

Heather L. Rice, LMHC, PLLC

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INFORMED CONSENT FOR COUNSELING SERVICES

Counseling is a collaborative relationship that works, in part, because of clearly defined rights and responsibilities held by both client and therapist. Before commencing with counseling, it is important to know what your rights and responsibilities are as a consumer as well as what my rights and responsibilities are as a therapist. It is also important to know what kind of situations may limit these rights and responsibilities. Please read the following carefully, as it is designed to educate you about these issues. Please feel free to ask any questions during our initial appointment or in subsequent sessions. When you sign this document, it will represent a formal agreement between us.

Confidentiality

A main reason counseling works is because people feel safe, secure and confident that what they talk about in therapy stays in therapy. Confidentiality is the foundation of effective counseling. I will make every effort to ensure that information about your case is kept confidential. You should be aware there are certain legal and ethical requirements that specify conditions under which it may be necessary for me to discuss your case with other professionals. Such situations include:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Abuse of Children and Vulnerable Adults

If a client states or suggests that he/she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal authorities.

Prenatal Exposure to Controlled Substances

Mental health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

Insurance

I may confirm information about services to your insurance company if they request such information or to verify coverage and payment information. I may confirm information with your insurance company regarding services to determine your reimbursement as well.

Legal

If a client is involved in court or legal proceedings, I may be subpoenaed by a court to release records or provide information about treatment.

Record Keeping

As a record of our work together, I keep therapy notes. These notes are documentation that you have been here, indicate topics that we talk about, possible interventions that have been used, your response/my response to the session, and treatment plan or any other consideration that may be helpful to your work with me. I maintain your records in a secure location that cannot be accessed by anyone other than me.

Diagnosis

Diagnoses are technical terms that speak to your problem(s). These terms describe conditions, syndromes, and personality disorders. All diagnoses are outlined in the Diagnostic Statistical Manual (DSM-V). In order to receive payment/reimbursement for psychotherapy claims, the insurance company requires that I provide them with a diagnosis. This information becomes part of your record with them. Insurance companies are historically good about protecting your information as it pertains to HIPPA laws which are in place to protect medical information. I cannot control or be responsible for it.

Referrals

Sometimes a referral to a psychiatrist, nutritionist, medical doctor, or another therapist may be warranted or required in order for me to provide you with the best therapeutic care. A higher level of care may be needed beyond the scope of what I am able to provide. In these instances, a referral will be provided to you and I will work through the transition to another provider with you who will be better equipped to meet your needs.

Eating Disorders

Clients struggling with an eating disorder may be required to meet with a medical doctor and nutritionist for appropriate coordination of care. A team approach, in my experience, has been most effective in working with individuals struggling with eating disorders (working with a nutritionist, MD, and therapist who have regular communication and contact with one another).

A signed release will be required to the above individuals for optimal coordination of care. If a client fails to work within these guidelines, therapy will be terminated and a referral will be provided to another therapist who has experience with eating disorders.

Clients following treatment protocol, but not making progress in therapy where I believe in my professional opinion our therapeutic work together is not being successful/helping the client, or if the client requires a higher level of care, I reserve the right to terminate therapy and provide a referral to another provider or to a medical professional who can provide a higher level of care.

Involvement in Court

If you request my involvement in court, a fee of \$125 per hour will be charged for telephone consultations, note preparation, travel time, missed time during the work day, and testimony time. This fee is not payable by your health insurance company and is a fee that must be paid by the client out of pocket.

Cancellation Policy

You are responsible for keeping your scheduled appointments. If you fail to cancel a scheduled appointment or cancel with less than 24 hour notice, I cannot use this time for another client. Thus, if you miss the session without canceling or cancel within 24 hours notice, you will be billed for the session and are required to pay for it within 5 business days or at your next session, whichever comes first. This fee is not billable to your insurance and must be paid by you. This is non-negotiable.

Payment for Services

You are responsible for paying for your session at the time of service unless we have made other arrangements. If we have made arrangements where I will bill your health insurance, you are responsible at the time of service for any co-pays or fees associated with your particular health insurance contract. At times, health insurance companies indicate to me upon paying their portion of your bill, that you are responsible for an additional portion or fee for services. Should this occur, I will bill you for the remaining balance which must be paid within 5 days or at your next session, whichever comes first. My fee per 60 minute session is \$140.00 (A 60 minute session consists of 45 minutes of talk therapy and allows 15 minutes for your counselor to complete your session note). The initial intake session (first session) is \$160.00 per 60 minutes (45 minutes of talk therapy allowing 15 minutes for your counselor to complete your session note). If we decide to meet for a longer period of time, I will bill you on a prorated basis for the additional time. Emergency phone calls of less than 15 minutes will not be billed. The exception to this is if you develop a pattern of calling outside of your session. You will then be billed for my time. If you are receiving services based on our sliding fee scale, you are responsible for paying for your session at the time of service based on fees in which we have agreed and for which you have signed a binding contract. All out of pocket payments for services to include copays and other fees may be paid via Venmo to Heather-Rice-48 or via credit/debit card (there is an additional \$3.00 transaction processing fee for all credit/debit card transactions). Personal checks will not be accepted as payment. If you need a printed receipt to submit to your health savings account, please inform me at the start of session. All payments and fees will be collected at the start of session.

I am not willing to have patients run a bill with me. In my experience, this is not good for you, for me, or for our working relationship. If you fail to pay for two consecutive sessions, or have an unpaid outstanding bill, we will discontinue therapy until you are current with your payments. During financial hardship, I may be able to negotiate a temporary reduced fee or payment installment plan; this will be determined on a case by case basis.

Emergency Consultations

I am often not immediately available by phone and do not have on-call, and crisis counseling services available. Messages are typically returned within the same day, and no later than 24 business hours. If ever I will be unavailable for an extended period of time, I will provide you with a contact person or contact number, or if necessary, and appropriate referral. If you are experiencing a mental health crisis/emergency, and are unable to reach me, and feel that you cannot wait for me to return your call due to the emergency and/or need for immediate crisis intervention, please contact the following resources for assistance: 1.) CONTACT 24-hour crisis hotline (315) 251-0600; 2.) CPEP psychiatric emergency room (315) 448-6555; 3.) Call 911, or go to your nearest emergency room.

Additional Things to Consider

Counseling services can have risks as well as benefits. Attempting to deal with difficult thoughts, emotions, and behaviors is often upsetting. Modifying your behavior, altering beliefs, and facing realities of your life can be disruptive to the relationships in your life. As therapy progresses, you may find that strong feelings develop within the context of the therapeutic relationship. This is not uncommon and is something that should be talked about and worked through. Often, people feel worse before they feel better. Sometimes people feel worse and do not really feel better. If this happens, it is important to talk about this in therapy. It is important to consider these risks before entering into therapy and decide whether or not you feel the potential rewards outweigh the possible risks. Research indicates that most people who engage in therapeutic treatment benefit from services, but there are no guarantees of outcome or what you will experience.

Duration and frequency of therapy is typically decided by the nature of the problem, what you and I think is appropriate, and what is realistic depending on your financial situation. You are usually the one who decides when therapy is over. I hope that you end therapy because you have reached your goals and obtained what you wanted out of therapy. There are exceptions to this right. I have the right to end therapy for the following reasons: 1.) If I believe that the therapy is not helping you and that you would be better served by a referral to another practitioner or treatment modality. I will provide you with referral information to the best of my ability. 2.) If you do violence to, threaten either verbally or physically, or harass myself, my office, or my family in anyway, I reserve the right to terminate unilaterally and immediately from treatment. If I terminate you from therapy, I will provide you with referral information.

You can ask me questions about anything at any time. I am open to talking about the process of therapy, the rationale behind what I am doing, and discussing appropriate alternatives to treatment. If you feel things are not working out between us, you have the right to tell me and request a referral to another practitioner. If you have a problem with something I have done, I hope that you will talk with me about it and that we can resolve the issue to your satisfaction. If this is not the case, you are free to contact the New York State Department of Education and file a complaint to the Office of the Professions, Professional Misconduct and Discipline Compliant Hot Line, 1-800-442-8106 or conduct@mail.nysed.gov.

Patient Consent for Counseling

I have read the above consent statement and understand that I am entering into a therapeutic relationship. If I have any questions related to this, I have asked my therapist.

I agree to pay the \$160 fee for the initial (first) session and the \$140 fee per session or the fees per session agreed upon with Heather L. Rice, LMHC, PLLC. I agree to adhere to the 24-hour cancellation policy and will pay for sessions canceled with less than 24-hour notice. I understand my rights and responsibilities as a patient, including limits of confidentiality, and my therapist's responsibilities to me.

I acknowledge that I have read and understand the Heather L. Rice, LMHC, PLLC HIPPA privacy agreement (located in waiting room).

I agree to undertake counseling services with my therapist. I understand that I can terminate at any time for any reason. I understand that I have the right to refuse any requests or suggestions made by my therapist that I deem not to be suitable to me. While I understand that my therapist has knowledge and experience in this field, I recognize that I am the final authority of what I want to incorporate into my life from this counseling experience.

Client or parent/guardian signature: _____

Print Name: _____ **Date:** _____

If seeking couples counseling, 2nd client's signature: _____

Print Name: _____ **Date:** _____

Please retain this form and the preceding pages for your reference and records.

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If seeking couples counseling, 2nd client's signature: _____

Print Name: _____ **Date:** _____

Please submit this copy to your therapist.