



## Informed Consent, Treatment Agreement, and Office Policies for Individual Therapy

Welcome to The Mindful Life Company! This document contains important information about my professional services and business policies so please read it carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us; please read, initial on indicated spaces, and sign this document when complete.

### **Psychotherapy Defined:**

There are many different approaches to therapy, and as a therapist, I am not here to provide you with answers or advice but rather to walk alongside you during your unique process to reach your personal goals. A therapist helps clients with mental, emotional, cognitive, and behavioral difficulties, and counseling is intended to help you reach a better understanding of specific problems or increased self-awareness. It is also intended to work toward improvement of the identified problems, offer support with problem-solving, aid in some symptom relief, and foster improvement in coping with daily life activities. Your progress in counseling and its outcome depends upon multiple factors including, but not limited to, your level of motivation and desire to change, the effort that you put forth in following through with agreed-upon therapeutic tasks outside of session, keeping your appointments, and your willingness to be open with me as we work together.

Within the therapeutic process, I conceptualize counseling from both an individual and systems perspective. Furthermore I can view your concerns through your individual perspective as well as looking at a wider perspective to include your interrelated experiences that are influencing and influenced by other member(s) of your relationship or family. Within this general framework, I generally take a humanistic approach to counseling and integrate techniques from multiple theoretical approaches to suit your particular presenting challenges and concerns. I tend to work through a holistic lens provides support that looks at the whole person rather than merely parts of mental health concerns or illnesses. I view counseling as a collaborative task, in which you take an active role in working toward your goals, both within and between sessions.

### **Potential Risks and Benefits (What to possibly expect):**

Therapy may have both risks and benefits. Although you will have a safe space within the counseling room, therapy often involves discussing difficult or unpleasant aspects of your life, and you may experience uncomfortable reactions and emotions about these discussions, such as sadness, guilt, anger, frustration, and confusion. It is possible for a client's problems to worsen immediately after beginning therapy before they begin to get better. Moreover, some of the insight gained and changes you make as a result of counseling may not be welcomed by other people in your life. This may result in some strain in your relationships with family and friends, or and may disrupt a romantic relationship. Most of these risks are to be expected when people are making important changes or adjustments in their lives.

However, research shows therapy can also be beneficial and may also lead to improvements in individual mental and emotional health, communication skills, problem-solving abilities, and increased positive coping and relationship satisfaction. It is crucial to understand that there are no guarantees about what you may experience during the process or how the therapeutic process may affect you. As a therapist, I will tailor strategies, methods, and interventions, with your agreement, to your unique concerns to work towards your personal goals.

## **Therapeutic Process (What therapy will look like):**

**Initial Assessment.** Our first sessions, and possibly the first few sessions will involve an assessment of your therapy needs and goals. There are various outcomes of this initial assessment, and furthermore, an opportunity for us to decide if working together may be beneficial for you. If my therapeutic approach appears to align and fit with your individual goals, I will offer you some first impressions of what our work will include if you decide to begin therapy. I encourage you to weigh this information, as well as your own opinions of whether you feel comfortable working with me, in deciding whether to continue with therapy. If you have any arising questions about my procedures during the initial assessment, or even at any point in subsequent treatment, please bring them to my attention.

Furthermore, therapy involves a large commitment of time, money, and energy, so you should be selective with the therapist you choose. If we both feel good about continuing, we will then move towards scheduling sessions. Following our initial assessment, if you believe you would be more comfortable working with another therapist or believe that another mental health provider may be better suited to assist you with your specific concerns, I will be happy to provide you referrals.

**Counseling Sessions and Attendance:** When an appointment hour is scheduled (50-55 minutes in duration for one session), payment will be due at the time of service. If you determine that you are unable to attend, please contact me so that we can schedule a different time. See more information within Professional Fees, Billing, and Payments.

Together, we will typically agree on specific goals for therapy, such as reduction of symptoms, behavioral changes, improved communication and/or interpersonal skills, and I will prepare a treatment plan to guide our therapy. Goals will likely evolve as the therapy progresses and should be renegotiated accordingly. The therapeutic approach used will vary, and any questions or are welcomed to be discussed with me.

The length of therapy and the frequency of sessions will be a matter best discussed while we work together to achieve your goals. While it is your right to end therapy at any time you decide, it is in our best interest to discuss this with me beforehand.

**Termination of Treatment.** Following our work, I hope we will mutually agree about when you have met your treatment goals, so we can schedule final sessions to review your progress and develop a plan to help protect you and your relationships from future distress. However, there are a few instances in which I may terminate our work together before reaching that point. *If I believe that my approach and training is no longer appropriate for your specific concerns, or that either of you are not benefitting from treatment, I will inform you that I can no longer provide services and give you referrals to other mental health professionals who may be better suited to meet your needs.*

I understand that any termination may be difficult, but my decision on this matter will be final. If you request and authorize it in writing, I will confer with your new therapist to help with the transition. Upon termination of therapy for any reason, the termination will be confirmed in writing.

**Note:** If you choose to involve the legal system in our work together by issuing a subpoena for my treatment records or my testimony in court, this will represent a conflict of interest for me, and I will be forced to terminate our therapeutic relationship and provide referrals to other providers. See more information within the Litigation and Court Policies.

**Note:** In addition, if you schedule a session and do not attend the session or call me within 7 days of that appointment, I will understand that as a termination in our services. If you wish to resume services after this occurs, please contact me.

### **Limits of confidentiality:**

In general, the privacy of all communication between you and your therapist is protected by law, and I can only release information about our work to others outside the relationship with your written permission. There are a few exceptions to this which include:

1. If I believe that you are in danger of harming yourself or another
2. If you disclose information that leads me to suspect that a minor, elderly, or disabled person is being abused or neglected, I am required by law to notify authorities within 48 hours and I will comply with this requirement.
3. If a court order or other legal proceeding or statute, or investigation by a municipal, state, or federal agency requires disclosure of your information, I will obey the court order or the law.
4. If you file a lawsuit or a complaint against me for any reason related to your therapy, I am allowed to use confidential information to defend myself.
5. If you waive the rights to privilege or give written authorization to disclose information, I will comply with your authorization.
6. Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy. I will not use these methods of communication for clinical information, but if you choose to do so privacy could be compromised.

**Note:** For best quality care and per my ethical duties, I will often consult with qualified Mental Health professions and discuss concerns needing further clinical assessment shall they arise. For more information on your rights and laws regarding your protected health information (PHI), please see the **Confidentiality and HIPPA Notice of Privacy Policy**.

### **Professional Fees, Billing, and Payments:**

My private hourly fee for sessions is \$125.00/session. In addition to therapy appointments, I may charge my \$100.00 hourly fee for other professional services you may request, although I will pro-rate the hourly cost if I work for periods of less than one hour. It should be understood, if you request these OTHER services, they will not be covered by your insurance or benefit provider and will be your responsibility to pay out of pocket. Other services may include report writing, telephone conversations lasting longer than 10 minutes, preparation of records or treatment summaries, and the time spent performing any

other service you may request of me. The hourly fee is standard unless other arrangements with insurance providers or Employee Assistance Programs (EAP) have been processed and approved.

Payment for psychotherapy is due before or at the time services are rendered. Payment is accepted in the form of a credit card or cash. Unless it has been prearranged, services may not be provided as scheduled if the client has an outstanding balance; failure to make payment for two consecutive weeks may result in treatment suspension and/or termination of services.

To avoid an accumulation of a balance, clients are encouraged to complete a Billing Agreement and to provide credit card information to remain on file during the time they are active clients. Credit cards will only be billed for services provided or no-show/late cancellation charges. Credit card information is securely destroyed 60 days after your last session or immediately upon your communication that you are terminating the therapeutic relationship. Furthermore, disputing charges 'charge back' for sessions you have received is considered fraud and such disputers are grounds for immediate termination of services.

**Insurance.** If you utilize your in-network benefits, you (not your insurance company) are responsible for the full payment of fees. You are responsible for knowing what mental health services your insurance policy covers and if you have questions about the coverage, call your plan administration for clarification. Furthermore, You will be responsible to cover for any fees/payments associate with any miscommunicated expectations from your insurance plan. You are also responsible for clarifying the range of benefits provided by insurance company if billing discrepancies or adjustments occur.

If you utilize out-of-network benefits, I can provide a weekly bill or monthly superbill for submission to your insurance provider. **Note:** I am not a provider for Medicare or Medicaid and I will not be able to bill either of these insurance providers.

Most insurance companies require a clinical diagnosis to reimburse for treatment and some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Although all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their possession. Medical data has been also reported to be legally accessed by other enforcement agencies, which may place you in a vulnerable position. Ultimately, the safest way to protect confidentiality is to privately pay for treatment.

**Note:** If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, I do have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, and if such legal action is necessary, the costs associated will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. Please communicate any financial changes or hardships if they arise.

### **Lateness, Rescheduling, Cancellations, and No-Show Policy:**

It is important that my clients understand that I am in solo-private practice and when an appointment is canceled too late to find a replacement, I incur a substantial loss of income. To maintain a stable private practice, I charge fees for appointments that are missed or canceled too close to the appointment time; It should be understood that these fees are not meant in any way to be punitive in nature but are designed to moderately compensate me for loss of time.

Lateness. A therapy session will typically last 50-55 minutes and the grace period for lateness is 10-minutes. If you do arrive late to your appointment, we will end the session at the allotted time and if you are more than 10-minutes late, we may not be able to meet that day and a reschedule may be warranted.

Rescheduling. There is no fee for rescheduled appointments if they are rescheduled outside of the 24-hour window. Furthermore, if an appointment is rescheduled to a date during the same week as the initial appointment, which is subject to availability, there will be no fee charged.

Cancellations. There is no fee for cancelled appointments if they are cancelled outside of the 24-hour window. The fee for any appointment cancelled inside 24-hours of the scheduled appointment is \$35.

No-shows. For any appointment missed without notification before the scheduled appointment time is subject to a \$65 fee.

Note: If late cancellations occur 3x times, we will then have a discussion about if now is the right time for treatment. Failure to show and notify 2x times is cause for termination of this contract and our therapeutic relationship.

By signing this document, you are agreeing that these are reasonable fees to compensate me for the time lost regardless of the reason for the cancelation or missed appointment. These fees cannot be billed to your insurance, and that you are *solely responsible and agree to pay these fees out-of-pocket (personally)*.

### **Professional Records:**

Texas law requires that I maintain appropriate treatment records for at least 5 years from the last date of service. As a client, You have the right to review or receive a summary of your records at any time, except in limited legal circumstances or situations when such release might be harmful to you or others. I will provide them to you within 15 days of receiving the request unless I believe that I must withhold the records due to a situation involving life endangerment. In that case, I will write you a letter to explain my reasons for withholding the records and your options.

All requests for records must be made in writing and fees for the copying of records provided will be charged at a minimum of \$25.00 for the first 10 pages, and then \$.20 cents per page for each page thereafter. Additionally, I am not required to provide copies of requested records until the fee is paid, and minimum advance notice of one week.

### **Communication Policy:**

Other than session attendance, you are able to contact me via email or text (office phone# 254-290-8755). My office hours vary, and I am often not immediately available by telephone, however you will receive a response during office hours. Communication between sessions is often kept to a minimal and are typically for administrative purposes. If you require a longer conversation, please schedule a phone consultation with me during office hours. Phone Consultation Costs scheduled during regular practice

hours are billed at a rate of \$100/hour in 15-minute increments. After-hours are subject to an additional \$50 surcharge unless previously agreed within the contract for services. The first 10-minutes of any phone call is free of charge.

**If you experience a life-threatening emergency, and I am not available by telephone, you should go immediately to the nearest hospital emergency room and request to see a mental health professional. Another option is to call 911.**

If you are suicidal you can call:

**The Suicide Prevention Lifeline**

- Call: 800-273-8255 (800-273-TALK)
- Chat online: [www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org)
- Support for people who are deaf and hard of hearing: 800-799-4889
- La Red Nacional de Prevención del Suicidio: 888-628-9454

If you have insurance, you can call the number listed on the back of your card and get a referral to an in-network psychiatric hospital for consultation with an intake specialist.

**Email and Texting.** I do not use e-mail or text messages with clients regarding clinical matters. If your concerns are a clinical or therapy matter needing to be discussed between sessions, please call me. Otherwise, use of e-mail and text is utilized for administrative purposes. If you choose not to respect my policy regarding e-mail and text communications, I will take steps to block further electronic communications. I also reserve the right to terminate therapy and refer you to other providers. All communication history will become part of your clinical record.

**Social Media.** I do not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as our therapeutic relationship. If you happen to encounter me by accident through social media or the internet, please feel free to discuss this with me in session. I do not accept "friend" requests from current or former clients on my counseling-related profiles on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites. I believe that you have violated this agreement, I reserve the right to terminate our professional relationship immediately and refer you to other mental health professionals.

**Interactions Outside the Office.** If we happen to encounter each other outside of the professional setting I will not address you unless you address me first. This is also for the protection of your privacy from those either of us may be with. I'm happy to return a friendly greeting but will allow you to take the initiative if you would prefer to do so.

**Note:** I do not allow audiotaping of sessions unless we have agreed otherwise in advance, and you have signed a specific written authorization for the taping to occur. Failure to comply with this mandate is cause of termination of this contract.

## **Litigation Policy and Court-Related Services:**

Please be aware that I provide strictly therapeutic services. I am not a forensic evaluator or parent coordinator, and I do not offer case studies, parent fitness evaluations, access to or visitation with minor children, home studies, or legal advice as these are outside of my scope of practice. I do not want to be

involved in your litigation nor do I want to deal with subpoenas or lawyers. The nature of the therapeutic process often involves making a full disclosure regarding many matters which may be extremely private, upsetting or possibly embarrassing. Furthermore, I do not enjoy having to disclose your confidential information in court nor do I want to deal with the negative feelings that can result from court or deposition testimony. If I am subpoenaed for testimony in a legal proceeding related to custody, please understand that it will be detrimental to the therapeutic relationship, and I will in most cases be ethically obligated to terminate services.

If you involve me in your litigation, or if you or your attorneys subpoena me to provide my records, testify in court or give a deposition in violation of this agreement and against my stated wishes, I will comply with lawfully issued subpoenas. If I am subpoenaed to provide records or testimony in violation of this agreement and against my stated wishes, you also acknowledge and agree that you will pay for all of my professional time, including but not limited to preparation, record review, transportation charges (door-to-door), waiting time, and time spent testifying in court or deposition regardless of who issues the subpoena or requires me to testify.

My hourly charge for all time related to court cases or litigation within the county I practice is \$300.00 for a minimum of 4 hours (\$1,200); If I am required to testify in court or give a deposition outside of the county in which I practice, the hourly fee will be \$300.00 for a minimum of 6 hours (\$1,800). If I am subpoenaed and the case is reset with less than 72-hour notice prior to the beginning of the day of the scheduled subpoena, trial, and/or testimony, there will be a \$500 fee associated with the cancelation of any scheduled clients. Any remaining costs associated with the legal actions will be invoiced as soon as the proceedings are completed and will be applied to the client's account balance. You also agree by your signature below to execute and sign a Credit Card Authorization and provide a valid credit card to ensure payment for the time I must spend dealing with your litigation.

All payments are due 2-business-days prior to the scheduled court appearance or deposition (note: if the court hearing/deposition is scheduled for a Monday at 12 noon, payment is due no later than 12 noon on Thursday). When I go to court or give a deposition, I must clear my schedule and not see other clients, so there is a 2-business-day cancelation policy for court and depositions. For example, if the court appearance or deposition is scheduled for 12pm on Monday, I must be notified of any cancelation no later than 12pm on the Thursday before. Any cancelations that occur within the 2-business-day time frame of the court appearance or deposition are NON-REFUNDABLE and you will be charged the full minimum cost as described above.

I will accept cash, money order, cashier's check, or credit cards for payment of time-related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES.** All payments are due 2-business-days prior to the scheduled court appearance or deposition, and (note: Monday court hearing/deposition payment due no later than 12:00 Noon on Thursday). By initialing and your signature below, you expressly authorize me to run these charges to the credit card on file in my office unless you notify me that you intend to make payment by cash, money order, or cashier's check.

## Complaints and Grievances:

If you are unsatisfied with my services or therapeutic approach, please feel free to bring those concerns to my attention. I welcome your feedback. Together we can assess the situation and determine if we can proceed or if another therapist may be better equipped to help you. If we cannot work things out to your satisfaction you may inform your insurance carrier and file a complaint with them or with my licensing board. The Texas Behavioral Health Executive Council (BHEC) 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.

Texas Behavioral Health Executive Council 333 Guadalupe St., Ste. 3-900  
Austin, Texas 78701

Tel. (512) 305-7700 ; 1-800-821-3205 24-hour, toll-free complaint system

<https://www.bhec.texas.gov/texas-state-board-of-examiners-of-professional-counselors/index.html>

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](mailto:OCRMail@hhs.gov).



**I am electing to pay for services using: (choose only one by initial)**

\_\_\_\_\_ **Private Pay – Do NOT bill insurance**, I want to pay privately (out-of-pocket), and understand that my therapist will NOT submit claims on my behalf for services rendered. I understand that if in the future I decide that I would like claims submitted on my behalf, I will supply insurance information to my therapist and that will constitute an authorization to bill insurance for future sessions. I understand that my therapist will NOT retroactively bill insurance, and no dates of service will be billed to a benefit provider until that provider has been verified which may take up to 2 business days from the date I supply the information. If I have insurance benefits, I am electing NOT to use them. I agree that I will not pay my therapist privately for services and then at any time bill an insurance company for those same services, this practice is known as balance-billing and is not allowed under the terms of this agreement.

I understand that if I wish to change how I want to pay for services that I must supply up to date information on my benefit provider and allow 2 business days for that information to be verified and uploaded into my therapists billing system. When I supply such information that will constitute an authorization to begin billing for all applicable services after the information has been verified. I understand that no services will be billed to my benefit provider until the information is verified, and past services will NOT retroactively be billed to my benefit provider. I understand that if my benefits change and the information I have supplied is out of date I will be billed at the private pay rates stated above until such time as I provide updated insurance information, and that information has been verified.

\_\_\_\_\_ **Insurance or EAP benefits** - Please write the name of Insurance you want to use:  
\_\_\_\_\_. I am instructing my therapist to bill my benefit provider. I have supplied my correct insurance information to my therapist.

**Further Consents:**

**Permission for Coordination of Care:** By initialing here I authorize The Mindful Life Company to send a coordination of care letter to my doctor or PCP. I further authorize my therapist to send information to my doctor if there is a clinical need for coordination of care. This information may include notes, records, lists of appointments, letters, and/or any other information pertaining to my therapy.

Name of Doctor/PCP: \_\_\_\_\_  
Hospital or Clinic: \_\_\_\_\_ City & State: \_\_\_\_\_  
Doctor's Phone Number (if known): \_\_\_\_\_  
Doctor's Fax Number (if known): \_\_\_\_\_

**Emergency Contact:** I give my permission and consent for my therapist to contact the person listed below in case of emergency. I give my consent for my therapist to provide this person with as much information as needed to avoid a dangerous or potentially life-threatening emergency.

Emergency Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Relation: \_\_\_\_\_

**PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:**

\_\_\_\_\_ I have read and understand the purpose of psychotherapy, the potential risks and benefits of therapy, and my obligations within the therapeutic process. I understand that The Mindful Life Company Ltd LLP cannot guarantee any particular results or outcome from the psychotherapy process.

\_\_\_\_\_ I understand and agree to the confidentiality policies stated above and I understand the exceptions to confidentiality as mandated by state law.

\_\_\_\_\_ I agree to give 24-hour notice for cancelled appointments by email (kia.g@mindfullifeco.com) or but directly calling the office number ((254) 290-8577). I understand that failure to cancel a scheduled appointment with less that 24-hours notice will result in a \$35 fee. I understand that failure to notify/missed appointments will result in a \$65 fee. I understand there is no charge for any cancellations made outside of the 24-hour window.

\_\_\_\_\_ I understand that by signing this document I am agreeing that all fees are reasonable to compensate The Mindful Life Company Ltd LLP for the time lost regardless of the reason for the cancelation or missed appointment. I agree to pay the fees, including late/no-show fees, phone consultations, and legal fees as stated in this informed consent and contract for treatment with The Mindful Life Company Ltd LLP.

\_\_\_\_\_ I understand that failure to make payment for two consecutive weeks may result in suspension and/or termination of services, and that I must make payment prior to scheduling another session. Furthermore, I understand that failure to make payment within 30-days and arrangements have not been made and agreed upon, this may result in suspension and/or termination of services. I understand that any outstanding balances remaining after treatment termination may be sent to collections and you consent to any information disclosures necessary to execute such action.

\_\_\_\_\_ I agree that I will not dispute charges ("charge back") for sessions I have received or appointments I have missed or late cancelled. I agree that doing so constitutes fraud and that I will be responsible for any unpaid balances and fees incurred by Mindful Life Company Ltd LLP as a result of such disputes. I understand that such disputes are grounds for immediate termination of services.

\_\_\_\_\_ I understand that The Mindful Life Company Ltd LLP does not provide emergency services and in the event of an emergency life-threatening issue, I agree to go to the nearest emergency room, and/or call 9-1-1 if an emergency were to occur.

\_\_\_\_\_ I understand and agree to follow the communication policy as detailed within this document. I agree to use both email and text for administrative purposes only, and I understand necessary measures will be taken if communication boundaries are not followed.

\_\_\_\_\_ I understand that if I use my insurance benefits, I, and not my insurance company, is responsible for full payment of fees. I understand it is my responsibility to have awareness of the mental health services/benefits covered by my insurance plan, and I am responsible for any benefit miscommunication and unexpected payment adjustments should they arise.

\_\_\_\_\_I are entering therapy by choice and I understand that both I and my therapist have the right to end treatment at any time should termination be warranted.

\_\_\_\_\_I understand this informed consent is voluntary and will become effective immediately and can be withdrawn at any time. I also understand that failure to follow any policy included within this document may be cause of termination depending on circumstances.

- I have read this information fully, have discussed, or will discuss any questions about the information presented with my therapist.

\_\_\_\_\_  
Printed name of Client

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date signed

I agree that I will not dispute charges (“charge back”) for sessions I have received or appointments I have missed or late cancelled. I agree that doing so constitutes fraud and that I will be responsible for any unpaid balances and fees incurred by Mindful Life Company Ltd LLP as a result of such disputes. I understand that such disputes are grounds for immediate termination of services.