

## Lara Hernandez, MS, LPC, LPA, ADHD-CCSP Attention Lab, PLLC

## **Client Agreement & General Consent to Treatment**

**Welcome!** It is important for you to be informed about the policies and procedures governing the services you will receive here, the fees charged for services, and your rights as a client. At the end of this statement there is a place for you to sign, indicating your general consent and agreement to treatment.

The treatment approach I primarily use is Cognitive Behavior Therapy (CBT) in order to assist individuals in recognizing how their thoughts and feelings and behavior influence each other. Through the use of CBT, individuals learn how to identify and change destructive or disturbing thought patterns that have a negative influence on behavior enabling them to feel more satisfied with their lives.

YOUR RIGHTS AS A CLIENT: You have all of the rights established by the State of Texas governing clinical practices. These include the rights of consent to treatment, of seeking disclosure from your clinician about his/her qualifications, of requesting a different clinician or therapist, of ending treatment at any time, of accessing the client grievance procedures, and of having your clinical record kept private (see "Confidentiality" below). You also have the right to have any tests, procedures, and recommendations explained to you in simple terms, and you have the right to refuse such tests, procedures, or recommendations. I am a Licensed Professional Counselor with the State of Texas and services provided will be in accordance with the Code of Conduct for LPC's as set forth by the LPC Licensing Board. I am also a Licensed Psychological Associate with the State of Texas and services provided will be in accordance with the Code of Conduct for LPA's set forth by the Texas State Board of Examiners of Psychologists. The LPC and LPA board are under the unbrella organization, Texas Behavioral Health Executive Council. If you have concerns about our counseling relationship, I encourage you to address them with me directly. For licensure and compliance information, you may call: (800) 821-3205, or visit the website www.bhec.texas.gov.

**CONFIDENTIALITY:** As a mental health professional, I am responsible for protecting the confidentiality of information concerning your treatment. Confidential information will not be revealed to other persons or agencies without your written permission, except when mandated or permitted by state and federal statutes. For complete information regarding the privacy practices of my practice, including those instances in which I am required by law to disclose information, please refer to the *Notice of Privacy Practices*. By federal law, you must review and sign the *Notice of Privacy Practices* before treatment can begin.

MINORS & PARENTS/GUARDIANS: Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law does not guarantee parents access to their child's records. For older teenagers (e.g., between 16 and 18) it is recommended that parents agree to waive their right to access their child's records because privacy in therapy is often crucial to successful progress. If parents agree to waive their right of access, a child's clinician can provide the parents with general information about the progress of the child's treatment and attendance at sessions. However, if there is a threat to self or others, I am obligated to inform the parent or guardian. If you need further information, please do not hesitate to ask.

Prior to the commencement of counseling services to a minor client who is named in a custody agreement or court order, I am required to obtain and review a current copy of the custody agreement or court order, as well as any applicable divorce decree. A copy of these documents will be maintained in the client's record.

If a client is 18 years or older I cannot legally release information to a parent or guardian without the permission of the client, even if the parent or guardian is paying for treatment.

FEES AND PAYMENT: Payment is due at the time of your appointment unless prior arrangements have been made. Therapy fees are \$285 for an initial 80-minute session, \$190 for a parent consultation/couples session (50 min), and \$175 for an individual session (50 min). Testing and other consultations will be handled individually. My rates may increase during our work together. I verbally notify clients of the rate change and try to provide a written notice via email as well. It is customary that I provide a 60-day grace period to current clients until the new rate takes effect, although this may vary. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment. You may pay by cash, check or credit card. Credit card transactions are processed through Ivy Pay, a HIPPA-secure platform for therapists. A credit card on file is required before scheduling a new patient appointment. You will see an initial \$1 charge and then \$1 refund on IvyPay to reserve your appointment.

**APPOINTMENTS:** Appointments are generally scheduled for one hour, which consists of a 50-minute face-to-face session with 10 minutes for record keeping and administrative tasks. Longer sessions may need to be scheduled for intake or couples sessions. Telephone calls or e-mail responses that exceed 15 minutes will be charged at a percentage of my hourly rate. Reminders of your appointments are provided as a courtesy.

**CANCELLATIONS:** Please cancel all appointments by phone or by email. **I do not accept text messages.** Cancellations should be made during business hours whenever possible. You are responsible for cancelling appointments in a timely manner (minimum of 24 hours) whenever possible to avoid a late cancellation charge. If an appointment is missed or canceled with less than **24 hours notice**, you will be charged for that session through Ivy Pay. Please be aware that your insurance company will not reimburse such charges.

**LEGAL PROCEEDINGS:** I do not provide testimony in legal proceedings; however, if you choose to subpoena either me or my records, you agree to pay for any required preparation time, for time out of the office, and for travel at a charge equal to my standard hourly rate.

**HANDGUNS & WEAPONS**: Please do not bring any type of weapon into the office.

**ELECTRONIC COMMUNICATIONS:** Many of my clients communicate with me via email or telephone. I utilize a cell phone for business purposes. My cell phone and computer are password protected. It is unlikely, however, possible, that my cell phone and/or computer could be intercepted by unauthorized individuals. It is important to understand that there are risks inherent with communicating by email.

You may only have access to e-mail at work, which means that your employer or co-workers may have access to your messages. If you have e-mail at home, other family members may also be able to access it. E-mail can also be altered or forwarded to unintended recipients.

If you choose to communicate confidential or private information with me via email, I will assume that you have made an informed decision about the risks of your email being intercepted or your confidentiality being compromised.

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**EMERGENCIES:** If you have an urgent concern, I will make every effort to schedule an appointment with you as soon as possible. **If you have a critical emergency, contact your psychiatrist or other physician, call 911 or the 24-hour hot line at 512-472-HELP.** You may leave a message on my voice-mail at any time, but do <u>not</u> leave an urgent message since these messages will probably not be reviewed until the next business day. I am not available outside of normal business hours (Monday through Thursday from 9 a.m. to 4:30), including electronic communications, although I may respond to you occasionally via e-mail at other times. E-mail should not be used to transmit urgent messages or messages that require an immediate response.

**SIGNATURE OF AGREEMENT:** If you do not have any questions or concerns after reading this form, please read and sign *The General Consent to Treatment* on the following page. If you do have questions, please discuss them with me before signing.

## **General Consent to Treatment**

I have read and understood the information contained in the *Client Agreement and Consent to Treat Form.* 

In signing this form, I acknowledge that:

- (1) I may withdraw from treatment at any time unless treatment is court ordered, and;
- (2) I am 18 years of age or over and have not been declared incompetent by a court of law, or;
- (3) I am the parent/legally-appointed guardian or other authorized adult of the client to be treated, if such client is 17 or younger, or;
- (4) although under 18 years of age, I am legally empowered to consent to treatment per the conditions outlined in the Texas Family Code.

I voluntarily consent to treatment as described in the *Client Agreement Form*, and will pay for services at the time of service.

I understand that this acknowledgement will be kept in my medical record for the purpose of providing treatment, pursuing payment, or other routine health care operations.

Client:			
Print Name		Signature and Date	
Parent or Legal Guardian o	f a Minor:		
Print Name		Signature and Date	
guardian present. If the clie	ent is a minor child	nis minor child to receive tre I of divorced parents, the signate pe provided prior to treatment.	<u> =</u>
Signature	Date	Signature	Date
Lara Hernandez, M.S., LPC		CSP Date	