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INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES

The process of therapy/evaluation

Psychotherapy may be described as a therapeutic relationship between the client and the counselor that facilitates change. As a psychotherapist, James' role is to facilitate you, the client, in discovering, processing, and most importantly, changing some of the strategies you have implemented in negotiating your life. Part of counseling involves evaluating strategies in your life that work and strategies that no longer are serving you. Part of James' job is to provide an environment that is both safe and accepting where you may explore these issues. After identifying areas in your life that are no longer working, you may decide that change is appropriate. Additionally, therapy will help you to discover what is truly important in your life and make choices about how to move forward in pursuit of it. You will learn to take committed action in order to realize your valued life goals.

Benefits and risks of therapy/evaluation

Psychotherapy involves the hard work of change. Personal growth can be difficult. The amount of work that you invest in therapy is directly proportional to the amount of benefit that you receive from therapy. However, there are no guarantees, no "quick fixes," and no miracle cures. Working toward these benefits requires effort on your part and it requires your very active involvement, honesty, and openness in order to make changes. James will ask for your feedback about your therapy and how you perceive its progression. He will expect you to respond openly and honestly. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort and possibly intense feelings of sadness, grief, guilt, shame, anger, rage, fear, or anxiety. These reactions are a normal part of processing experiences and are an invaluable tool in the therapeutic process. Moreover, you may experience the emergence of traumatic memories, disturbing thoughts and feelings, or changes in your abilities and/or desires to maintain relationships with others. You may choose to make life-altering decisions about changing negative behaviors, employment, substance use, schooling, housing, or relationships that will affect people close to you. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, and more often it will be slow and even frustrating. You may experience some or all of these risks. There is no guarantee that psychotherapy will yield positive or intended results.

Discussion of treatment plan

Within a reasonable period of time after the initiation of treatment, James will discuss with you his working understanding of the problem, treatment plan, therapeutic objectives, and view of the possible outcomes of treatment. During the course of therapy, James is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include Acceptance and Commitment Therapy (ACT), the Humanistic School of Psychology, Family Systems Theory, and Psychoeducation. James utilizes the systemic model of Structural/Strategic Therapy in couples and family therapy. He also utilizes Brief Therapy techniques when indicated. James believes that mindfulness exercises or meditative practice can supplement personal growth and lead to more intentional, mindful, and joyful living. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, James's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that James does not provide, he has an ethical obligation to assist you in obtaining those treatments.

Termination

As set forth above, after the first couple of meetings, James will assess if he can be of benefit to you. James does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a number of referrals that you can contact. If at any point during psychotherapy, James assesses that he is not being effective in helping you reach your therapeutic goals, he is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, James will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, James will assist you in finding someone qualified, and, if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, James will provide you with names of other qualified professionals whose services you might prefer.

Confidentiality

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure are described to you below.

When disclosure is required by law

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, or is in immediate danger of inflicting mental or emotional injury to himself/herself; and where a client is involved in concurrent therapy with another mental health services provider.

When disclosure may be required

Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by James Drew. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. James will use clinical judgment when revealing such information. James will not release records to any outside party unless so authorized to do so by all adult family members who were part of the treatment.

Emergencies

If there is an emergency during our work together where James becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may contact the police, the hospital, or the person whose name you have provided as an emergency contact on the biographical sheet.

Health insurance and confidentiality of records

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct, only the minimum necessary information will be communicated to the carrier by James. Unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier. James has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data have been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you may be in a vulnerable position.

Confidentiality of e-mail, cell phone, and fax communication

It is very important to be aware that e-mail and cell phone (also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify James at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

Litigation limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call on James Drew to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation

James Drew consults regularly with other professionals regarding his clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Release of protected health information

Considering all of the above exclusions, if it is still appropriate, upon your request, James Drew will release information to any agency/person you specify unless James concludes that releasing such information might be harmful in any way.

Counseling minors

While parents or guardians have a legal right to know what treatment modalities are being utilized and what charges are incurred during the course of therapy with their child, it is not conducive to the therapeutic relationship, or in the child's best interest, to disclose information that the child may share in confidence. As with clients in family therapy, any information that is related to James Drew by a minor within the counseling setting may be disclosed to parents/guardians if, in James' professional judgment, it is appropriate or necessary. By signing this consent document, you, as parents/guardians, voluntarily waive your rights to your child's psychotherapy notes unless your child has gives his/her consent to disclosure of information.

Payments and insurance reimbursement

Clients are expected to pay the standard fee of \$100 per 50-minute session (\$120.00 for the initial counseling session/evaluation) at the end of each session unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at the same rate, unless indicated and agreed otherwise. Please notify James Drew if any problem arises during the course of therapy regarding your ability to make timely payments. James does accept third-party reimbursement from some behavioral health insurance plans. Any co-payment of fees or deductible is expected at the conclusion of each session. If you intend to utilize health insurance for payment of services, please see the section "Assignment of Insurance Benefits" below. If James does not accept assignment of benefits from your particular insurance carrier or insurance plan, he will provide you with a copy of your receipt at the end of each session, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section "Health Insurance and Confidentiality of Records," you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Assignment of insurance benefits

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. If James Drew accepts third-party reimbursement from your health insurance carrier, please be advised of the following: 1) James will make a good faith effort to obtain accurate information about assignment of benefits and co-payments from your insurance carrier **prior** to your initial appointment. 2) The co-payment is an estimate of the portion of the fee for which you are responsible and should be considered as such until this office actually receives payment of benefits from your insurance carrier. 3) At the beginning of each calendar year, there is often a new deductible and a new benefit allowance. If treatment overlaps into a new calendar year, requiring a new deductible to be met, the full fee should be paid at the time of service until your deductible is satisfied. 4) Since insurance providers do not reimburse for non-service, as in the case of a missed appointment, the full fee for a missed session will be billed to you. 5) If James has agreed to accept assignment of benefits and if an insurance check has been mailed to you in error, please do not cash or deposit the check. It is important that James Drew endorses the insurance check for both his records and the insurance carrier's records. Bring in or mail the check to James with the following printed on the check: "Pay to the order of James Drew, LPC". Please sign your name exactly as it is printed on the check. 6) In the event that any portion of the fees for services were to be refused by the insurance carrier, or benefits were covered at a lower rate than expected, it is the client's financial responsibility to cover any outstanding balance. 7) It is your responsibility to keep informed of any changes in your insurance benefits, yearly maximums, and deductibles. If you become aware of any changes in your insurance coverage, including any change in mailing address, please bring it to James' attention immediately.

Cancellation

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged to your credit card for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

Telephone and emergency procedures

If you need to contact James Drew between sessions, please leave a message on his voice mail at (832) 577-1610 and your call will be returned as soon as possible. James checks his messages a few times a day (never during the nighttime), unless he is out of town. James checks the messages less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, please contact your family physician, call 911, or go the nearest hospital emergency room and ask for the clinician/psychologist/psychiatrist on call.

Mediation and arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of James Drew and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Fort Bend County, Texas in accordance with the rules of the American Arbitration Association, that are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, James Drew can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Code of Conduct

I must legally and ethically adhere to the Code of Conduct determined by the Texas State Board of Examiners of Professional Counselors: <http://www.dshs.state.tx.us/counselor/default.shtm>

CONSENT TO TREAT & ACKNOWLEDGEMENT OF PRIVACY PRACTICES

_____ this day retain(s) James Drew to provide psychotherapy.
Client(s) name (Print)

It is expressly understood that James Drew has not issued, and will not issue, any guarantee of cure or treatment effects or number of sessions necessary.

We, the undersigned counselor and client(s), have read, discussed together, and fully understand this agreement and the stated policies. We agree to honor these policies and we will respect one another's views and differences in their outworking. The client(s) enter(s) into this agreement voluntarily with competency and understanding and knowledge of the consequences.

Signature(s) of Client(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Signature of Therapist: _____ Date: _____

FINANCIAL AGREEMENT FOR PSYCHOTHERAPY SERVICES

CLIENT DEMOGRAPHIC INFORMATION

Full Name: _____ Date of Birth: ____/____/____

Home Address: _____ Home Phone: _____

City: _____ Zip Code: _____ Cell Phone: _____

Employer: _____ Work Phone: _____

Primary Care Physician: _____ Phone: _____

Emergency Contact—Name: _____ Phone: _____

GUARANTEE OF PAYMENT

James Drew currently accepts MasterCard, Visa and American Express credit cards as payment for services. If you intend to use a credit card as payment, complete this authorization form. This information is kept in a locked file and is accessible only for billing purposes. This policy benefits our clients in several ways. First, it expedites you or your family member's departure after the session is finished. Rather than having to wait for your credit card to be run at that time, you are free to leave immediately, knowing your paid receipt will be available to you at the next session or may be mailed to you at your request. Furthermore, it alleviates the hassle of remembering to send payment with your son or daughter, who may visit the office by themselves. In order to maintain a prompt schedule for our clients, we attempt to occupy as little time as possible collecting fees. To this end, we run all credit cards at the end of the business day and receipts are printed for pick up at the next session. Of course, we accept cash and checks; however, most of our clients prefer and have been pleased with this method of payment. We appreciate your cooperation in this matter and encourage you to ask for assistance if you have questions or concerns.

Card Type: MasterCard Visa American Express Expiration Date: ____/____/____

Card Number: _____ CVV Code (3-digit code on back): _____

Name of Cardholder (as it appears): _____

Billing Address (if different than above): _____

City: _____ State: _____ Zip Code: _____

PRIMARY INSURANCE INFORMATION

Name of the Client: _____ Client's Date of Birth: ____/____/____

Name of Insured: _____ Relationship to Client: _____

Employer of Insured: _____ Work Phone: _____

Name of Insurance Company: _____

Policy Number: _____ Group Number: _____

Customer Service Phone: _____ Mental Health Phone: _____

Please present your insurance card at the initial session; a copy of your insurance card will be made for our records. Thank you.

SIGNATURE

By signing this form, I agree to pay James Drew, LPC, **\$120.00 for the initial counseling session/evaluation** and **\$100.00 for all subsequent 50-minute psychotherapy sessions**. I understand that the fee for services will be paid at the conclusion of each session unless prior arrangements have been made. I understand that I must notify James Drew at least **24 hours in advance** if I cannot attend the next scheduled session. Failure to give timely notice may result in my credit card being charged the full fee for service. I understand that any outstanding balance on overdue accounts is subject to a service charge of 1½% per month (18% APR). Furthermore, I understand that after 90 days, if payment has not been made in full or a satisfactory payment schedule has not been arranged, the account may be turned over to a collections agency. I acknowledge that I will be liable for all legal fees and collection fees, in addition to the monies owed. I understand that if I have questions or concerns about any fees or payments, I am encouraged to discuss them openly at any time with James Drew.

If I am utilizing health insurance benefits, I understand that I am authorizing James Drew, LPC, to use and/or disclose my Protected Health Information (PHI) to obtain benefit information, process insurance claims, and receive payment from my insurance company or companies. I understand the information disclosed pursuant to this authorization may be re-disclosed by the recipient and may no longer be protected by federal or Texas privacy law. I understand that James Drew will diligently attempt to obtain accurate information regarding my mental health insurance benefits. I will not hold James Drew liable for insurance non-payment due to misquoted benefits. I acknowledge that I am responsible to read and understand my benefit plan. I am ultimately responsible for all charges my insurance company does not pay, except for contracted network provider discounts that may apply. I understand that billing the insurance company directly is a courtesy provided by this office. I am requesting assignment of benefits to be paid directly to James Drew.

Signature of Client: _____ Date: _____

Signature of Client: _____ Date: _____

Signature of Insured (if different): _____ Date: _____