

# Consent for Services and NPP with Even Keel Counseling PLLC

Welcome to my therapy practice. This document outlines the policies and guidelines I follow. Please make sure you read through this entire document and understand the terms.

In your first session, we will spend some time going through *key points* highlighted below to make sure you have an understanding of how we can work together considering these terms. The below list is *not* a substitute for all policies included in the following pages. I welcome any questions in our first meeting and *any time following*.

## Summary of Policies

**Confidentiality:** I have the utmost respect for your privacy and will keep all information about your treatment confidential unless one of the situations listed in the *Statement of Confidentiality* section (next page) occurs.

**Process of Therapy:** Therapy is not a treatment that can be predicted. However, one of the greatest predictors for "success" in therapy is connection with your therapist. Therefore, you're encouraged to discuss any concerns along the way, and I will let you know if I think I may not be the best fit for your needs.

**Appointments:** At the end of each session, we will make sure to have the following session scheduled. All cancellations require 24-hour notice, or you will be billed for the full session.

**Communication:** The most secure form of communication is by phone or voicemail. If you need to reach me outside of your session time, I encourage you to call or text the listed phone number. *Please let me know if you prefer to use text or email for communication regarding appointments.*

**Payment:** I require payment at the beginning of each session. You may pay via cash, check or credit card.

**Insurance:** I can provide you with a monthly statement to present to your insurance company for possible reimbursement. If you choose to use your insurance to help pay for services, *please be aware they may request information about your treatment and even deny paying for services.* If you lose coverage at any time, we will discuss the best possible options for you.

## Statement of Confidentiality

Trust is an important aspect of the therapeutic relationship. Your confidentiality is of utmost importance for maintaining this trust. However, there are times when I am legally and ethically required to break confidentiality.

In such circumstances I only disclose the least amount of information necessary to meet legal and ethical guidelines. If this occurs, and if it is safe for me to do so, I will inform you of any breaches of your confidentiality as soon as possible.

***Below are situations in which I am required to release information to a necessary entity:***

1. If you may be a danger to yourself or to another identified person or persons
2. If there is suspicion of abuse of any child under the age of 18 (this includes the involvement of children under the age of 18 in pornography or sexually explicit materials)
3. If there is suspicion of abuse of any dependent and/or elder adult
4. By order of a judge or at request of a subpoena

*Please also note that if you choose to use your insurance for payment or reimbursement, your insurance company will be able to access your treatment records. More information on this is in the Insurance section.*

## **Process of Therapy**

### *Scope of Practice*

I am a Licensed Clinical Social Worker and Licensed Chemical Dependency Counselor governed by Texas Department of State Health Services. My scope of practice is limited to therapeutic services, and I am not a medical professional. My priority is to ensure you receive the appropriate services and this means I may need to refer you to adjunctive or other services if I feel that may be necessary and outside my scope of practice.

### *Risks and benefits of therapy:*

I cannot guarantee that you will see improvement in your relationships or emotions as a result of working together. Therapy requires multiple things in order to be considered "successful." These include involvement from you and a comfortable connection between you and your therapist, as well as clear expectations for what may be possible as a result of the work together.

I encourage you to discuss your goals, expectations and concerns at all points during our work together. We will continue to discuss how treatment is working for you throughout and if at any time I feel that treating you may be detrimental then I will recommend you discontinue treatment and provide you with appropriate referrals.

There are times when therapy may bring up unexpected emotions or reactions to relationships. Some things we discuss may surprise you as you learn more about yourself and gain insight. It is possible that you may actually start to feel "worse" before feeling you have attained your goals. If that is the case, it's important we discuss these feelings along the way.

It is also possible that as a result of working together, you may wish to adjust how you interact with people in your life. That may mean engaging in some relationships more or disconnecting from other relationships. It is important you discuss any concerns about these things if they arise.

### *Course of treatment:*

We will spend the first **1-4 sessions** deciding if you are a good fit and determining your needs. You will identify your goals and revisit these goals throughout working together, as these often change over time.

Once we mutually agree that your goals for treatment have been met, we will determine an appropriate timeframe for ending work together. Many clients prefer to do this slowly by reducing the number of sessions and some return periodically during stressful times later in life. Please know this process will be very transparent and we will work together to determine what is best for you.

#### *Medications:*

Therapists are not medical providers and do not provide medical advice or prescriptions for medication. However, we do coordinate care with applicable medical professionals and may ask about basic medication compliance. I will always let you know before communicating with any other professionals and request you provide their contact information. *Any changes in your medication should always be first discussed with and approved by your prescribing physician.*

#### **Appointments**

##### *Cancelled appointments:*

All cancellations require 24-hour notice by phone/text, or you will be partially billed for time spent waiting. I may choose to make exceptions for extenuating circumstances.

##### *Missed appointments:*

All missed appointments (no show, no cancellation) will be billed at the agreed upon missed session rate of (\$50) and will be due prior to your next session.

If I do not hear from you after a missed appointment and have reason for concern, I *may* reach out to your identified emergency contact to ensure your well-being.

##### *Late appointments:*

All sessions begin at the scheduled time and last 50 minutes. If you arrive late, we will meet until 50 minutes after your scheduled session time.

Please note that multiple missed/cancelled appointments and late arrivals may require us to discontinue treatment. In this circumstance, we will discuss the situation in person, online, or by phone.

#### **Emergency Procedures**

If something were to happen to me, will contact you to discuss the situation and ensure you continue to receive services without significant interruption.

If you feel you are experiencing a life-threatening emergency, please call 911.

#### **Communication**

Our main form of communication outside the office will be via phone. If you are distressed and feel the need to call outside of your regular meeting time, please know that I am available Monday-Friday during typical business hours. I will return your call within one business day.

### *E - Mails:*

Email is a popular, yet insecure form of communication. When you send an email it has the potential to be seen by many people prior to reaching its destination. For this reason, I will never discuss anything clinical with you via email and ask you to refrain from doing so, as well. I will never send you an email that contains extensive amounts of what is considered Personal Health Information (PHI). These include things such as social security number or health insurance member ID.

Email may be appropriate for communication regarding appointments, but please be aware the above warning still applies. If you would like to use email communication, please discuss with me further.

### *Cell phones:*

If you have a cell phone that provides alerts on your home screen, consider who may easily see notifications of our contact. This means how you enter my name in your phone as a contact and which form of communication you would like to have (email, text, etc.). You may also choose to turn off certain notifications in your settings for increased privacy.

### *Texting:*

Texting uses similar communication as email and is also, therefore, not secure. For this reason, I will never discuss anything clinical with you via text and ask you to refrain from doing so, as well. I will never send you a text message that contains extensive amounts of what is considered Personal Health Information (PHI). These include things such as social security number or health insurance member ID.

Texting may be appropriate for communication regarding appointments, but please be aware the above warning still applies. If you would like to use texting, please discuss with me further.

## **Payment**

**Your fee for one 50-minute therapy session is: \$ 120.**

I accept credit card as payment for services. All payment is due at the time of service. You may receive a receipt for your payments upon request.

If, at any time, you are having difficulty paying your fee please discuss with me as soon as possible.

## **Insurance Reimbursement**

I am currently considered in-network with most Texas Insurances through 3rd party agencies called SonderMind Inc and Headway, who manages claim submissions with varying insurance panels (TriWest, Aetna, BCBS, Cigna, United Healthcare, etc). If you choose to use this insurance but your status changes, it is your responsibility to inform me as soon as possible so we can discuss any possible changes to your payment process. If you switch to a company with whom I am not in-network we will establish the best possible treatment plan for you, which may include referring you to another in-network provider.

*When you choose to allow your insurance company to contribute payment to your treatment you do allow them access to your clinical records.*

I will be required to provide you with a diagnosis and share that diagnosis with the insurance company. I will also be required to follow a treatment plan that relates to that diagnosis. Your insurance company may choose to deny or modify your treatment, based on their medical necessity criteria.

>> *Please note that when you choose to allow your insurance company to contribute payment to your treatment you do allow them access to your clinical records.* If you have questions or concerns about this, please speak with me before submitting any forms to your insurance company.

**IMPORTANT:** Some psychiatric diagnoses/services are not eligible for reimbursement (i.e.: marriage/couples therapy). In the event of non-coverage or denial of payment, you will be responsible to pay for services provided. **Jennifer Macchiaverna of Even Keel Counseling PLLC** reserves the right to seek payment of unpaid balances by collection agency or legal recourse after reasonable notice to the client.

**PRE-AUTHORIZATION & REDUCED CONFIDENTIALITY:** When visits are authorized, usually only a few sessions are granted at a time. When these sessions are complete, we may need to justify the need for continued service, potentially causing a delay in treatment. If insurance is requesting information for continued services, confidentiality cannot be guaranteed. Sometimes, additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not met.

**POTENTIAL NEGATIVE IMPACTS OF A DIAGNOSIS:** Insurance companies require clinicians to give a mental health diagnosis (i.e., "major depression" or "obsessive-compulsive disorder") for reimbursement. Psychiatric diagnoses may negatively impact you in the following ways:

1. Denial of insurance when applying for disability or life insurance;
2. Company (mis)control of information when claims are processed;
3. Loss of confidentiality due to the increased number of persons handling claims;
4. Loss of employment and/or repercussions of a diagnosis in situations where you may be required to reveal a mental health disorder diagnosis on your record. This includes but is not limited to: applying for a job, financial aid, and/or concealed weapons permits.
5. A psychiatric diagnosis can be brought into a court case (i.e.: divorce court, family law, criminal, etc.).

It is important that you're an informed consumer. This allows you to take charge regarding your health and medical record. At times, having a diagnosis can be helpful (i.e.: a child needing extra services in the school system or a person being able to receive disability).

### **Consultation Disclosure**

There are times when I consult with other mental health professionals about cases. During these discussions, I will make sure to disclose as little information as possible in order to protect your confidentiality. If I feel there is an instance when consultation may require more information and may be helpful for our work together, I will talk with you beforehand about how to proceed.

I may also consult with other professionals about your case (for example, teachers or social workers). However, I will never consult with other professionals without your prior and written consent.

### **Collateral Involvement**

At times it is helpful to involve important people in your life during the counseling process. If this is something that we both feel may be helpful, we will discuss how much information you may be comfortable disclosing and in what way. For all adult clients, I will never speak with any of your family members about your treatment, or even confirm whether or not you are a client, without first having your written consent. *Exceptions include any circumstances listed above in the Statement of Confidentiality.*

### **Medical Records and Your Right to Review Them**

As a mental health professional, I keep records about our work together. This includes notes on sessions, meetings, phone calls and any other communication with or about you. Unless I feel it would be significantly harmful to you, you are able to access your records at any time.

I require 5 days of notice prior to allowing you to *view* your records. If you would like a copy of your records, I require 15 days of notice and will charge a fee of 0.25¢ per page, plus postage fees if you would like your copies mailed.

Oftentimes, clients request copies of records with the intent of securing a treatment summary for an outside entity. Requesting a summary from your therapist is often in your best interest, as it protects your confidentiality. This is often preferable to giving someone access to your entire treatment record.

If that is the case, I am happy to provide such a summary, billed at your regular hourly rate. I require 10 business days to prepare your summary. If this is related to a court matter, please see the "Court Policy" above.

### **Client Rights:**

You have the right to end our counseling relationship at any time. You also have the right to refuse or negotiate modifications of any of my counseling techniques or suggestions that you believe might be harmful to you. I assure you that my counseling services will be rendered in a professional manner consistent with accepted legal and ethical standards by law and the professional associations in which I am a member. If at any time, for any reason, you are dissatisfied with my services, please let me know so that existing issues can be worked through. Sudden termination of therapy is not recommended. If you intend to terminate counseling suddenly, I respectfully ask that we discuss your intentions and that you allow one or two sessions to properly terminate the counseling relationship.

If you do not feel that you may resolve your complaint with me, you may report your complaints to my licensing board:

Anyone who wishes to file a complaint against a healthcare professional in this state may call the Health Professions Council toll-free complaint referral system:

1-800-821-3205.

This automated, statewide number routes a complainant to the appropriate licensing agency.

**Mail:**

Texas Behavioral Health Executive Council

Attn: Enforcement Division

1801 Congress Ave., Ste. 7.300

Austin, Texas 78701

Enforcement@bhec.texas.gov

**OR**

HHSC, Professional Licensing Complaints

P.O. Box 149347, Mail Code 1979

Austin, Texas 78714-9347

[lcdc\\_complaints@hhsc.state.tx.us](mailto:lcdc_complaints@hhsc.state.tx.us) ([mailto:lcdc\\_complaints@hhsc.state.tx.us](mailto:lcdc_complaints@hhsc.state.tx.us)).

**Fax:** (512) 834-6789

You may also do an online search for my license through the licensing board's website:

<https://vo.ras.dshs.state.tx.us/datamart>