# Informed Consent

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

In accordance with HIPAA regulations, I am required to provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. This information is detailed in the form entitled: HIPAA Notice of Privacy Practices and explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information prior to beginning our work together.

Although these documents are long and sometimes complex, it is very important that you read them carefully before our session. We can discuss any questions you have about the procedures at that time.

### PSYCHOTHERAPY AND COUNSELING SERVICES

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life.

However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, it's important that you understand that there are no guarantees about what will happen.

Psychotherapy requires a very active effort on your part. The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan, if you decide to continue.

You should evaluate this information as well as your own assessment about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Please know that you are under no obligation to continue work with me and may request a referral to another therapist at any time.

#### **APPOINTMENTS**

The initial evaluation typically lasts from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you are seeking in order to meet your treatment goals. If it is agreed by both parties that we will continue working together, we will schedule one 50-minute session per week at a time we both agree upon. There may be times when we decide that longer sessions are needed. At that time we can explore alternative appointment options including 80-minute sessions. We can also look at increasing the frequency of appointments per week.

The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide at least 24 hours notice. If you miss a session without

canceling, or cancel with less than 24 hours notice, you will be charged for the full session fee. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time.

#### **PROFESSIONAL FEES**

My payment policy is fee-for-service as well as some managed care companies. Please refer to my website at <u>www.mandifarley.com</u> for details regarding which insurance plans for which I am considered "in network."

If you have an insurance plan for which I am not in network, you may request the necessary session information for out of network reimbursement. I will be happy to provide that information to you. Please note that if you choose to pursue reimbursement for out of network benefits, you will be responsible for paying the agreed upon fee at the time services are rendered.

My fee for a 50-minute session is \$130. I do offer a sliding fee scale, which you may request if you are unable to pay the full session fee. This would reduce the fee to \$100 for a 50-minute session.

Please note that payment for sessions is due at the beginning of each session. This includes your copay amount as well if you are using insurance. It is your responsibility to check with your insurance company or communicate with my office in order to be clear about how much your copay is prior to our first session.

<u>Please note that I am not set up to take credit/debit cards.</u> The forms of payment I do accept are as follows:

Cash Check Venmo QuickPay through Zelle PayPal (\$5 for use)

Please have your payment ready at the beginning of each session. Also note that there is a \$25 returned check fee in the event that a check is not covered by your financial institution. If there are any payments outstanding, I reserve the right to use an attorney or collection agency in order to secure those fees.

#### PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychotherapy services that I provide. These records are maintained in a secure location in the office as well as on my personal computer, which is password protected.

Although psychotherapy often includes discussions of sensitive and private information, normally very brief records are kept noting that you have been here, what was done in session, and a general mention of the topics discussed.

You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request.

## CONFIDENTIALITY

The confidentiality of all communications between a client and a therapist is protected by law. I, as your therapist, cannot and will not disclose any information that you have shared with me, nor will I disclose that you are or have been my client without your written permission. You may request that information is shared with whomever you choose and you may revoke that permission in writing at any time.

In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA.

With the exception of certain specific situations described below, you have the right to confidentiality of your therapy. There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a client's treatment. The legal exceptions to confidentiality include, but are not limited, to the following:

- 1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.
- 2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
- 3. In response to a court order or where otherwise required by law.
- 4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
- 5. To the extent necessary for emergency medical care to be rendered.

# PROFESSIONAL QUALIFICATIONS

I hold a Master's degree in Mental Health Counseling and am a member of the American Counseling Association. I have met all of the state requirements to be certified as a Licensed Professional Counselor. This means that I have completed a Master's program in counseling, passed the National Counseling Exam, and completed a pre-graduate practicum and internship of over 800 counseling hours and a post-graduate internship of 3000 hours. If you would like further information regarding my background, training, education, or professional experience, please feel free to ask or visit my website at www.mandifarley.com.

# CONTACTING ME

I am often not immediately available by telephone in between our session times. If you need to reach me between sessions, or in an emergency, you have the right to a timely response. You may leave a message on my confidential voicemail or you may email me at any time and I will respond as soon as possible or by the next business day under normal circumstances.

Mandi Farley, LPC Psychotherapy and Reiki Services <u>www.MandiFarley.com</u> <u>Mandi.Farley@gmail.com</u> 4131 Spicewood Springs Rd, Bldg J-3 Austin, Texas 78759 (512) 800-0900

You may also choose to text me. Please note that I only correspond with clients via text in order to cancel, set, or reschedule appointments or to set up a time in between sessions to speak over the phone in the event of an urgent need on the part of the client.

Please note that, if for any number of unseen reasons, you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe, go to your nearest emergency room or call 911.

### OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspect of the therapy and about my specific training and experience.

You have the right to expect that I will not have social or sexual relationships with current or former clients.

# CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

Client Signature

Date

Guardian Signature (if applicable)

Date

Mandi Farley, LPC Psychotherapy and Reiki Services <u>www.MandiFarley.com</u> <u>Mandi.Farley@gmail.com</u> 4131 Spicewood Springs Rd, Bldg J-3 Austin, Texas 78759 (512) 800-0900

\*Adapted with permission from the practice of Dawn M. Hughes, Ph.D.\*