



Client Agreement/Informed Consent

Welcome to Plumeria Counseling Center. This document contains vital information about our counseling services and business policies. Please read it carefully and let your therapist know if you have any questions.

Initial Assessment: Your first two sessions will involve an assessment of your therapy needs and goals. There are several possible outcomes of this initial assessment, as it is an opportunity for us to decide if working together may be beneficial for you. We will need to collect a lot of information about your mental health history as well as other legal, financial, health and other information. Providing some of this information is optional. If you have any questions, please feel free to ask your therapist.

Therapy Sessions (Individual, Couples, or Family therapy): Our standard Individual, Family, and Couple therapy sessions are typically 50 minutes long. Your therapist may decide to utilize other modalities which may incur different fees (i.e. phone sessions that are not covered by insurance). Should they choose to do so, you will be notified of the fees for that modality before sessions are scheduled.

You will be assigned a weekly slot at intake for a particular day and time. Your appointment with your therapist will be on this same day and time each week. We welcome and expect your active involvement in your therapy.

You and your therapist will agree on specific goals, such as symptom reduction, behavioral change, improved communication and/or interpersonal skills, the ability to return to work or school, etc. Your therapist will prepare a written treatment plan to help you reach your goals. You and your therapist will review your progress every 90 days. As therapy progresses, your goals may change and should be revisited with your therapist.

Cancellations: We expect you will attend all sessions and actively participate in therapy to resolve whatever has brought you to therapy.

You must provide at least 24-hour notice if you must miss an appointment or you will be billed a \$50 no show/late cancellation fee. (Group sessions have a separate contract).

You may email or leave a voicemail for your therapist at any time at our office reception will relay your message.

Repeated cancellations, even with notice, may mean that your appointment time will not be held for you.

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If you miss two scheduled appointments in one month or three scheduled appointments in twelve weeks, your case could be closed. Should you wish to return to services, you will need to call admissions and have your name put back on the waiting list and all no-show fee's must be paid before your next appointment is set.

Fees: Counseling services at Plumeria Counseling Center are performed by fully-licensed professionals, provisionally- licensed professionals (Interns), and graduate-level students. All interns have completed a master's degree program in their related field and are currently completing the clinical hours required for full licensure by their respective board of examiners. Senior Interns are in the latter half of their clinical internship, while Junior Interns are completing their first half of clinical hours. Fees for our therapists are as follows:

- Professionals: \$100-150/50-minute session; insurance or EAP
- Senior Interns: \$75/50-minute session; private-pay only
- Junior Interns: \$50/50-minute session; private-pay only
- Students: \$25/50-minute session: private-pay only

Payment: Payment is due on the date of service and should be submitted prior to the start of your counseling session. A service charge of \$35 will be charged for each check returned to Plumeria Counseling Center.

Termination of Treatment: How long you remain in therapy is a matter best discussed with your therapist. While it is your right to end therapy at any time, when you decide to end treatment we ask that you discuss this with your therapist beforehand.

If you schedule an initial session and do not attend or call us within 7 days of the missed appointment, we will consider that as a voluntary termination of services. If you wish to resume services, you will go back on the waiting list and complete the intake process again. We may or may not be able to reschedule you with the same therapist or on the same day and time.

If your therapist leaves Plumeria, we will assign you to another therapist.

You may be terminated for violating the provisions of this Informed Consent.

Group: Groups meet once a week at a set time and day, and members are expected to attend all sessions. Plumeria offers many kinds of groups. There is a separate group agreement you will be asked to sign at the time you prepare to join group.

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Fees: If Plumeria is billing your insurance, you are required to **pay your copay at the time the service is provided**. If your policy has an unmet deductible or denies payment based on lack of medical necessity, you will need to pay our full fee for service or talk to your therapist about payment.

If you fail to notify us when your insurance becomes active, you may accrue **significant** fees. If you have insurance and do not tell us until after the effective date has begun, then you will owe us the difference between the fee you are paying and the co-pay (if the co-pay is higher). If the co-pay is lower, we will credit the difference to your account. **You are responsible for knowing what mental health services your insurance policy covers. If you have questions about your coverage, call your plan administrator.**

If, after beginning therapy, your current fee creates a financial hardship, you must discuss this with your therapist before your next session. You may be eligible for a reduced fee, but this must be arranged prior to your next session. We do not adjust fees already accrued.

Counseling Goals, Purposes and Techniques:

At Plumeria, our therapists approach therapy from an integrative theoretical orientation, which means that we strive to choose approaches that will specifically help you and address your issues. Some examples include person-centered, humanistic, existential, inner child, cognitive behavioral, mindfulness based cognitive behavioral, narrative, acceptance and commitment, Rogerian, internal family system, rational emotive, relational-cultural, and systems.

A therapist helps clients with mental, emotional, cognitive, and behavioral difficulties. Psychotherapy is intended to help you reach a better understanding of specific problems or increased self-awareness. It is also intended to work toward improvement of the identified problems, offer support in problem solving, provide some symptom relief, and effect improvement in coping with daily life activities. Your progress in psychotherapy and its outcome depend on many factors, including, but not limited to; your level of motivation and desire to change, the effort that you put forth in following through with agreed upon therapeutic tasks outside of sessions, keeping your appointments, and your willingness to be open with your therapist as you work together.

Therapy may have both risks and benefits. It often involves discussing difficult or unpleasant aspects of your life, and you may experience uncomfortable feelings about these discussions, such as sadness, guilt, anger, and frustration. Some of the changes you make as a result of

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psychotherapy may not be welcomed by other people in your life. This may result in some strain in your relationships with family members and others. Therapy may disrupt a romantic relationship. Sometimes it is possible for a client's problems to worsen immediately after beginning therapy. Most of these risks are to be expected when people are making important changes in their lives.

On the other hand, research has shown that therapy may also be beneficial, leading to improvements in individual psychological health, communication and problem-solving skills, and relationship satisfaction. It is important to understand that there are no guarantees about what you may experience during therapy or how therapy may affect you.

Contacting Your Therapist

Other than session attendance, the only way your therapist should be contacted is by the office phone. Our office hours vary, and we are often not immediately available by telephone. We return calls within 12-24 hours during regular business hours.

In order to have your phone call returned you must leave your name and your phone number on the voice mail. Our phones do not record caller ID numbers and do not show us a record of who has called. You must leave a message if you wish us to return your calls.

If your therapist conducts a therapy session by phone private pay fees apply. Be sure to talk to your therapist beforehand.

If you experience a mental health emergency and your therapist is not available by telephone, you should utilize the emergency contacts numbers and agencies listed under: Emergency Situations.

Use of Electronic Communications:

Email and texting are for scheduling only. We do not use email/texting with clients regarding clinical matters as we cannot guarantee that it is confidential and secure. If you need to discuss a clinical matter between sessions, please call your therapist at their office telephone number and make appropriate arrangements.

Social Media

We do not engage in communication or relationships via social media with clients. This is for the protection of our agency, the protection of your confidentiality, and the protection of the therapeutic relationship. This includes not only Plumeria Counseling Center, but your therapist as well. Neither Plumeria or your therapist will communicate with you through social media,

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post anything about or with current or former clients through social media or accept “friend” requests from current or former clients. Plumeria and our therapists respect your confidentiality and your privacy and are bound by applicable state and federal laws and licensing requirements. Please treat our therapists with the same respect. If you

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see a post on social media made by Plumeria about an upcoming event, fundraiser, or other public

information you are free to share it. Please do not expect a conversation or interaction with Plumeria or any of our therapists through any social media site or app.

Clients’ Rights:

You have the right to:

- Be treated with respect for and protection of your dignity and to be provided care in a courteous, competent, and honest manner.
- Have all that you say treated confidentially and be informed of any state or federal laws placing limitations on confidentiality in the counseling relationship.
- Be informed of the qualifications of your therapist: education, experience, professional certifications, and license(s).
- Receive an explanation of services offered, your time commitments, fee scales, and billing policies prior to receipt of services.
- Be informed of the limitations of the therapist’s practice to special areas of expertise (career development, ethnic groups, etc.) or age group (adolescents, older adults, etc.).
- Ask questions about the therapy techniques and strategies and be informed of your progress.
- Participate in setting goals and evaluating progress toward meeting them.
- Be informed of who to contact in an emergency.
- Ask questions and receive answers about services.
- Be informed about the rules that will result in fees being charged to you.

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- Be informed about the rules that will result in discharge from the program if violated.
- Have your family involved in your treatment if you choose.
- Refuse family participation in your treatment if you choose.
- Request a different therapist than the one assigned to you after completing three sessions with your assigned therapist.
- Make complaints, have them heard, get a prompt response, and not receive any threats or mistreatments as a result.
- Refuse any service, therapeutic technique, process or theory, or discontinue services at any time

Clients' Responsibilities:

- Set and keep appointments with your therapist. Let your therapist know as soon as possible if you cannot keep an appointment.
- Pay your fees in accordance with the schedule you pre-established with your therapist.
- Terminate your counseling relationship with Plumeria before entering into arrangements with another non-Plumeria therapist.
- Terminate your treatment with other therapists before beginning treatment at Plumeria (This does not apply to other modalities such as; group therapy, couples' therapy, family therapy, substance use treatment).
- You are expected to respect the confidentiality of the people served by Plumeria Counseling Center.
- **You are expected to treat Plumeria staff and clients with dignity and respect. Any abuses of Plumeria staff and/or other clients may result in your immediate discharge and may warrant banning you from services.**

Billing your Insurance:

Please be aware that if you are on someone else's insurance policy, the insurance company may send "Explanation of Benefits" (EOB) notices to the policy holder listing the fees Plumeria billed to the carrier, the copay you paid, and the amount paid to Plumeria, along with the billing code that identifies the service as therapy.

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Insurance companies also require that we assign you a diagnosis in order to provide treatment. If you are concerned about which diagnosis your therapist is assigning to you, feel free to discuss it with them.

Emergency Contact:

Plumeria requires that you provide us with contact information for a person we can contact in case of emergency. This contact will only be used if we believe you or someone else is in immediate danger or if you become ill and unable to continue or depart therapy without assistance.

Phone Number

Emergency Situations:

In case of a mental health emergency outside of Plumeria's normal business hours we recommend that clients access the following resources:

- Seton Psychiatric Emergency Department, 512-324-7010, 601 East 15th Street, in the University Medical Center Brackenridge
- Crisis Hotline, 512-472-HELP (4357), Toll-Free: 844-398-8252
- Integral Care (MHMR)'s Psychiatric Emergency Services, Nadine L. Jay Bldg., 56 East Ave., Monday – Friday: 8 a.m. to 10 p.m., Saturday and Sunday: 10 a.m. to 8 p.m.
- Transgender Crisis Hotline, 877-565-8860

Confidentiality:

Expect that all communication and records related to your service will be treated as confidential and protected to the best of our legal ability. We expect that group participants will maintain the confidentiality for the identity of and issues shared by fellow group members. We also expect family members and significant others who attend therapy at Plumeria to maintain the confidentiality of other clients. However, please be aware that Plumeria cannot guarantee that other clients will abide by this expectation. Plumeria staff members meet regularly in supervision groups or consult with other professionals within the agency in order to provide our clients with the best possible service. Under certain circumstances, your therapist may be required to share confidential information within the bounds of ethical and legal guidelines. These limitations to confidentiality are:

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- When the client is believed to be an immediate danger to self or others
- When a therapist is told that abuse or neglect of a child or elderly or disabled person has occurred.
- This must be reported even if that abuse occurred in the past.
- This must be reported, even if it is not you who committed the act, but a third party who committed the abuse and/or neglect.
- Any sexual activity between a minor and an adult must be reported. This includes pornography involving a child.
- Any sexual activity between a child and a child who is three years older than the younger child must be reported.
- When a therapist is told about inappropriate behavior by a previous therapist, the therapist is obligated to report such behavior; however, the client's identity does not need to be disclosed if the client does not wish it.
- When records are court ordered or subpoenaed by a judge or a court.
- When you provide a written consent for release. You have a right to request to review your record and/or request an amendment or correction to your record.

Litigation Policy and fees for Court-Related Services:

Plumeria Counseling Center does not want to be involved in litigation. Plumeria does not provide court-related services, including, but not limited to: meeting with attorneys, depositions (in person or recorded), providing testimony (in person or recorded), and creating reports for court or court appearances. When engaged in court-related activities, your therapist must clear their schedule and not see other clients. This is unfair to other clients and seriously compromises our ability to attend to their care and treatment.

We do not want to be bound by subpoenas, interact with lawyers, or be legally compelled to disclose your confidential information in court. The nature of the therapeutic process often involves making a full disclosure regarding matters you have discussed in therapy, which may be extremely private, upsetting, or embarrassing. If you become involved in any legal issue while you are a Plumeria client, including but not limited to: divorce proceedings, custody disputes, or personal injury lawsuits, you agree that neither you nor your attorney(s) nor anyone acting on

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your behalf will subpoena records from this office or subpoena any therapist to testify in court, at a deposition, or in any legal proceeding.

By your signature below, you acknowledge our position and agree to abide by our litigation policy.

If you involve Plumeria your therapist in litigation or if you or your attorney(s) subpoenas Plumeria to provide your records, provide testimony (in person or recorded), or give a deposition (in person or recorded) in violation of this agreement, Plumeria will comply with lawfully issued subpoenas. However, the following policies will be applied:

- **The sliding fee scale does not apply to court-related services.**
- **You agree to pay** for all time expended in complying with lawfully issued subpoenas, including but not limited to preparation, record review, transportation charges (door to door), waiting time, and time spent testifying in court or deposition **regardless of which party issues the subpoena or compels Plumeria to comply.**
- If we are required to testify in court or give a deposition, **we will charge a fee of \$1200 per half day, \$2400 per day with a minimum fee of \$1200 to be charged**, per Plumeria representative compelled to appear.
- We charge \$300/hour for all other litigation-related activities, such as; preparation, records review, giving a deposition, waiting to testify at the courthouse/deposition location, travel time (door-to-door) to the courthouse/deposition location and back, consultation with the client's attorney, preparation of the records, in addition to the above-stated appearance fee.
- If we are required to testify in court or give a deposition outside of Travis County, we will charge a fee of \$1500 per half day, \$3000 per day with a minimum fee of \$1200 to be charged, per Plumeria representative compelled to appear.
- You also agree by your signature below to execute and sign a Credit Card Authorization and provide a valid credit card to ensure payment for the time we spend on your litigation. **We will require that you provide your credit card information in advance.** Charges that are not valid or honored by your credit card company will be payable by cash or money order within 10 business days or the bill will be sent to collections.

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- Payment for court-related services is non-refundable will be charged to your card at the time these services are provided.
- **No personal checks** will be accepted for court-related services.

Substance Use: Plumeria reserves the right to not begin or to terminate a session with a client believed to be under the influence of drugs and or alcohol. It will be your responsibility to find a safe method of transportation to leave Plumeria if you arrive under the influence of drugs and or alcohol.

Parents: If you are a parent, your participation in your child's counseling is important for long-term gains. You may need to learn a different way of interacting with your child to facilitate and maintain goals. We may ask for your feedback and views on your child's therapy, progress, and other aspects of their therapy and will expect you to respond openly and honestly.

Minors: When working with minor clients, we will initially meet with all involved parties, including the minor client and all parents or caregivers. Subsequent sessions will primarily be conducted with the client only. However, caregivers can expect to be an active part of their child's treatment and will be included in therapy sessions periodically at the therapist's discretion. It should be noted that there are special circumstances regarding the limitations to confidentiality when working with minors as opposed to adults. These distinctions will be discussed with the minor client and caregivers at the first session.

For minor clients who are 15-17 years of age, it is Plumeria policy to request that parents sign the Parental Consent to Give Up Access to Their Child's Mental Health Records. During treatment, the therapist will present parents consenting to this agreement with general information about the child's progress and attendance at scheduled sessions. Plumeria may also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's consent, unless the therapist feels that the child is in danger or is a danger to someone else, in which case the therapist will notify the parents of this concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and attempt to handle any objection the child may have.

If you are a parent or guardian who is consenting to treatment for a minor, by signing this Agreement you affirm that you are the parent or legal guardian of the child, that you have the legal right to consent to psychological treatment for the child, and that there has not been a divorce decree or any other court order that limits your ability to consent to the child's treatment.

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If the child's parents are divorced or never married, it is Plumeria's policy to require BOTH parents to consent to treatment, in compliance with any divorce decree or court order that may be in place. We will also require a copy of the divorce decree or court order prior to providing any services to the child.

We will not schedule an appointment for your child until all documentation has been received.

Children at Sessions

Plumeria is sensitive to the needs of families; however, we do not have the capacity to provide childcare while you are in your session. We do not allow children in counseling sessions unless they are the client. Children may not be left unattended in the waiting area.

Interactions Outside the Office

If a staff member from Plumeria, either your therapist or any other staff member, happens to encounter you outside of the professional setting we will not address you unless you address us first. This is for the protection of your privacy and to respect professional boundaries. We are happy to return a friendly greeting but will wait for you to take the initiative. Even if you initiate the interaction, we will not reference that you are or ever have been a client.

Complaints

We hope that you will discuss any dissatisfaction with your therapist's services directly with your therapist. All Plumeria staff are committed to trying to resolve your concerns. Any staff member can tell you how to file a grievance. The contact information for the State boards that license all Plumeria therapists is posted in the waiting area. If Plumeria staff members are unable to resolve your concerns, you may speak with Plumeria Counseling Center's Clinical Director.

By signing below, you are indicating that you have read and understand this informed consent statement and that any questions you have had about this document or the therapy process have been answered to your satisfaction. If we believe that you have violated this

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agreement, we reserve the right to terminate our professional relationships immediately and refer you to other mental health professionals.

Client, Parent or Guardian Signature Date

Client, Parent or Guardian Printed Name Date

Therapist Signature Date

Updated 9/24/2018

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