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Texas License #201512
INSTITUTE FOR COUPLE AND FAMILY ENHANCEMENT

THERAPY INFORMATION AND CONSENT TO TREATMENT

The purpose of this document is to ensure that all participants in the therapeutic process are aware of their rights and responsibilities when entering into a therapeutic relationship with me. I encourage you to ask questions about any of these topics at any point during the time that we are working together.

SAFETY IN THE THERAPEUTIC RELATIONSHIP

Research has found that the best outcomes occur in therapy when all members of a client system develop a positive relationship with their therapist. My first priority is to establish a relationship with each individual, partner, or member of a family, allowing them to feel comfortable and safe discussing and processing any situation. I seek a collaborative relationship with you in which you not only feel understood and valued, but also feel ownership in your therapeutic process. I will regularly discuss the goals of therapy to ensure that we are in agreement, and I will work to ensure that you are comfortable with any planned or suggested intervention approach. I invite you to share with me any questions, concerns, or suggestions during the course of our work together. *Also related to safety for all parties, I have a policy of prohibiting weapons of any kind into my office during the psychotherapy process.*

CONFIDENTIALITY

Confidentiality means that I have a responsibility to you to safeguard information obtained during treatment. It is important that you understand that all identifying information about your assessment and treatment is kept confidential. In order to protect your confidentiality, any written, telephone, or personal inquiries about clients will not be acknowledged unless a written release of information is received from you. In order for me to coordinate your treatment with other mental health or medical professionals, I may ask you to sign a release of information to allow me to talk or correspond with other professionals who may play a role in meeting your needs (such as physicians, school officials, legal system representatives, or family members not participating in therapy with you). It is important that you understand that the laws of the State of Texas allow exceptions to confidentiality. In certain situations, as a mental health professional, I am required by law to reveal information obtained during your sessions to other persons or agencies without your permission. Also, in these situations I am not required to inform you of my actions:

1. *If you are involved in a court proceeding and a request is made for the information concerning your diagnosis and treatment, that information is protected by the therapist-client privilege. I cannot release records or provide any information without your written authorization. However, if your records are subpoenaed or if a judge issues a court order for your records, I am legally obligated to comply. In the case of a subpoena, I will contact you so that you (or your attorney) can take steps to contest the subpoena. If you do nothing to challenge the subpoena after being notified by me, I will comply with the subpoena.*
2. *If I believe that you are a danger to yourself or to other persons, I may contact medical or law enforcement personnel.*
3. *If you disclose information that leads me to suspect that a minor child, an elderly person or a 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.*
4. *If you file a lawsuit or a complaint against me for any reason, I am allowed to use confidential information to defend myself.*

5. *If a court order or other legal proceeding (such as a grand jury) requires the disclosure of your information or records, I will obey the court order or the grand jury subpoena.*
6. *If you waive your privilege or give written authorization to disclose information, I will comply with your authorization.*
7. *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.*
8. *If I learn of previous sexual exploitation by a mental health provider, I am required to report it to the District Attorney in the county of the alleged exploitation and the appropriate licensing board of the provider.*
9. *The matters discussed during a family therapy session or couple's therapy session are not confidential as to the persons present since those persons hear the statements made and participate in the discussion. However, all matters discussed during the family or couple's sessions are confidential and privileged as to third parties who were not present in the session.*

As a marriage and family therapist, I also have unique confidentiality responsibilities when working with couples, families, and children because the family as a whole may be considered the client. When working with families, I have an obligation to more than one person. I may or may not share information disclosed to me in individual sessions, phone conversations, or written messages with those family members who have consented to treatment. It is my goal to earn a level of trust from you that allows you to feel comfortable sharing secrets with me privately and then working together to plan for sharing information with other family members. Please keep this in mind as you share information with me.

Clients often prefer to communicate with me via email or text message to schedule or confirm appointments, as well as provide updates regarding their situations. While I have a duty to act with professionalism and diligence to protect your information, we cannot guarantee the confidentiality of email correspondence and text messages due to the logistics of these types of communication.

Another important element of confidentiality is the expectation that participating parties respect the privacy of other participating family members by refraining from sharing contents of the sessions with outside parties. **Further, recording devices of any kind (audio, video, or photographic) are NOT allowed in the therapy sessions without written consent of all parties attending, including your therapist. In order to achieve your therapeutic goals, it is essential for all parties to experience trust and personal safety during therapy sessions.**

THE BENEFITS AND RISKS OF PSYCHOTHERAPY

One major benefit that may be gained from participating is the resolution of concerns. Other possible benefits may be a better ability to cope with marital, family, and other interpersonal relationships, as well as a greater understanding of personal goals and values. However, seeking to resolve concerns between family members, marital partners, and other persons can also lead to discomfort as well as relationship changes that may not have been originally intended. The greatest risk of psychotherapy is that it may not by itself resolve your concerns. You may also experience discomfort such as anger, depression, or frustration during your treatment as you remember and resolve unpleasant events. I will do my best to assess progress on a week-to-week basis, and I encourage you to notify me of any changes in your condition. If a situation fails to improve or a situation deteriorates, I will provide a referral to another professional for consultation or treatment.

Please know, too, that I do not provide emergency mental health services. I may not be able to return your calls immediately or schedule you for immediate treatment. In the event of an emergency, you have several options. You may go to the nearest emergency room, call 911 for emergency assistance, or contact the Crisis Stabilization Unit of the Center for Health Care Services at 225-5481 (M-F, 8-5), after-hours emergency, call 531-7826. You may also call the United Way HELP Hotline by dialing 227-4357 (HELP).

FEES AND APPOINTMENTS

A standard therapy hour consists of approximately 50 minutes for the therapy session and 10 minutes to allow me to complete necessary paperwork and handle payment and scheduling. My fee for a standard therapy hour is \$140. You may pay by cash and major credit cards/HSA and FSA cards. Additional services such as court testimony, reports, or consultation with legal professionals will be conducted for a fee of \$345 per hour. Payment for additional services is due prior to the service being rendered and is calculated door-to-door for any appearance outside the ICFE.

Payment for psychotherapy is due at the time services are rendered. To avoid accumulation of a balance, clients are asked to complete a Billing Agreement and 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.

I am not an “in-network” provider for any insurance companies; however, I will complete necessary paperwork if you elect to submit your own claim for my services to your insurance company for reimbursement. Please be aware that insurance companies require a mental health diagnosis to be assigned to a single, identified client to consider psychotherapy to be medically necessary, and thus eligible for reimbursement. If my professional assessment does not determine a mental health disorder to be present or relevant to the therapy provided, I will not be able to complete a claim for your insurance company. Furthermore, I will review with you any diagnosis assigned to you to be submitted to your insurance company. Upon request, I will provide a monthly invoice for services, including relevant codes your insurance company would require and complete your insurance company’s claim form.

Copies of your record may be obtained by written request. Files under 100 pages are \$30.00 and files over 100 pages are \$60. Shipping costs will be extra. Records will be provided after the fees are paid.

Sessions are by appointment only. If you must cancel or reschedule an appointment, I require at least 24 hours notice so that I may have the opportunity to schedule another client during the appointment time. **Clients who do not provide 24 hours notice that they will not be attending a scheduled session will be billed the full fee for the therapy hour.** Your participation in therapeutic services, though, is completely voluntary and you may stop at any time.

PROFESSIONAL CONSULTATION AND SHARED OFFICE SPACE

I meet regularly with other licensed mental health professionals at the ICFE for peer consultation to ensure that my therapeutic skills remain strong. In peer consultation, I may share information about your clinical case in confidential format with no names or other identifying information. If I am aware of, or become aware of, an existing relationship between you and my colleague or supervisee, I will not share any details about your clinical case to protect against the possibility of your identity as a client becoming recognized. I also share office space with several other therapists who are independent contractors providing services at the ICFE. Our clinical records are stored in a common area, which means that these other therapists may have access to your confidential information. Anyone affiliated with the ICFE who has access to clients’ private and confidential information is obligated by law and professional ethics to protect clients’ confidentiality.

COMPLAINTS

As an independent contractor to the ICFE, I do not have a supervising employer. However, I invite and strongly encourage clients with any concerns or complaints to talk with me directly. I will make every effort to address the issues professionally and collaboratively with you. Clients who choose to file a complaint against me for violations of state laws and regulations or my professional ethics code should contact the Texas Behavioral Health Executive Council, Attn: Texas State Board of Examiners of

Marriage and Family Therapists, 333 Guadalupe St., Ste. 3-900, Austin, Texas 78701. Telephone: 1-800-821-3205, or online: <http://www.bhec.texas.gov/wp-content/uploads/2020/07/BHEC-Complaint-Form.pdf> . 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 .

READ AND INITIAL THE FOLLOWING STATEMENTS:

I/we grant my/our permission for any therapy, testing, or diagnostic evaluation that may be deemed necessary in individual, marital, or family psychotherapy. I/we understand the potential for emotional discomfort and relationship changes not originally intended. I/we understand that Mrs. Soos does not guarantee any particular results or outcome from the psychotherapy process. _____

I/we understand and agree to the confidentiality policies stated above. These include the exceptions to confidentiality mandated by state law, as well possibility of sharing information shared in individual sessions, phone conversations, or written messages with those family members who have consented to treatment information. _____

I/we understand the risks of psychotherapy as explained above. I/we understand that Mrs. Soos does not provide emergency services and in the event of an emergency I/we agree to go to the nearest emergency room, call 9-1-1, or contact the Crisis Stabilization Unit of the Center for Health Care Services at 225-5481 (after hours 531-7826) or the United Way Help Hotline at 227-4357 (HELP). _____

I/we agree to pay the fee of \$140 per therapy hour. I agree to give 24-hour notice for cancelled appointments if at all possible by calling my therapist directly at (210) 602-1898. I understand that failure to cancel or reschedule an appointment with less than 24 hours notice will result in my being charged the full fee for the appointment. _____

I/we agree to pay the fee of \$375 per hour for any legal involvement that is requested of Mrs. Soos, including but not limited to, writing reports for submission in court proceedings, communication with legal counsel, or testimony in a court case. I understand that Mrs. Soos may refuse to participate in a legal case, including providing subpoenaed medical records, without a court order. _____

I/we have been provided a copy of Mrs. Soos's Privacy Policies in compliance with the Health Insurance Portability and Accountability Act of 1996, and have had the opportunity to have my/our questions about the management of private health information (PHI) answered. _____

Signed (Client/Minor Client Guardian)

Date

Signed (Client/Minor Client Guardian)

Date

Signed (Jennifer M. Soos, LMFT)

Date

CONSENT FOR COMMUNICATIONS

As per the Notice of Privacy Practice, you have the right to request that I only communicate with you about your health information in a certain way or at a certain location. Please indicate where you would like to be contacted or note any restrictions on contact information already provided:

I prefer to be contacted by (select all that apply):

- Phone
- Email
- Text
- Mail

I prefer to be called and/or texted at the following number: _____
I DO/DO NOT want messages to be left at this number.

Please only call at these times: _____

I prefer emails to be sent to: _____

I prefer texts to be sent to: _____

I prefer mail to be sent to: _____

Specific instructions for calls, texts, emails, or other communication:

Email, Texting, Online Platforms, and Applications

Your protected health information must be kept private and secure according to federal and state laws and professional ethics codes. Email and texting (as well as some online platforms and applications) are convenient ways to communicate for treatment purposes (such as discussing your current symptoms or concerns) and administrative purposes (such as appointment scheduling and billing). Reasonable means to protect the security and confidentiality of communications via email, texting, online platforms, and applications will be taken. **However, it is impossible to guarantee the security and confidentiality of communication via email, texting, online platforms, and applications.**

Should confidential information be improperly disclosed, through no fault of mine or other ICFE clinicians, I am not liable for such disclosures.

Potential risks of communicating by email or text may include:

- Misdelivery of emails or texts to an incorrectly typed address or number.
- Email and online accounts and phones can be hacked.
- Email is easier to falsify than handwritten or signed documents.
- Backup copies of email, texts, and online platform or application data may exist even after the sender or the recipient has deleted his/her copy.
- Employers and online services have a right to archive and inspect emails, texts, online communications and application data transmitted through their systems.

- Information sent via emails, texts, online platforms, and applications can be intercepted, altered, forwarded, or used without authorization or detection.
- Emails, online platforms, and applications can be used to introduce viruses into computer systems.
- Emails, texts, and online platform and application data can be used as evidence in court.

All emails and texts to or from clients concerning diagnosis or treatment will be filed as part of the patient record. Since the information will be considered part of the record, other individuals authorized to access the record will also have access to those emails. Note that all email may be retained in the record of the system sending the email.

COMMUNICATION VIA EMAIL, TEXT, ONLINE PLATFORM, OR APPLICATION SHOULD NOT BE USED FOR MEDICAL EMERGENCIES.

You have the option of choosing whether to communicate with me via email, texting, online platforms and/or applications and what information you wish to communicate. You do not have to consent to communication via email, texting, online platforms, or applications and communication can be handled in person or via phone call or mail. You may revoke any permission at any time in writing.

By consenting to communicate through email, text, online platform or application, you also agree to the following responsibilities:

- If you send a communication that requires or invites a response, and one is not given within a reasonable time frame, it is your responsibility to notify me that the communication was not received. You cannot assume that because it was not returned that it was received.
- It is your responsibility to schedule, confirm, reschedule, or cancel appointments.
- To the extent possible you should NOT use email, texting, online platforms, or applications to make disclosures about sensitive medical information such as: mental health treatment, drug, alcohol or substance abuse, information related to AIDS and HIV, and genetic information.
- It is your responsibility to inform me of any changes to your communication preferences including changes in mailing address, phone number, email address, or online account usernames.

Email: I DO/DO NOT consent to use email for Administrative Purposes
I DO/DO NOT consent to use email for Treatment purposes.

Other Conditions for emailing: _____

Texting: I DO/DO NOT consent to use texting for Administrative Purposes
I DO/DO NOT consent to use texting for Treatment purposes.

Other Conditions for texting: _____

Social Media

Requests to connect from current or former clients on social networking sites, such as Facebook, LinkedIn, Twitter, Pinterest, Google+ or other sites or apps, will not be accepted. Adding clients as friends on these sites and/or communicating via such sites is likely to compromise privacy and confidentiality. Please do not communicate with me via any social networking sites.

The ICFE has a professional Facebook page at www.Facebook.com/pages/Institute-for-Couple-and-Family-Enhancement. This account used to share general information related to mental health, parenting, romantic relationships, and couple or family

therapy. If you choose to “like” our Facebook page we assume that you are making an informed decision about how this may compromise your confidentiality. The fan list on the ICFE Facebook page is public information and easily accessed by anyone on the internet. The vast majority of our followers are not clients; however, there is a small risk that you could be identified as a client simply based on your decision to follow our page.

Business Review Sites

I may have listings on Google Place, Yelp, or other similar online services which include options for users to rate their providers and add reviews. These listings are not requests for testimonials, ratings, or endorsement from you as a client. You have a right to express yourself on any site you wish. But due to confidentiality laws, I cannot respond to any review on any site whether it is positive or negative. And like blog comments and other online communications, there are privacy risks. Please sign below to confirm your acknowledgements of the risk or text, email, and other communication tools, as well as your consent to communicate with you in the means you indicated above.

I recognize that technology is ever-evolving and that electronic communications cannot be fully protected from unauthorized interception. Understanding the risks of electronic communication via email or texting, I have indicated my preferences and consent for communications.

Client Signature Date

Personal Representative Signature (if applicable) Relationship to Client/Patient

Minor Signature (if applicable) Date