



A Turning Point for Quality Change

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INFORMED CONSENT TO COUNSELING AND PSYCHOLOGICAL SERVICES

Counseling and psychological services and psychiatric services are based on a relationship between people that works partly because of clearly defined rights and responsibilities held by each person. You have a right to understand the evaluation and treatment procedures being used with you. It is important to be an informed and knowledgeable client and it is always appropriate to ask questions about your psychiatrist, psychologist or therapist, his or her therapeutic approach, and your progress with the evaluation and/or treatment process. You are free to stop services at any time.

It is often helpful to have a written copy of office policies that you may refer to at any time. This document contains important information about the professional services and business policies in this office. If you have any questions after reading this form, please feel free to discuss them with your counselor before signing the intake form.

Each therapist at Turning Point Associates, Inc. brings a unique style and approach founded in the basic tenets of counseling, psychotherapy and/or psychology. Information about each of us and our approach can be found in detail on our website, <http://www.TurningPointAI.com>.

Responsibility for change resides with the client, with the psychologist's or therapist's role being that of information provision, insight reflection, and social support. You should note that therapy produces changes and may unleash strong feelings. You need to be aware of the potential strains on yourself and your relationships which may occur during therapy.

Confidentiality

Naturally, we will need to know a great deal about you. Except for the situations described below, you have the right to privacy during your work here. Everyone in this office involved in your care is aware of the importance of confidentiality. Nearly all issues discussed in the course of treatment are strictly confidential. We cannot share any information about your work here without your prior written permission, except in the circumstances outlined below. You may direct us to disclose information with whomever you choose, and you can change your mind and revoke that permission at any time.

You may ask anyone you wish to attend a therapy session with you, but let us know in advance so we can decide what information, if any, you want to be kept confidential during that session. If you are participating in couples or family therapy, please be aware that both you and other individuals in therapy with you are considered to be the "client," and the rights, privileges and restrictions pertain to all participating persons. It is our policy to openly discuss and agree on how information you provide us individually will be managed. In most cases, it is best to avoid secrets among participants.

It is important that you fully understand the limitations of confidentiality in order for you to make an informed decision regarding what you share in therapy. By law, we are required to disclose confidential information to the appropriate persons and/or agencies if any of the following conditions exist:

- Ψ You are a danger to yourself or others.
- Ψ You are a minor, elderly, or disabled person and we believe you are the victim of abuse, or if you divulge information about such abuse.
- Ψ You are involved in legal proceedings in which the court orders release of your mental health records.
- Ψ You waive your rights to privilege or give consent to disclosure of information.
- Ψ You make a complaint to the one of our licensing boards, in which case your record may be shared with the board.

Minors

If you are under 18 years of age, please be aware that the law may provide parents with the right to examine your psychological records. Because psychotherapy requires trust and privacy to work effectively, it will be important for the therapist, parent(s), and minor to agree on how information will be exchanged during the course of treatment. With adolescents, the clinical goal is typically to maximize privacy, with the exception of issues that compromise the physical safety of the minor. Parents/guardians will be provided with general information on how treatment is proceeding. Before giving parents/guardians any information, we will discuss the matter with the minor and will do our best to resolve any objections the minor may have about what we will discuss.

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If the minor is the child of a divorced couple, we require a copy of the divorce decree be presented indicating who has the right to bring the child in to therapy. We may retain a copy of that section in the file. If the divorce or family system is complex, we may require the signature of both (or all) relevant parties before we begin service.

Record-keeping

We normally keep brief progress notes, noting your participation and a brief discussion of what occurred during your session. You have a right to review your mental health record and to correct any errors in your file. We request this review be conducted during a therapy session with your therapist to help answer questions that may arise as you review your record. You can request in writing that we send information to any other health care provider. Legally, raw testing data can only be sent to a licensed psychologist. We maintain your records in a secure location to protect your privacy.

Diagnosis

If a third party (i.e., insurance company) is paying for part of your bill, they may require a formal diagnosis as a condition of payment. Diagnoses are technical terms to describe the nature and severity of your problems. We will discuss this with you the meaning and use of diagnoses at any time.

Fees

The full fee is collected at the beginning or end of each session unless other acceptable arrangements have been made in advance. We will make every effort to keep the number of your visits to a minimum. In general, the number of sessions you require and the length of each session will depend on the issues you are working on, the amount of between-session effort you put towards your therapy goals, and the complexity of the problems. In unusual circumstances, you may become involved in litigation that may require the participation of one or more of the clinicians. You will be expected to pay for the professional time required even if we are compelled to testify by another party. In addition, there may be charges for:

- Ψ Administration, scoring, and interpretation of any psychological tests.
- Ψ Reports, letters, or extended consultations on behalf of clients to physicians, agencies, employers, etc.
- Ψ Phone calls to reschedule will not be billed, but between-session phone calls longer than five (5) minutes will be billed on a prorated quarter-hour basis.
- Ψ Pharmacy contact for refills on an urgent or emergency basis.

For Dr. Villanueva, the initial diagnostic interview it is \$200, and thereafter his fees are \$175 per hour, including, but not limited to, individual, couples or family therapy, psychological testing and report writing (per hour), and consultation with approved parties. Other clinicians in this office have lower rates, depending on their education, training status, and status of pursuit of licensure. Psychiatrist's fees are established by each psychiatrist. We will be happy to discuss fees for your particular service(s) with you.

If you are involved or become involved in litigation, and this requires any involvement of any clinician(s), including but not limited to deposition or court appearance, fees for such services for each clinician involved will be \$350 per hour, billed on a pro rated quarter-hour basis DOOR-TO-DOOR. Upon discovery that a clinician or clinicians will be involved in your litigation, a \$5,000.00 (five thousand dollar) retainer will be required from you, and all billable contact will be deducted from this amount. If the balance falls below \$1,000.00 (one thousand dollars), additional monies will be required for retainer to bring the balance up to \$5,000.00 (five thousand dollars) so long as it is expected that litigation will continue to involve the clinician(s). Upon the conclusion of litigation (final judgment or settlement), any remaining retainer will be reimbursed.

Please be aware that unpaid accounts may be referred to an outside agency for collection. However, this action will only be taken as a last effort to collect fees after other means of collection have been unsuccessful. No clinical information will be shared with the collection agency in this effort.

No-show/Cancellation Policy

When you schedule an appointment, we are committing an hour of our time to your care. During that hour, you can expect the full and uninterrupted attention of your therapist. As such, we require a 24-hour notification of cancellation if you need rescheduling consideration (cancellations for Monday must be given on Friday). Any appointments canceled less than 24 hours in advance, and any appointments for which you no-show, cannot be billed to insurance, nor can they be used to serve the needs of other clients; therefore, late cancellation and no-shows will be billed to you at the full hourly rate (\$175 for Dr. Villanueva, hourly rates for other therapists as delineated in your paperwork). It has become necessary to adopt an office policy to require a valid credit card and your permission to bill to your credit card in the event of a no-show or late cancellation. Your credit card may be billed within 24 hours of a no-show or late cancellation.

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Drug or Alcohol Use Policy

Alcohol and drugs cloud judgment and reasoning abilities, and as such are counterproductive to therapy. Should we discover or believe that you are under the influence of drugs or alcohol when you come in for therapy, the session will be immediately terminated and you will be billed at the full hourly rate for that session.

Insurance

Many insurance plans cover psychological services. In order to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. Generally, it is your responsibility to understand your insurance benefits. When insurance is being used, we will file necessary paperwork for reimbursement. You, not your insurance company, are responsible for full payment of the fee to which we have agreed. Payment is due at the end of the session unless other arrangements have been made in advance. If this policy causes you undue hardship, please talk with us about other options. Please be sure to fill out insurance/insured information accurately on the office intake form. We will not be responsible for erroneous claims due to incomplete insurance information.

The escalation of health care costs has resulted in an increasing level of complexity about insurance benefits that sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMOs and PPOs often require advance authorization before they will provide reimbursement for mental health services. Such plans are often oriented toward short-term treatment approaches that are designed to resolve specific problems interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In our experience, while quite a great deal can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire. Some managed care plans will not allow us to provide services to you once your benefits are no longer available. If this is the case, we can discuss alternate ways of receiving services, including finding another provider who will help you continue your care or paying for services privately.

You should also be aware that most insurance agreements require a clinical diagnosis, as well as additional clinical information such as treatment plan or summary. In rare cases, a copy of the entire record may be requested. This information will become part of the insurance company files, and, in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, we have no control over what they do with it. In some cases they may share the information with a national medical information data bank. If you request it, we will provide you with a copy of any report submitted.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end your sessions.

It is important to remember that you always have the right to pay for our services yourself and avoid the complexities of insurance coverage.

Worker's Compensation

This office no longer works with worker's compensation plans.

Emergencies and Phone Calls

Clinicians can generally be reached by phone (210.849.1244) from 8:00 A.M. to 5:00 P.M., Monday through Friday, should you need to contact us for any reason. Please leave a voice mail message and we will make every effort to return your call on the same day you make it. **We cannot guarantee our availability outside of regular business hours in the event of an emergency. If an emergency arises, we ask that you seek help immediately from your physician or a hospital emergency room. IF YOU ARE UNABLE TO MAKE IT TO THE HOSPITAL, CALL 911.** University Hospital (210.358.2524), 4502 Medical Drive in San Antonio, has psychiatric care available in the emergency room at all times, as do most other community hospitals. The mental health crisis unit can be reached at 225-5481.

Ethics and Professional Standards

Psychologists and psychological associates are regulated by the Texas State Board of Examiners of Psychologists, and counselors by Texas State Board of Examiners of Professional Counselors, and psychiatrists by the Texas Medical Board, and we are accountable for our work with you. The number for the Texas State Board of Examiners of Psychologists is (512) 835-2418, and the number for the Texas State Board of Examiners of Professional Counselors is (512) 834-6658, and the number for the Texas Medical Board is (512) 305-7030. If you have any concerns about the course of evaluation or treatment, please discuss them with us first. We look forward to working with you.