



**Fowler and Tidwell Counseling
and Jenai Tidwell, LPC, PLLC
7155 Old Katy Road Suite N244
Houston, TX 77024
Office: 832-831-8379 Fax: 832-831-8388**

INFORMED CONSENT

The following is an agreement entered into between the above practice and _____ (as client).

The modalities of outpatient psychotherapy utilized in our office are widely accepted forms of psychological treatment. As with all forms of clinical treatment, however, there are risks to be considered in the process of making an informed decision. This form is designed to inform you of these risks as well as the potential benefits of outpatient therapy, and to discuss the general policies and procedures of the office.

Overview of Clinical Services

During treatment, therapists often use a variety of outpatient treatment modalities which include Individual, Family, Marital, and Group psychotherapy. Treatment approach is based upon each client's specific clinical needs as identified during the initial session(s). The client's therapy options are then discussed and a plan for treatment is determined. A client's needs sometimes change over the course of outpatient therapy, which may necessitate a reevaluation of the treatment plan. When this occurs, treatment options are once again discussed and determined by the client and therapist. If, at any time, the client and/or therapist believe the client's clinical issues require alternative or additional resources, every effort will be made to assist the client in locating these resources. While therapy should end through mutual agreement once desired goals have been reached, the client has the right to end therapy at any time. The client always has the right to ask questions of the therapist. Therapy only works if the client has trust and confidence in the therapist.

Benefits and Risks of Treatment

The risks or potential side effects of participating in psychotherapy may include increased levels of stress and anxiety, escalation of undesired behaviors, relationship disruption, and emotional reactivity. The benefits of outpatient psychotherapy may include improved functioning in your personal and professional relationships, improved communication skills, and a reduction in the symptoms which led you to seek therapy in the first place.

Office Policies

1. Payment via debit or credit card is due at the time of each appointment.
2. As a courtesy we will bill your insurance company, HMO, responsible party or third-party payer. In the event the client has not met the required deductible, the full fee is due at each session until the deductible is satisfied.
3. Most insurance plans require a diagnosis as part of filing a claim. This diagnosis will be discussed with the client prior to providing a statement.
4. If using insurance, the client is responsible for the co-pay or any co-insurance as required by the insurance company. The session length may change slightly as dictated by the terms of the insurance company. If the insurance company denies payment or does not cover counseling, we request that the client pay the balance due at that time.
5. Cancellation of an appointment for Individual, Marital, or Family therapy requires 24 hours advanced notice. Otherwise, the client will be charged **\$85.00** for the missed session with an LPC and \$50/\$60/\$70 for the missed session with an LPC-Associate. Emergencies (death in the family, hospitalizations, etc.) will be addressed on a case-by-case basis.

6. Missed session fees CANNOT be submitted to the insurance company. The client is solely responsible for and all missed session fees resulting from failure to provide 24 hours notice of cancellation.
7. After 60 days any unpaid balance will be charged 1.5% interest a month (18% APR). If after 90 days the fees are still unpaid within the above terms, the client's account may be turned over to a collections agency. The client or responsible party will be held liable for any collections fee charged to our office to secure the debt owed.
8. Any accumulated credits on a client's account due to insurance reimbursement or over payments on co-pays, will be refunded up to 30 days after termination of services. These credits may be applied towards co-pays, missed session fees, or co-insurance payments incurred after the credit accumulates.
9. Session duration is fifty (50) minutes. The fee per session is \$125.00. Those electing to receive services from an LPC-Associate will be charged according to the attached fee schedule. Sessions longer than 50 minutes will be prorated accordingly based upon this per session rate. (After hours or emergency calls will be billed on the same basis)
10. If a client needs to reach a therapist employed by our office to reschedule or change an appointment, please leave a message at 832-831-8379 or email the therapist at {therapist's first name}@fowlerandtidwell.com. The therapist will return the call/ email as promptly as possible. If a therapist is out of town, a designated colleague will be on call and can be accessed. At that time, the colleague's emergency contact information will be left via voicemail message. If at any time, you are unable to get a response and your need is urgent, please contact your physician, 911, or go to the nearest emergency room.
11. Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC are not responsible for childcare. If the client is under the age of 16, a parent/ guardian must accompany the minor and remain on-site for the duration of the appointment.
12. **Under the Texas State Board of Professional Counselors, Title 22, Texas Administrative Code Chapter 681.41- A copy of the custody agreement or court order, as well as any applicable divorce decree shall be maintained in a client's records for a minor who is named in a custody agreement or court order. Therefore, if there is a custody agreement it must be brought to the initial appointment.**

I have received a copy of my fee schedule. (Please initial) _____

Signature(s)_____ Date_____

Confidentiality and Emergency Situations

Please understand that all records, written information, or any electronic data are marked CONFIDENTIAL and are kept under lock and key. No one inside or outside the office will have access to information except for your therapist and designated support staff.

Information shared with a therapist is held in confidence. A signed and dated Release of Information (which clearly defines the nature of information to be shared, to whom and for how long) is required as consent to disclose confidential information. If the client is a minor, the release must be completed, signed, and dated by a parent or legal guardian. In counseling children or adolescents, confidentiality is a necessity, and will be maintained as much as possible to ensure therapy is effective. While a parent or guardian has a legal right to information, the therapist may elect to convey that information in a general way unless there is a danger to the child's life. This will be conveyed to the child as well. Usually a therapist will ask to meet with the child and parent together so that the parent can voice concerns or ask questions.

If an emergency situation arises for which the client or guardian feels immediate attention is necessary, please call the office to have a counselor paged. If no call is received within 15 minutes, the client or guardian understands that they are to contact the emergency services in the community (911) for those services. Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC will follow those emergency services with standard

counseling and support to the client or the client's family. E-mail, text messages and social networking sites are not confidential and should not be used in the event of an emergency, as the therapist may not be able to respond on these platforms.

Limitations to Confidentiality

Verbal communications and clinical records are strictly confidential except for: a) information (diagnosis and dates of service) shared with the insurance company to process client claims, b) information provided by a client to report about physical, sexual abuse or elder abuse; then, by State Law, the therapist is obligated to report this to the Department of Children and Family Services, c) where the client signs a release of information to have specific information shared and d) if the client provides information establishing a reasonable belief that the client is in danger of harming self or others e) information necessary for case supervision or consultation and f) when required by law.

1. Texas State Law requires any therapist to notify the legal authorities if a client provides information indicating that said client is abusing children or the elderly, or if a client expresses intent to self-harm or harm another person(s).
2. If a client reveals to the therapist any evidence of professional misconduct (e.g., sexual involvement) perpetrated by a previous clinical provider, the current therapist is required to report this information to the state licensing board for that clinician.

Failure of the treating therapist to report in either of the afore-mentioned circumstances is a breach of legal and ethical standards which can lead to prosecution and/or loss of licensure.

Signature(s) _____ **Date** _____

Consent for Treatment by a Licensed Professional Counselor-Associate (LPC-Associate)

If you have elected to receive services from an LPC-Associate, the associate is working under the supervision of Jenai Tidwell, LPC-S. The associate has completed his/her training in professional counseling and has passed all required state exams, but he/she is currently working under a provisional license. Under Texas law, an LPC-Associate must complete 3,000 hours of additional training under the supervision of a qualified LPC-S in order to become fully licensed. Sessions with an LPC-Associate **MAY** be billed under your insurance policy. If you do not have insurance or elect not to use your insurance benefits, then **YOU ARE FULLY RESPONSIBLE FOR PAYING THE REQUIRED SESSION FEE**. If you miss a scheduled session without the **MANDATORY 24-hour** cancellation notice, then you may be charged the **FULL SESSION FEE**. Sessions fees for LPC-Associates vary according to experience and are outlined in the attached fee schedule.

All of the above policies pertaining to confidentiality and the limits of confidentiality apply to sessions with an LPC-Associate. In the State of Texas, an LPC-Associate has the same ethical and legal obligations to report child abuse, elder abuse, and unethical/criminal behavior on the part of a prior clinician. LPC-Associates are also required to notify the appropriate authorities if they have a reasonable belief that a client is at risk of self-harm or harming others. If required by law, court order, or subpoena, an LPC-Associate may also breach confidentiality to comply with a judicial process. A client may also waive confidentiality voluntarily through a Release of Information. The content of client sessions may be shared with the LPC-Associate's supervisor during meetings to monitor caseload and discuss treatment.

The risks and benefits of therapy with an LPC-Associate are similar to those as with a fully-licensed therapist. Please keep in mind that LPC-Associates are not seasoned clinicians. Your LPC-Associate will be meeting regularly with Jenai Tidwell, LPC-S to discuss the progress of your treatment and the general content of your sessions. Your LPC-Associate may also request to consult with Jenai Tidwell, LPC-S on an as-needed basis. This is an important part of the supervision process that will help the LPC-Associate to become a more experienced practitioner. If a client is not comfortable with the supervisor having knowledge of the content of therapy sessions, then this should be discussed with the treating LPC-Associate UP FRONT.

IF AT ANY TIME A CLIENT WISHES TO TERMINATE TREATMENT WITH AN LPC-ASSOCIATE, THIS WILL NOT IMPACT THE CLIENT'S ABILITY TO RECEIVE TREATMENT WITH ANOTHER PRACTITIONER EMPLOYED BY FOWLER AND TIDWELL COUNSELING and JENAI TIDWELL, LPC, PLLC. Also, should the LPC-Associate determine that he/she is not qualified to provide treatment for a specific issue/diagnosis, then a client may be referred to another therapist employed by Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC or to another outside agency or practice. The LPC-Associate will assist with this transition to the other treatment provider.

Termination of Treatment

LPCs and LPC-Associates employed by Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC may terminate treatment without prior notice under the following circumstances:

- 1) The client fails to attend three scheduled sessions in a row;
- 2) The client does not schedule an appointment for 90 consecutive days;
- 3) The client fails to provide valid insurance information or a current method of payment;

The first three sessions with a therapist will be considered an "assessment period". Please be informed that LPCs and LPC-Associates employed by Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC reserve the right to terminate treatment after the first THREE initial sessions if they perceive an **ethical, diagnostic, or legal reason** to do so. Should a therapist make the determination that treatment should not continue, then s/he will provide the client with three referrals to mental health professionals who are qualified to offer services.

A client of Fowler and Tidwell Counseling and Jenai Tidwell, LPC, PLLC, has the right to terminate treatment at any time, with or without notice. Please be aware, if electing to terminate treatment without notice, then this may impact the transfer of care to another mental health provider, as our practice WILL NOT communicate with the new provider without a signed Release of Information (ROI) form.

COORDINATION OF TREATMENT: It is important that all health care providers work together. As such, we would like permission to communicate with an applicable primary care physician and/or psychiatrist. Client consent is valid for one year. **A client has the right to revoke this authorization, in writing, at any time by sending notice. However, a revocation is not valid to the extent that we have acted in reliance on such authorization.** If a client prefers to decline consent no information will be shared.

____ You may inform my physician(s) ____ I decline to inform my physician

PHYSICIAN NAME: _____

CLINIC: _____

ADDRESS: _____

PHONE: _____

Signature(s) _____ Date _____

NOTICE OF PRIVACY PRACTICES AND CLIENT RIGHTS: I/We have read and received a copy of the Notice of Privacy Practices and Client Rights document.

Signature(s) _____ Date _____

May we contact you at home (circle one) **yes no?** May we contact you at work **yes no?** May we contact you by cell phone **yes no?** Where may we contact you _____?

CONSENT FOR TREATMENT OF CHILDREN OR ADOLESCENTS: I/We consent that _____ may be treated as a client by Fowler and Tidwell Counseling (Jenai Tidwell, LPC), PLLC. It is understood that children over the age of 12 have confidentiality protected by law. At times it may be necessary to schedule appointments during school hours. We ask for cooperation to provide the most-timely treatment for you and your children. This consent to treat expires at the end of treatment or if revoked in writing.

Signature(s) _____ Date _____

Complaints

NOTICE TO CLIENTS

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology.

Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint.

Please call 1-800-821-3205 for more information.

