**Informed Consent for Counseling and Psychotherapy for KM Counseling Services, PLLC**

**Mental Health Services**

KM Counseling Services, PLLC recognize that it may not be easy to seek help from a mental health professional. We hope that with my help you will be better able to understand your situation and feelings and will be able to move toward resolving your difficulties. As your therapist, we will strive to help you grow toward greater health and wholeness by providing counseling services within a biopsychosocial, cognitive-behavioral perspective. We will work within the context of each individual’s beliefs, and no attempt is made to impose a personal theology.

**Therapist**

Your therapist is a licensed professional counselor or licensed professional counseling intern who is engaged in providing mental health care services to clients through KM Counseling Services a Professional Limited Liability Company. Your therapist has discussed with you the various aspects of psychotherapy. This includes a discussion of the evaluation and diagnostic formulation, as well as the method of treatment. The nature of the treatment has been described, including the extent, its possible side effects, and possible alternative forms of treatment. You may withdraw from treatment at any time, but please discuss this with your therapist prior to your withdraw.

**Appointments and Cancellations**

Appointments are made by calling 210-919-2911, Monday through Friday between the hours of 9:00 am and 5:00 pm. Please call to cancel or reschedule at least 24 hours in advance, or you will be charged for the missed appointment. Third-party payments will not usually cover or reimburse

missed appointments. Medicaid clients are not charged a fee per the law. Clients who repeatedly miss appointments may be discharged from services (see the No Show & Cancellation Policy form). KM Counseling Services, PLLC reserves the right to cancel your appointment if you show up sick or with minor children that might interfere with the counseling session.

**Number and Length of Sessions**

The number of sessions needed depends on many factors and will be discussed in the initial intake session. The length of therapy sessions range depending on several factors, and your therapist will discuss this with you.

**Relationship**

Your relationship with your therapist as a part of KM Counseling Services, PLLC is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that your therapist not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. Your therapist cares about helping you but she is not in a position to be your friend or to have a social and personal relationship with you. Gifts, bartering, and trading services are not appropriate and should not be shared between yourself and your therapist.

**Goals, Purposes, and Techniques of Therapy**

There may be multiple interventions used to effectively treat the problems you are experiencing. It is important for you to discuss any questions or concerns you may have regarding the treatment recommended by the therapist and to have input into setting goals of you or your child’s therapy. As therapy progresses, these goals may change.

**Confidentiality**

Discussions between a therapist and a client are confidential. No information will be released

without the client’s written consent unless mandated by law. Possible exceptions to confidentiality include but are not limited to the following situations: child abuse; abuse of the

elderly or disabled; abuse of patients in mental health facilities; sexual exploitation; AIDS/HIV

infection and possible transmission; criminal prosecutions; child custody cases, suits in which

the mental health of a party is an issue; situations where the therapist has a duty to disclose, or

where, in the therapist’s judgment, it is necessary to warn, notify, or disclose; fee disputes between therapist and the client; a negligence suit brought by the client against the therapist; or

the filing of a complaint with a licensing board or other state or federal regulatory authority.

If you have any questions regarding confidentiality, you should bring them to your therapist’s attention. By signing the Receipt form for the *Informed Consent and Privacy Practices*, you are giving your consent to KM Counseling Services, PLLC to share confidential information with all persons mandated by law, with the agency that referred you, and the managed care company and/or insurance carrier responsible for providing your mental health care services and payment for those services. You are also releasing and holding harmless the therapist and KM Counseling Services, PLLC from any departure from your right of confidentiality that may result.

**Duty to Warn**

In the event that your therapist reasonably believe that the client is a danger, physically or

emotionally, to themselves or another person, consent is given for the therapist to warn the

person in danger and to contact any person in a position to prevent harm to themselves or another

person, including law enforcement and medical personnel. This authorization shall expire upon the termination of therapy.

By signing *Informed Consent and Privacy Practices* form, you acknowledged that you have the right to revoke this authorization in writing at any time to the extent KM Counseling Services has not taken action in reliance on this observation. You further acknowledge that even if you revoke this authorization, the use and disclosure of your protected health information could possibly still be permitted by law as indicated in the Notice of Privacy Practices section of this form. You acknowledge that you have been advised by the therapist of the potential of the re-disclosure of your protected health information by the authorized recipients, and that it will no longer be protected by the federal Privacy Rule. You further acknowledge that the treatment provided to you by the therapist was conditioned on you providing this authorization.

**Risks of Therapy**

Clients often learn things about themselves that they don’t like. Often growth cannot occur until past issues are experienced and confronted, often causing distressing feelings such as sadness and anxiety. The success of therapy depends upon the quality of the efforts of both the therapist and client, along with the reality that clients are responsible for the lifestyle choices/changes that may result from therapy.

**Payment for Services**

The charge for your initial one-hour session (60 minutes for Intake Session) is $100.00 and the charge for any subsequent one-hour (50 minute) session is $100.00. Shorter sessions will be a percentage of the full fee. **KM Counseling Services, PLLC will look to you for full payment of your account, and you will be responsible for payment of all charges**. If you have insurance, different copayments are required by various group coverage plans. Your copayment is based on the Mental Health Policy selected by your employer or purchased by you. In addition, the copayment may be different for the first visit than for subsequent visits. You are responsible for and shall pay your copay portion of the therapist’s charges for the services at the time services are provided. **You are responsible for notifying KM Counseling Services, PLLC immediately of any changes to your insurance.** If you fail to notify us of any changes to insurance, you may be billed for services that are not covered.

Whomever brings the child to their appointment will be held financially responsible for the fees associated with the session. In the case of a divorced family or one in which there is a current custody dispute, the parent or guardian bringing the child to the appointment will be held financially responsible for the fees associated with the session. Session fees will not be split between parents and any such issues of that nature should be taken care of between the parents or guardians of the child.

**Custody and Custody Disputes**

At the initial session, any and all legal paperwork concerning consenter of the child’s medical treatment will be presented to the therapist who will make a copy and add it to the child’s record. This includes the latest custody paperwork and/or divorce decrees. If a legal parent or guardian is not present at the initial intake session, the therapist will make an attempt to contact them prior to the second appointment or will allow the parent/guardian present at the initial appointment to contact them and give them the therapist’s contact information. It is each parent/guardian’s decision whether they would like to be involved in their child’s treatment.

**Court**

Although it is the goal of the therapist to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. In the event disclosure of your records or the therapist’s testimony are requested by you or required by law, you will be responsible for and shall pay the costs involved in producing the records and the therapist’s rate of $125.00 per hour for giving that testimony. In certain cases, it may be required to pay additional therapist court fees due to time spent preparing for testimony and/or time spent traveling for court. The therapist’s court fees are paid by the party (or party’s representing attorney) who issued the subpoena. Such payments are to be made at the time the services are rendered by the therapist. All court cases and potential fees will be discussed with the therapist upon receipt of the subpoena prior to court. The therapist may require a deposit for anticipated court appearances and preparation.

In the case of custody battles, KM Counseling Services, PLLC and associated therapists will not make any recommendations concerning custody placement of the client, visitation schedules, or any other recommendations concerning the custody hearing. If a child is being brought to counseling for the sole purpose of seeking recommendations for court, the therapist, may refer the child and family to another professional.

**After-Hour Emergencies**

KM Counseling Services, PLLC does not provide after hour emergency services. If you have an after-hour emergency, you should call 911 or head to your nearest emergency room to seek medical attention. Mental Health Hotlines:

* Center for Health Care Services (San Antonio)
  + (210) 223-7233
* Hill Country MHDD (New Braunfels)
  + (877) 466-0660
* National Suicide Prevention Lifeline
  + (800) 273-8255

**Therapist’s Incapacity or Death**

In the event the therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of client records. By signing the *Informed Consent and Privacy Practices Receipt*, you give your consent to another licensed mental health professional as predetermined by KM Counseling Services, PLLC to take possession of your files and records and provide you with copies upon request, or to deliver them to a therapist of your choice.

**Consent to Treatment**

By signing the *Informed Consent and Privacy Practices Receipt*, you voluntarily agree to receive mental health assessment, care, treatment, or services and authorize the therapist to provide such care, treatment, or services as are considered necessary and advisable. Signing indicates that you understand and agree that you will participate in the planning of your care, treatment, or services, and that you may stop such care, treatment, or services at any time. By signing the *Informed Consent and Privacy Practices Receipt*, you acknowledge that you have both read and understood all the terms and information contained herein. Ample opportunity has been offered for you to ask questions and seek clarification of anything that remains unclear.

**Contact Information**

By signing the *Informed Consent and Privacy Practices Receipt*, you are consenting for KM Counseling Services to communicate with you by mail, e-mail, and phone at the address and phone numbers provided at the initial appointment, and you will immediately advise KM Counseling Services, PLLC in the event of any change. You agree to notify your therapist if you need to opt out of any form of communication.

**Notice of KM Counseling Services, PLLC Privacy Practices**

This notice tells you how KM Counseling Services, PLLC may make use of your health information, how we might disclose your health information to others, and how you can get access to the same information.

Please review this notice carefully and feel free to ask for clarification about anything in this

material you might not understand. The privacy of your health information is very important to

us and we want to do everything possible to protect that privacy.

We have a **legal responsibility** under the laws of the United States and the state of Texas to keep

your health information private. Part of our responsibility is to give you this notice about our

privacy practices. Another part of our responsibility is to follow the practices in this notice.

This notice took effect on September 1, 2015 and will be in effect until we replace it. We have the right to change any of these privacy practices as long as those changes are permitted or required by law.

Any changes in our privacy practices will affect how we protect the privacy of your health

information. This includes health information we will receive about you or that we create. These changes could also affect how we protect the privacy of any of your health information we had before the changes. When we make any of these changes, we will also change this notice and give you a copy of the new notice.

When you are finished reading this notice, you may request a copy of it at no charge to you.

If you request a copy of this notice at any time in the future, we will give you a copy at no charge

to you.

If you have any questions or concerns about the material in this document, please ask us for

assistance, which we will provide at no charge to you. *Here are some examples of how we use*

*and disclose information about your health information*. We may use or disclose your health

information…

1. To your physician or other healthcare provider who is also treating you.

2. To anyone on our staff involved in your treatment program.

3. To any person required by federal, state, or local laws to have lawful access to your treatment program.

4. To receive payment from a third party payer for services we provide for you.

5. To our own staff in connection with our operations. Examples of these include, but are not limited to the following: evaluating the effectiveness of our staff, supervising our staff, improving the quality of our services, meeting accreditation standards, and in connection with licensing, credentialing, or certification activities.

6. To anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization in writing anytime you want. When you revoke an authorization it will only effect your health information from that point on.

7. To a family member, a person responsible for your care, or your personal representative in the event of an emergency. If you are present in such a case, we will give you an opportunity to object. If you object, or are not present, or are incapable of responding, we may use our professional judgment, in light of the nature of the emergency, to go ahead and use or disclose your health information in your best interest at that time. In so doing, we will only use or disclose the aspects your health information that is necessary to respond to the emergency.

8. To the appropriate State agency if, we suspect the neglect or abuse of a minor or adult. If, in our professional judgment, we believe that a patient is threatening serious harm to another, we are required to take protective action, which may include notifying the police, or seeking the client’s hospitalization. If a client threatens to harm him or herself, we may be required to seek hospitalization.

We will not use your health information in any of our marketing, development, public relations, or related activities without your written authorization. We cannot use or disclose your health information in any ways other than those described in this notice unless you give us written permission.

*As a client of KM Counseling Services, PLLC, you have these important rights*:

A. With limited exceptions, you can make a written request to inspect your health information that is maintained by us for our use.

B. You can ask us for photocopies of the information in part “A” above. There will be a $5.00 charge for copies made. If you need copies of your health information due to a Third party request, we will charge a fee of $25.00 for the first 10 pages, then $1.00 for each additional page.

D. You have a right to a copy of this notice at no charge.

E. You can make a written request to have us communicate with you about your health

information by alternative means, at an alternative location. (An example would be if you

request that we contact you on an alternative phone number other than your residence, or

if your primary language is not spoken). Your written request must specify the alternative means and location.

F. You can make a written request that we place other restrictions on the ways we use or

disclose your health information. We may deny any or all of your requested restrictions. If we agree to these restrictions, we will abide by them in all situations except those which, in our professional judgment, constitute an emergency.

G. You can make a written request that we amend the information in part “A” above.

H. If we approve your written amendment, we will change our records accordingly. We will also notify anyone else who may have received this information, and anyone else of your

choosing.

I. If we deny your amendment, you can place a written statement in our records disagreeing

with our denial of your request.

J. You may make a written request that we provide you with a list of those occasions where we or our business associates disclosed your health information for purposes other than

treatment, payment, or your therapist’s operations. This can go back as far as six years, but not before September 1, 2015.

K. If you request the accounting in “J” above more than once in a 12-month period we may

charge you a fee based on our actual costs of tabulating these disclosures.

L. If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice you may complain to us in writing to the following person: KM Counseling Services, PLLC, 19315 FM 2252 #310, Garden Ridge, TX 78266.

M. You may also submit a written complaint to Texas State Board of Professional

Counselors. We will provide you with that address upon written request.