another party. This includes time spent on letters and forms for legal issues. Because of the difficulty of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding, and these fees must be paid prior to any court appearance, with a 2 hour minimum.

**CONSULTATION:** Priscilla Elliott consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained. The consultant is also legally bound to keep the information confidential.

I have read the Informed Consent for Psychotherapy (4 pages including signature) carefully and I have had an opportunity to ask questions. I understand them and agree to comply with them:

Client's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Client's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Psychotherapist's Name: Priscilla Elliott, MA, LPC, SEP, member of Courage Counseling, PLLC

Signature \_\_\_\_\_

Date \_\_\_\_\_

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**Acknowledgement of Receipt of Notice of Privacy Practice**

I, \_\_\_\_\_, have received a copy of this Office's Notice of Privacy Practices. I understand that I may obtain a current copy at any time by downloading it from [courage-counseling.com](http://courage-counseling.com), including any future revisions.

Client's name: \_\_\_\_\_

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

It is your right to refuse to sign this document