



## Informed Consent and Your Rights

### Overview of Therapy

As a professional, I do not prescribe medications, but I am trained in a broad range of techniques. The goal of therapy is to help you resolve the problems for which you are seeking help. Although it is impossible to guarantee any specific results regarding your therapeutic goals, I will work with you as conscientiously and diligently as I can to achieve the best possible results. At times the process can make daily living more difficult. Be patient with the process. If you ever have questions about my services or are dissatisfied with them, please let me know. I will provide other treatment options and/or referrals as necessary.

While our sessions might be psychologically intimate, it is important for you to realize that our relationship is professional rather than social. Other than the chance meetings, our contact will be limited to the appointments you arrange with me at the office. I cannot and will not attend social gatherings, accept gifts, or relate to you in any way other than in the professional context of our therapy sessions. As a client, you will be best served if our relationship remains strictly professional. Unlike a friendship, our relationship will concentrate exclusively upon your goals and concerns. While you might learn about me as we work together, it is important for you to remember that you are experiencing me solely in my professional role.

### Confidentiality

The information that you provide in therapy is confidential and will not be shared with anyone without your written consent as prescribed by law. However, there are a few circumstances when confidentiality, by law, will not be maintained, including the following:

- Concern of imminent harm to yourself (suicide) or others (homicide);
- Crucial information regarding your physical or emotional well-being;
- Litigation brought against me or the organization by the client;
- Suspicion of child or elder abuse or neglect;
- Order for release of records by a judge or district attorney;
- Requirement for mental health services from disability, insurance, etc.
- Necessity for collection of any outstanding balance; or
- Any other situation required by law.

### Electronic Communication

Your therapist has taken extraordinary measures to adhere to HIPAA, HITECH, and HP300 regulations, which are designed to keep your protected health information (PHI) completely confidential. However, all forms of electronic communication (e.g., text, email, e-receipt, and social media) are vulnerable to breach. Though these forms of communication can be convenient, they are not secure.

#### Some potential risks you might encounter include:

- The message may be observed by unintended audiences, such as if a spouse reads your emails/texts.
- Emails and texts can be misdelivered if sent to an incorrectly typed address or phone number.
- Accounts can be hacked, giving third party access to vulnerable information
- Emails providers (e.g., Gmail, Yahoo) keep a copy of each email on their servers, where it might be accessible to their employees

It is within your rights to request only non-electronic communication with your therapist in order to protect your confidentiality.

**Do you consent to receiving electronic communication from your therapist?**  Yes  No



### **Coverage/Emergencies**

Turn The Tide Family Services PLLC is not a crisis counseling center. If you are experiencing danger or a life-threatening emergency, call 911 or go to your nearest emergency room immediately. If you need to contact me between sessions, call 281-674-5402. If I am unavailable, I will return your message as soon as I am able. Contact between sessions, including phone calls, texts, or emails may require an additional session fee, except for appointment setting information.

### **Sessions/Fees**

Therapy sessions are typically 45-50 minutes in length. The remainder of our hour is used to chart notes, file insurance claims, and return client phone calls. The fee for each session is \$\_\_\_\_\_. Any fees incurred are due at the time services are rendered. Acceptable forms of payment include cash, check, money order, debit card, or credit card. There will be a \$30 charge levied on all returned checks. There is a \$50 fee for each request for client records or letters written on the client's behalf. If you are receiving services paid for by another party, the fees remain your responsibility until paid.

### **Appointments and Cancellations**

Regardless of whether I call to confirm your scheduled appointment, your appointment time has been reserved specifically for you, and being on time will ensure that you receive the full time scheduled. If you cannot keep your scheduled appointment, kindly call to cancel at least 24 hours in advance so that someone else can be seen for services that day.

- A responsible parent or adult must be present on-site for the entire duration of the session for children under age 16. Children under the age of 10 cannot be left unattended in the waiting room at any time.
- There is no charge for cancellations made at least 24 hours prior to appointment time.
- There is a session fee, (or \$30 fee whichever is higher) for scheduled appointments cancelled less than 24 hours prior to appointment time. This fee must be paid prior to scheduling your next appointment.
- If you miss or cancel 3 scheduled appointments, I will no longer be able to work with you. However, I will provide referral sources so that you can continue treatment elsewhere.
- Unfortunately, there are occasions when I am behind schedule. In this case, you will receive the full 45-50 minutes of your scheduled appointment.

### **Client Rights and Agreement**

I understand that I have chosen to undergo therapy, that this choice is voluntary, and that I may terminate treatment at any time. I understand that there is no assurance that I will feel better. Because therapy is a cooperative effort between my therapist and me, I will work in a cooperative manner to resolve my difficulties. I understand that during the course of my treatment, subject matter may be discussed that is of a sensitive nature, and that this may be necessary for me to resolve my problems.

I understand that my therapist, Misti Nielsen, MA, LMFT Associate and/or any other Turn The Tide Family Services staff member, including the therapist's supervisor, MaryLou Shackleton, MA, LPC-S, LMFT-S, may exchange any and all information pertaining to my therapy to the extent that such disclosure is necessary for the processing of payment, case management, coordination and/or continuity of treatment, quality assurance, outcome assessment, or utilization review purposes. I understand I can revoke my consent in writing at any time, except to the extent that treatment has already been rendered or action has been taken in reliance upon this consent. If I do not revoke this consent, it will expire automatically one year after all claims for treatment have been paid.



\_\_\_\_\_I have been offered a copy of TTTFS Notice of Private Practice policy informing me of my privacy rights, TTTFS's duty to protect the health information that identifies me, and how TTTFS may use or disclose health information that identifies me with or without my permission. I understand the Notice of Private Practice policy does not apply to health information that does not identify me or anyone else.

I understand that I have a right to contact the Texas State Board of Licensed Marriage and Family Therapists if I am concerned about any ethical impropriety. I also understand that I may choose to voice my concerns to Misti Nielsen, MA, LMFT Associate, Executive Director of Turn The Tide Family Services as well.

I understand that if I am signing consent for a minor (17 years and under), I have authority to give consent. I will provide proof in the form of legal documentation.

I have read, understand, and agree to these policies:

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

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

Parent (if minor): \_\_\_\_\_ Date: \_\_\_\_\_

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