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INFORMED CONSENT FOR INDIVIDUAL THERAPY, TREATMENT AGREEMENT FOR COUNSELING SERVICES AND OFFICE POLICIES

Welcome to the Purposefully Driven office. This document contains important information about my professional services and business policies. Please read it carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us. If you decide that you do not wish to consent to these services and policies and, therefore, would not like to proceed with services here, there will be no charge for our meeting today.

We are a wellness/counseling clinic with licensed providers and several years of experience specializing in various models of counseling. We value our relationship with our clients and believe that such relationship is the beacon in the healing process. We aspire to create a space that honors respect, trust, individuality, support, and growth for both our clients and therapists.

We believe that everyone is unique and has his own way of addressing resolutions. Thus, we believe in a wellness model that helps our clients empower themselves by focusing on what works for them and not in a systematic approach that provides a generic procedure on working on a treatment. One's journey is not the same as the other and will vary in topics, durations, therapy models, interventions, and skills.

COUNSELING SERVICES

I conceptualize psychotherapy from a systems perspective, in which the experience(s) of an individual is interrelated, both influencing and being influenced by the behaviors of the other member(s) of the individual's relationship(s) or family. Within this general framework, I generally approach therapy from an integrative theoretical orientation, which means that I choose theoretical models suited to the presenting issues and concerns of each client. For example, I typically draw from cognitive-behavioral theory to address communication skill deficits, whereas insight-oriented approaches may be better suited to address emotional relationship trauma. I have formal training in cognitive-behavioral therapy (CBT), eye movement desensitization and reprocessing (EMDR), compassion fatigue, secondary trauma, and burnout professional; and continue educating myself on others like rational emotive behavior therapy (REBT), Jungian, dialectical behavioral therapy (DBT), trauma-focused cognitive behavioral therapy (TF-CBT), and child family traumatic stress intervention (CFTSI). I view psychotherapy as a collaborative task, in which you take an active role in working toward your goals, both within and between sessions.

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 improvement in coping with daily life activities. Your progress in psychotherapy and its outcome depends upon 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 session, keeping your appointments, and your willingness to be open with me as we 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 because of psychotherapy may not be welcomed by other people in your life. This may result in some strain in your relationships with family and others. Therapy may disrupt a romantic relationship. Sometimes, too, 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.

INITIAL ASSESSMENT

Our first session, and possibly the first few 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.

If my therapeutic approach appears to fit with your individual goals, I will offer you some first impressions of what our work will include if you decide to continue with therapy. I encourage you to evaluate this information, along with your own opinions of whether you feel comfortable working with me, in deciding whether to continue with therapy. If you have any questions about my procedures during the initial assessment, or at any point in subsequent treatment, please bring them to my attention.

Therapy involves a large commitment of time, money, and energy, so you should be careful about the therapist you select. If you decide to continue with treatment, then we will move toward scheduling therapy sessions. If, after our initial assessment, you believe that you would be more comfortable working with another mental health provider or I believe that another mental health provider may be better suited to assist you with your specific concerns, I will be happy to provide referrals.

THERAPY SESSIONS AND ATTENDANCE

If psychotherapy is begun, I will typically schedule therapy sessions (55 minutes duration for one session and 110 minutes for a double session) at mutually agreeable interval. Once an appointment hour is scheduled, you will be expected to pay for the session unless you provide **24-hours** advance notice of cancellation, except in the case of a personal emergency. If you determine more than **24 hours** in advance that you may be unable to attend, please contact me so that you can schedule an alternative time.

Together we will typically agree on specific goals for therapy, such as symptom reduction, behavioral change, improved communication and/or interpersonal skills, the ability to return to work or school, and I will prepare a written treatment plan. Goals will likely change as the therapy progresses and should be renegotiated accordingly. The therapeutic approach used will vary and should be discussed with me whenever you have questions or when you believe therapy is not helpful.

How long you remain in therapy and the frequency of sessions is a matter best discussed while we work together to achieve your goals. While it is your right to end therapy at any time, when you decide to end treatment, it is in your best interest to discuss this with me beforehand.

<u>Parents</u>. 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 dealing with your child to facilitate and maintain gains. I will ask for your feedback and views on your (your child's) therapy, progress and other aspects of the therapy and will expect you to respond openly and honestly.

<u>Minors</u>. When working with minor clients I will initially meet with all involved parents or caregivers before meeting with the client. From that point forward all discussions about clinical matters and concerns about the client will be done in the presence of the minor. Meetings without the client present tend to undermine the trust and therapeutic relationship. How frequently caregivers attend is something that can be negotiated at the outset of treatment and can be adjusted as needed. If one parent has custody of the minor, then documentation identifying the managing conservator will be required before treatment begins.

TERMINATION OF TREATMENT

I hope we will mutually agree about when you have met your treatment goals, so we can schedule final sessions to review your progress and develop a plan to help protect your relationship from future distress. However, there are a few instances in which I may terminate our work together before reaching that point. If I believe that my approach and training is no longer appropriate for your specific concerns, or that either of you are not benefitting from treatment, I will inform you that I can no longer provide services and give you referrals to other mental health professionals who may be better suited to meet your needs.

I understand that any termination may be difficult, but my decision on this matter will be final. If you request and authorize it in writing, I will confer with your new therapist to help with the transition. Upon termination of therapy for any reason, the termination will be confirmed in writing.

If you choose to involve the legal system in our work together by issuing a subpoena for my treatment records or my testimony in court, this will represent a conflict of interest for me, and I may terminate our therapeutic relationship and provide referrals to other providers.

In addition, if you schedule a session and do not attend the session or call me within 7 days of that appointment, or if you have discontinued therapy sessions for 90 days or more, I will understand that as a termination in our services. If you wish to resume services after this occurs, please contact me.

PROFESSIONAL FEES

My hourly fee for a single therapy session is \$135.00. In addition to therapy appointments, I may charge my standard \$135.00 hourly fee for other professional services you may need, although I will prorate the hourly cost if I work for periods of less than one hour. Other services may include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

LITIGATION POLICY AND FEES FOR COURT-RELATED SERVICES

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (including but not limited to divorce and custody disputes, injuries, lawsuits, etc.), you agree that neither you, your attorneys or anyone acting on your behalf will subpoena records from my office, or subpoena me to testify in court or in any legal proceeding. By your signature below, you agree to abide by this agreement.

If I am subpoenaed to provide records or testimony in violation of this agreement, you acknowledge and agree that you will pay for all of my professional time, including preparation and transportation charges, regardless of which party issues the subpoena or requires me to testify.

If I am required to testify in court or give a deposition in Potter and/or Randall County, the hourly fee of \$250 per hour for a minimum of 4 hours (\$1,000.00) and this includes preparation time, travel time and attendance at any legal proceeding. If I am required to testify in court or give a deposition outside of Potter and/or Randall County, the hourly fee will be \$250.00 for a minimum of 6 hours (\$1,500.00). If the testimony or deposition exceeds 4 hours (Potter and/or Randall County) or 6 hours (outside Potter and/or Randall County) there will be an additional charge of \$250.00 per hour for every hour spent in court or deposition.

When I go to court or give a deposition, I must clear my schedule and not see other clients, so there is a 48-hour cancellation policy for court and depositions. For example, if the court appearance or deposition is scheduled for Monday, this office must be notified of any cancellation no later than Noon on the Thursday before. Any cancellations that occur within the 48-hour time frame of the court appearance or deposition are **NON-REFUNDABLE**.

I will accept cash, money order, cashier's check, MasterCard, Visa or Discover for payment of time related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES**. All payments are due 48 hours prior to the scheduled court appearance or deposition, and no later than 12:00 Noon on Thursday if the court hearing/deposition is scheduled for a Monday.

If I am subpoenaed by one party to provide records or testimony in violation of this agreement, I also reserve the right to terminate our professional, therapeutic relationship immediately and refer you to other mental health providers.

I will NOT provide custody evaluations or recommendations regarding access to or visitation with minor children. I will NOT provide medication or prescription recommendations. I will NOT provide legal advice. None of these activities are within scope of my practice.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Payment may be made in the form of cash, personal checks, or credit cards.

I am in the network for several insurance companies; however, I do not submit the claims for services at this time. If you wish to have your insurance pay for our counseling services, please let me know and I can provide you with the necessary documents to submit the claims for reimbursement. Please be aware that it is your responsibility (not your insurance company) to pay the fees for each service provided. You are responsible for knowing what mental health services your insurance policy covers. If you have questions about the coverage, call your plan administration.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

CONTACTING ME

Other than session attendance, the only way I may be contacted is by the office phone, (806)542-3236. My office hours vary, and I am often not immediately available by telephone.

I routinely return calls within 12-24 hours during regular business hours, Monday through Friday, 9:00 a.m. to 5:00 p.m. If you are difficult to reach, please inform me of some times when you will be available when leaving a message. Please set your phone to accept private calls, otherwise I may be unable to reach you.

If you experience a life-threatening emergency, and I am not available by telephone, you should go immediately to the nearest hospital emergency room and request to see a mental health professional. Another option is to call 911. If you are suicidal, you can call the 1(800)273-8255. If you have insurance, you can call the number listed on the back of your card and get a referral to an in-network psychiatric hospital for consultation with an intake specialist.

USE OF ELECTRONIC COMMUNICATIONS

Electronic Communication

I strive to be available to my clients as often as possible; however, please understand that I may not always be available by phone or email outside of sessions. Emails and phone calls that are brief (under 5 minutes) and are focused on scheduling will not incur a charge. Emails and phone calls requiring therapeutic support, advice or communication with other professionals will be charged the rate listed above.

My email services are not encrypted and therefore I cannot guarantee security when communicating via email. For this reason, I request that you not communicate confidential information or suicidal/homicidal ideation in emails. If you are unable to reach me for any reason, you will need to contact the following numbers for support:

For Medical Emergencies: 911 For Psychiatric Emergencies (Potter County): (800)758-3344 For Psychiatric Emergencies (Randall County): (800)758-3344 National Suicide Prevention/Crisis Hotline: (800) 273-TALK

I do not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as the therapy relationship. If you happen to encounter me by accident through social media or the internet, please feel free to discuss this with me in session. I do not accept "friend" requests from current or former clients on my psychotherapy related profiles on social networking sites since these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites.

I would never post information about a client on a public website. I ask that you respect my privacy and refrain from posting any "reviews" or other information regarding my practice or me on any website such as Psychology Today, Google, or other forum for posting public reviews of health care providers. By your signature below, you agree that you will not post any "review" or any other information on any website without my prior written permission. If I believe that you have violated this agreement, I reserve the right to terminate our professional relationship immediately and refer you to other mental health professionals.

INTERACTIONS OUTSIDE THE OFFICE

If we happen to encounter each other outside of the professional setting I will not address, you unless you address me first. This is also for the protection of your privacy from those either of us may be with. I'm happy to return a friendly greeting but will allow you to take the initiative if you would prefer to do so.

PROFESSIONAL RECORDS

Documentation of sessions consists of a summary of each meeting and may include general issues addressed, possible symptom presentation or change, level of functioning, mental status, diagnosis, and treatment plans. Texas law requires that I maintain appropriate treatment records for at least 7 years from the last date of service. If the client is a minor child, I must maintain treatment records for 5 years from the date the child turns 18.

As a client, you have the right to obtain a copy of your records upon submission of a written authorization. The records of your treatment will contain confidential information about you. Texas law requires that all requests to review or obtain copies of your records must be made in writing. In my practice, I require that clients sign an appropriate authorization before I release any records to them.

Records of therapy can be misinterpreted and/or can be upsetting to lay readers. If you request a copy of your records, I will provide them to you within 15 days of receiving the request unless I believe that to do so would endanger your life or the life of another person. If I believe that I must withhold the records due to a situation involving life endangerment, I will write you a letter to explain my reasons for withholding the records and your options.

I have determined that a reasonable, cost-based charge for providing you with a paper copy of your records will be \$25.00 for the first for the first twenty pages and \$.50 per page for every copy thereafter. For electronic copies of records, I have determined that a reasonable cost-based fee is \$25 for 500 pages or less and \$50 for more than 500 pages. By law, I am not required to provide copies of requested records until the fee is paid.

LIMITS ON CONFIDENTIALITY

In general, the privacy of all communications between you and a therapist is protected by law, and I can only release information about our work to others outside your relationship with your written permission. But there are a few exceptions outlined below:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. I cannot 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 you (and/or your attorneys) can take steps to contest the subpoena. If you do nothing to contest the subpoena after being notified by me, I will obey the subpoena.

- 2. If I believe that you are a danger to yourself or to other persons, I will contact medical or law enforcement personnel.
- 3. If you disclose information that leads me to suspect that a minor, elderly, or 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 related to your therapy, I am allowed to use confidential information to defend myself.
- 5. If a court order or other legal proceeding or statute requires disclosure of your information, I will obey the court order or the law.
- 6. If you waive the rights to 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. The client has the right to remain anonymous when the report is filed.

Most insurance companies require a clinical diagnosis to reimburse for treatment. Some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their possession. Medical data has been also reported to be legally accessed by enforcement and other agencies, which may place you in a vulnerable position. The safest way to protect confidentiality is to pay cash for treatment. Please keep in mind, however, that all protected health information may be subject to disclosure pursuant your request, subpoena, or court order in judicial or administrative proceedings.

By your signature below, you acknowledge that you have been advised of these limits to confidentiality and potential risks. If you elect to use your insurance coverage to pay for treatment, I will assume that you have evaluated the stated risks and elected to proceed.

PLAN FOR PRACTICE IN CASE OF DEATH OR DISABILITY

In the event of my death, incapacity or disability, I have made arrangements for another therapist to take over my practice, meet with clients, make appropriate referrals to other providers, if necessary, and take all reasonable steps to manage the practice for the benefit of my clients. By your signature below, you authorize my designee to contact you directly, and use and disclose your confidential mental health information and records for the stated purposes.

COMPLAINTS

You have a right to have your complaints heard and resolved in a timely manner. If we cannot work things out to your satisfaction you may inform your insurance carrier and file a complaint with them or with my licensing board: The Texas Behavioral Health Executive Council, (512) 305-7700. 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.

Please Initia	<u>[</u>	
		sed therapeutic treatment and I give lth treatment by Purposefully Driven.
		is \$135.00 for each individual ed regarding fees related to legal ren's litigation policy and I agree to
	I understand that the counseling ses	sion is 55 minutes in length.
	I agree to pay \$75.00 for any missed appointments. To avoid a fee, please give 24 hours advanced notice if you must cancel or reschedule a appointment.	
	I understand that if I am experiencing emergency, I have been advised to room, and I agree to abide by these is	dial 911 or go to nearest emergency
I agree to conit in writing. this Agreeme	ne above Agreement carefully; I undersonely with them. I agree that this Agre I understand that any written revocatent and must be provided to Purposef Agreement has the same force and effe	ement will stay in effect until I revoke tion must be dated AFTER the date of ully Driven employee/contractor. A
, , ,	ure below, I also acknowledge that I h vacy Practices.	ave received and read the HIPAA
Signature of	Client or Parent	Date Signed
Printed Nam	e of Client	