

Beth Linfoot, Counseling, PLLC
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Informed Consent & Counseling Agreement

Dear Client,

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

My background: I am a Licensed Professional Counselor and a Licensed Chemical Dependency Counselor and have several years of experience working with clients in a variety of settings. I am serious about following our licensing board rules and abiding by our code of ethics, both of which are in place to protect you. I will always consider your unique situation and set of needs when deciding upon the best course of treatment.

My philosophy: I 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. I believe in a wellness model as opposed to a medical model. While a medical diagnosis may be required for insurance purposes, it is not my intention to determine what is “wrong” with clients but rather to focus on what is right and already working for them in their life. I 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 my 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. I will keep confidentiality and not initiate contact. However, if you see me and would like to greet me, I am 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 my promise to always see you as a valuable, worthwhile human being and always my 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.

Working with minors: I have a passion for working with adolescents/teens, in addition to young adults, individuals, couples, families and those struggling with addiction. When working with minors I will do everything in my 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, I try to honor them with the same level of confidentiality I offer my adult clients. For parents, this means trusting that while I may not provide you with the details of our counseling sessions with your child, I promise to tell you the things you'll need to know. These are further explained in the Limits of Confidentiality section below.

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 Beth Linfoot, Counseling, PLLC. 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. 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 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: Beth Linfoot, Counseling, PLLC 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. I will provide adequate referrals for counseling and social studies. Please request a 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.

Insurance/Cost of Service: *I do not accept insurance.*

I am not contracted with any health insurance company, nor Medicaid. This means that payment is due in full at the time of service. I am happy to provide you with any necessary documentation so that you may submit the claim to your health insurance company for possible reimbursement.

The first session will be sixty minutes. The fee for an initial intake appointment is \$140.00. The fee for follow up sessions is \$120.00 per therapeutic hour.

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. I accept the following forms of payment: Cash, Check, MasterCard, Visa, Discover, or American Express met prior to reimbursement.

Deposit for first appointment: You will need to leave a \$50 deposit for your New Patient Appointment. This can be via credit card, check or cash. This deposit will be refunded if you cancel your appointment 48 hours ahead of time. If you wish to cancel with less than 48 hours, I will make every effort to fill your appointment. If I can do so, we'll refund your deposit.

Missed Appointments are charged at full rate. To avoid this, please cancel your appointment at least 24 hours ahead of time. Missed appointment fees are waived for medical emergencies or obvious illness.

Fees for Declined Credit Cards: A fee of \$25.00 will be assessed for every returned check or declined credit card. If possible, I 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. 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 made available to you at your request.

Consent regarding electronic medical records: Beth Linfoot, Counseling, PLLC 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 Beth Linfoot, Counseling, PLLC, they will be scanned and stored electronically as well. Pass codes to access client records are not shared with anyone outside of the organization for any reason.

Health Information Privacy Policy Summary: I 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 receive. I 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 Beth Linfoot, Counseling, PLLC I understand I have the right to request restrictions to how my health information may be used or disclosed and that Beth Linfoot, Counseling, PLLC is not required to agree to the restrictions I request.

I accept this agreement and consent to counseling at Beth Linfoot, Counseling, PLLC.

Client Name (Please Print)

Client Signature (or Legal Representative) Legal Representative Printed Name Date

Counselor Signature _____

Counselor's Printed Name _____

Date _____

Thank You! I look forward to our work together!