



Informed Consent & Counseling Agreement

Dear Client,

This document is intended to inform you about Olive Branch Counseling and Training, our record keeping practices, fees for service, disclosure of health information, and the nature and expectations of a professional counseling relationship between counselor and client.

Our background: The counselors at Olive Branch Counseling and Training are Licensed Professional Counselors and have several years of experience working with clients in a variety of settings. We are serious about following our licensing board rules and abiding by our code of ethics, both of which are in place to protect you. Several of us have additional training and certifications in specialized areas. We will always consider your unique situation and set of needs when assigning your counselor to you.

Our philosophy: We truly value the therapeutic relationship between counselor and client and believe it is the key ingredient to sparking change and healing in the lives of my clients. We believe in a wellness model as opposed to a medical model. While a medical diagnosis may be required for insurance purposes, it is not our intention to determine what is “wrong” with clients but rather to focus on what is right and already working for them in their life. We believe in empowering clients and using a wide variety of techniques and interventions to make meaning of their experiences to be able to move forward on their journey.

Our relationship: The nature of the counselor-client relationship is professional. Our contact will be limited to our scheduled sessions and brief calls/texts to schedule future appointments. It is always best to share information in session where you can have our full attention and it can be documented as needed. *Long texts, voicemails and other forms of communication that are not face-to-face are discouraged and not in your best interest for quality treatment.* Social invitations and offers of that nature will politely be turned down in honor of our code of ethics associated with our licensing board. If we should see each other in public. We will keep confidentiality and not initiate contact. However, if you see us and would like to greet us, we are happy to say hello. Anything you share in sessions is held in confidence and will not knowingly be shared with another person without your written consent.

Risks and Benefits of Counseling: While counseling is often found to be beneficial to clients as a means to gain self-awareness, coping skills and a sense of empowerment to move through troubling times, it is possible that clients will experience difficult emotions at times throughout the process. While this may happen, keeping consistent appointments and a commitment to yourself and your healing is best. It is our promise to always see you as a valuable, worthwhile human being and always our desire to offer the guidance and tools necessary for you to reach your counseling goals. Traditionally, clients who speak honestly and openly in session find this propels them forward in their self-awareness, progress towards their goals and ultimate healing.

Assessments/Evaluations: Most evaluations can be completed in 1 to 2 visits with each visit/session lasting 1 to 2 hours. In the initial session or first hour, you can expect Dr.Garcia to get to know you and ask questions about your current struggles and concerns. The second session or second hour will consist of a battery of psychological assessments that may include screening tools or more comprehensive assessments to help make up a diagnostic impression. In many cases screening tools are sufficient enough to assess a diagnostic impression, but in some cases a more comprehensive assessment may be necessary to provide a higher level of evaluation. This will be discussed with you thoroughly during your initial contact via phone and in the first session, prior to the rendering of any services. Your signature on the informed consent confirms your agreement to be upfront with Dr. Garcia/Olive Branch, about any custody issues when working with clients that are minors. You signature on the informed consent confirms that you understand that in order for a mental health evaluation to take place, any and all, guardians must

be agreeable to said evaluation and must sign this contract/informed consent. If there is custodial agreement by the court of law, this agreement will be provided to Dr. Garcia for review and all legal guardians will be required to consent to this evaluation prior to the evaluation being completed. If the Department of Family and Protective Services (DFPS) or Child Protective Services (CPS) is actively involved with the family, I agree to be upfront about this with Dr. Garcia/Olive Branch and ensure that DFPS/CPS is agreeable to this mental health evaluation and proper authorization is completed before initiating this evaluation. Should any custodial information change while this evaluation is being completed the legal guardian will notify Dr. Garcia/Olive Branch immediately within 24 hours and this may affect the ability to complete this evaluation and possibly require termination of this evaluation.

If the administration of psychological services and interview process has been completed and as a result of custodial change requires termination of evaluation, the fees associated with this evaluation will be forfeited and no refund will be possible. After completion of the initial home visits/session, processing of your evaluation can take up to 10-15 business days and will be mailed out to you via standard mail (please allow additional time for mail to be routed). A brief telephonic review of the results will be attempted by the counselor upon receipt of the evaluation or before the evaluation to review the results, if the client or guardian does not respond to telephonic outreach, Dr. Garcia will attempt to make a total of three telephonic outreach attempts. Should the client or guardian not answer the phone after the third attempt, you must agree that this will conclude the services from Dr. Garcia and Olive Branch and no additional outreach attempts will be completed and Dr. Garcia/Olive Branch will not be responsible for returning additional calls or messages.

Lastly, your signature on the informed consent confirms that you understand and agree that the tools, instruments, questionnaires, psychological batteries or other related materials used for the evaluations are copyrighted by the corresponding publishing agency and are used for the purposes of this evaluation. In addition, you understand and agree that you will not request these copyrighted materials and will defer to the mental health evaluation report provided by Dr. Garcia for corresponding evaluation results.

Working with minors: Some of us have a strong passion for working with children of all ages. The research tells us that the children will do best with the involvement of BOTH parents. While we understand there may be some unique circumstances, it is our desire to, at a minimum, make BOTH parents aware that their child will be receiving therapeutic services from Olive Branch Counseling and Training. We are willing to make extended efforts to contact parents who may be out of state, out of the country, deployed or incarcerated. This is a best practice policy to involve both parents and we will enforce it. We are required by law to keep a current divorce decree/court order on file in our office so that we are informed of who has the right to consent to treatment and/or access records. We must have signed informed consent form ALL parties BEFORE providing services. We understand that that that sometimes both parents have the “Independent” right in which case we will seek consent from BOTH parents. If you have a court document stating you have the “Exclusive” right, it will not be necessary for us to receive consent from the other parent, though it is our preference.

When working with minors, we will do everything in our power to communicate to them how much we truly value them and the time we spend together. Part of building rapport with all clients includes creating a level of trust. While we recognize that minors are under 18 years of age, we try to honor them with the same level of confidentiality we offer our adult clients. For parents, this means trusting that while we may not provide you with the details of our counseling sessions with your child, we promise to tell you the things you’ll need to know. These are further explained in the *Limits of Confidentiality* section below.

Additionally, new paperwork must be completed and signed once a minor has turned 18 years of age. At that point, the 18 year old client now has authority over their Protected Health Information and may or may not allow his/her parents the right to that information. Olive Branch Counselors and Staff must abide by their decision.

Confidentiality: Confidentiality means that the counselor has a responsibility to safeguard information obtained during treatment. It is important that you understand all identifying information about your assessment and treatment is kept confidential, except as noted below. In order to protect your confidentiality, you must sign a release of information before any information about you is given outside of Olive Branch Counseling and Training. Should you elect to utilize health insurance for services received, be aware that often insurance and managed care

companies require information regarding diagnosis, symptoms, treatment goals, and prognosis about the insured before reimbursement is ever considered by them. Such companies may also request a copy of your records. **When utilizing faxes, electronic communication devices and web-based records management systems, there is always a level of vulnerability that may not be preventable despite all safeguards that have been put in place.**

Limits of Confidentiality: It is important that you understand the laws of the State of Texas and all exceptions to confidentiality. In certain situations, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your permission. This includes the following:

- Confidentiality does not apply to cases of suspected abuse/neglect of children or the elderly.
- Confidentiality does not apply to cases of potential harm to self or others.
- A mental health professional may disclose confidential information in proceedings brought by a client against a professional.
- Confidentiality may not apply in cases involving legal proceedings affecting the parent-child relationship.
- Confidentiality may not apply to cases involving the minor child. In such cases, the counselor may advise a parent, managing conservator, or guardian of a minor, with or without the minor's consent, of the treatment needed by or given to the minor.

Court Disclaimer: *Olive Branch Counseling and Training counselors will not have any therapeutic involvement in any ongoing custody cases or cases that may lead to civil court hearings for the purposes of determination of custody. Texas Family Code 104.008 prohibits our testimony and does not allow us to offer an expert opinion or recommendation to the conservatorship of or possession of or access to a child at issue in a suit unless we have conducted a child custody evaluation relating to the child. We are NOT custody evaluators, nor can we assume that dual role if you have chosen us to be the therapist for you or your child. We will be happy to provide a referral to a forensic counselor and we will remain out of the court room.*

Please refer to our fee schedule to see all applicable fees should a subpoena be issued. Please also note, that your signature on this document is considered to be consent by you to pay all fees billed to you that are related to court costs (i.e. travel, copying of records, clinical summaries, securing of attorney/legal consultation.) regardless of whether or not you initiated the court proceedings.

Cost of Counseling Service: The private pay fee for an initial intake appointment with one of our Licensed Professional Counselors (LPC) or Licensed Clinical Social Workers (LCSW) is \$150.00. The fee for follow up sessions is \$130.00 per therapeutic hour. Should you choose to use your health insurance, your co-pay and deductibles will be determined by your insurance company. Therapy services provided by our Licensed Professional Counselor Associates are offered at \$65.00 per therapeutic hour. On occasion we have Master's Level Counseling Students available to offer services at \$40.00. If you do not have insurance and the established fees present a financial hardship, you are encouraged to speak to the counselor or the Client Care Coordinator so that either a referral may be given or an agreed upon fee may be set to accommodate your personal and financial needs.

Payment of Fees: All fees for counseling are to be paid when the services are rendered. You will pay your fee directly to the counselor unless other arrangements have been made. Olive Branch Counseling and Training accepts the following forms of payment: Cash, MasterCard, Visa, Discover, or American Express (This includes debit cards and cards provided for flexible spending accounts). Most insurance plans have an annual deductible which must be met prior to reimbursement. If you have such a deductible, this is your responsibility to pay. Some insurance plans require you to call prior to your first appointment to obtain authorization for a specified number of visits. Please speak to your counselor if you have any trouble securing this information.

Fees for Declined Credit Cards: A fee of \$25.00 will be assessed for every declined credit card. If possible, the counselor will attempt to contact you to correct the matter prior to applying the charge. This is a courtesy that is not guaranteed. Future appointments will not be secured until payment has been received or you and your counselor have come to an alternative and mutual agreement. This agreement should be documented in writing and maintained in the client's records.

Other Fees: Other fees will be assessed for requested copies of records, travel to and from court hearings and may also be assessed for extended phone conversations or returned emails. This Fee Schedule that addresses all other fees outside of therapeutic sessions can be seen below.

Type of Service	Assigned Fee	Notes
Initial Intake	\$150.00	50-60 minutes for first time visit
Follow up visits	\$130.00	45-60 minutes for all therapy sessions
Missed appointments without 24 hours notice	\$50.00	This fee is applied when 24 hours notice is not provided and counselor and client have not made other arrangements.
Consultation appointment	\$75.00	This is a private pay service and is not reimbursable by insurance.
Declined Debit/Credit Cards	\$25.00	This is applied to all declined debit/credit cards.
Copies of records.	\$25.00 flat rate	This is a flat rate and must be paid by debit/credit card at the time of request.
Request to complete paperwork (Disability, FMLA, etc)	\$25.00 flat rate	This is a flat rate and must be paid by debit/credit card at the time of request.
Request for Clinical Summary	\$100.00 flat rate up to 5 pages. Each additional page will be charged at \$10 per page.	Additional pages will require additional fees to cover time and materials used in producing the clinical summary.
Extensive email responses	\$10.00 per email.	This rate applies to lengthy emails sent in response to yours or sent on your behalf to other healthcare practitioners or parties of interest.
Extensive phone conversations	\$1.00 per minute.	This fee is applied if we are unable to speak less than 10 minutes regarding scheduling or other concerns. We are happy to return brief phone calls or schedule an individual session for you at the established rate.
A subpoena issued to Olive Branch Counseling and Training or any OBCT Counselor (In Kendall County)	\$800.00	This is a flat rate fee applied to Kendall County and must be paid upon by receipt of the subpoena by debit/credit card.
A subpoena issued to Olive Branch Counseling and Training or any OBCT Counselor (Outside of Kendall County)	\$800.00	This is a flat rate fee applied to areas outside of Kendall County and must be paid upon by receipt of the subpoena by debit/credit card.
Travel related to subpoenas outside of Kendall County	\$.60/mile up to 75 miles	This rate applies to daily mileage up to a maximum of 75 miles.

Consent regarding electronic medical records: Olive Branch Counseling and Training currently uses Therapy Notes software to maintain electronic health records for all clinical services provided. For clients with existing records that are disclosed and provided to Olive Branch Counseling and Training, they will be scanned and stored electronically as well. Passcodes to access client records are not shared with anyone outside of the organization for any reason.

Health Information Privacy Policy Summary: We use health information about your treatment, to obtain payment for treatment, for administrative purposes, and to evaluate the quality of care that you and your child(ren) receive. We may use or disclose identifiable health information about you without your authorization for several other reasons. Subject to certain requirements, we may give out health information without your authorization for auditing purposes or emergencies. We provide information when otherwise required by law, such as for law enforcement in specific circumstances. In any other situation, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures.

Complaints: An individual who wishes to file a complaint against a Licensed Professional Counselor may write to:

*Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369*

Written Acknowledgement and Consent to Counseling

I have reviewed this Informed Consent & Counseling Agreement including the summary of Olive Branch Counseling and Training Health Information Privacy Policy. I understand I have the right to request restrictions to how my health information may be used or disclosed and that Olive Branch Counseling and Training is not required to agree to the restrictions I request. I agree to the provided fee schedule and will maintain financial responsibility for all services relevant to me and/or my child(ren) including all related court fees whether or not I have initiated subpoenas, records request or related services.

I accept this agreement and consent to counseling at Olive Branch Counseling and Training.

Client Name (Please Print)

Client Signature (or Legal Representative)

Legal Representative Printed Name

Date

Client Signature (or Legal Representative)

Legal Representative Printed Name

Date

***NOTE: For Minor clients that will receive counseling services, BOTH parent signatures are required to give consent for services. Signatures will be requested on the "Consent to Counselor a Minor" form in addition to this form.**