

2024 INFORMED CONSENT

This document is the *2024 Informed Consent* (the "Consent of Service"). It contains sufficient information for a prospective or current client to make an informed decision about their participation in the proposed course of treatment. Please review the information. If you have any questions, contact the provider.

"I," "WE," "US," AND "YOU"

For this *2024 Informed Consent* and other documents related to therapy services, "I" refers to Dennise A. Hall, a licensed professional counselor (the provider). "You" refers to a prospective, current, or past client who received therapy services from the provider at Health in Mind Counseling, PLLC (the private practice). "We" and "us" refer to the collective body of the provider, the private practice, contractors, and covered entities operating within the services of the private practice.

*Disclaimer: In this profession, we may use the terms 'patient' and 'client' interchangeably; 'counseling' and 'therapy' are also used interchangeably. Additionally, the terms 'provider,' 'therapist,' 'licensed professional counselor,' and 'clinician' may refer to the same role.

THE THERAPY PROCESS

Health in Mind Counseling, PLLC, is a private practice providing mental health therapy. Services are available in person and via telehealth. Within a collaborative process, you and I will work together to achieve the goals that you define throughout the therapeutic relationship. I will implement evidence-based theories and interventions. In the therapeutic relationship, you and I will have specific rights and responsibilities outlined below. Better results are often associated with a good client and provider relationship. So, to foster the best possible connection, I have summarized as much of the process as possible to help you decide whether you would like to begin.

Following your inquiry, I will invite you to a consultation call so that I can introduce myself and the practice and see if we are a good fit to enter into a therapeutic relationship. During this call, we discussed your needs and set up all necessary platforms for treatment. Then, we schedule the first therapy session, the intake. The intake process entails a review of important information on this consent and the notice of privacy, along with our policies and procedures, answers to questions you may have, and a history account of varying factors that will highlight an overall picture. I will make my initial recommendations, propose a treatment, and schedule the second appointment. In the second appointment, we will discuss your goals, create a treatment plan, and outline what you can expect during subsequent sessions. The treatment plan will be shared via the client portal for your review. Over time, you and I may edit your treatment plan to be sure it describes your goals and objectives.

Remember that participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals, and we will review your progress, at which point I will determine the completion of the recommended treatment plan. Together, we will complete a final termination activity to highlight your progress and the tools used to maintain such progress; this activity will double as a guide for your future self to assess when you would benefit from returning to therapy. This process is flexible and can be adjusted to best meet your needs.

IN PERSON SERVICES

In person services will be provided at 5625 Woodrow Bean Drive/ Transmountain, Suite 101, EL Paso, TX 79924. Upon arrival at the office address, you may enter the building from the door parallel to Woodrow Bean Drive/ Transmountain, pass the mailboxes, and turn right in the first hallway. Suite 101 will be on your left.

You may enter Suite 101 and have a seat no more than fifteen minutes before your appointment. I will lead you to the therapy office at your appointment time.

TELEHEALTH SERVICES

To use telehealth services, you need an internet connection and a device with a camera and mic for video and audio. During the consultation call, I will walk you through setting up Therapy Notes (the HIPPA-compliant Electronic Health Records System). The Therapy Notes client portal has many features we will use throughout our work. I will offer different options if telehealth is not a good fit for you. While it is impossible to list every potential risk and benefit, below are some examples of each, along with an explanation of the client's responsibilities to consider before starting therapy services via telehealth.

RISKS

- Privacy and Confidentiality. You must share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. I have carefully vetted any telehealth platform to ensure your data is secured according to the appropriate standards.
- Technology. You could sometimes have problems with your internet, video, or sound. I will call you to discuss the backup plan if you have issues during a session.
- Client discontinued contact for service. You could face adverse effects if you abruptly stop counseling and terminate communication for services without completing the recommended treatment plan.
- Crisis Management. It may be difficult for me to provide immediate support during an emergency or crisis when meeting via telehealth. In those cases, I may contact your emergency contact or the appropriate authorities. Suppose a crisis occurs outside of regular business hours. In that case, the plan we will follow is that you will contact either a local crisis center, 911, or the national suicide and crisis lifelines.

Local Crisis Centers in El Paso, TX:

Emergency Health Network
1600 E. Yandell Drive
El Paso, TX 79903
(915) 799-1800

El Paso Behavioral Health System
1900 Denver
El Paso, TX 79902
(915) 544-4000

National suicide and crisis lifelines:

1-800-273-TALK (8255) Text **HOME** to **741741** Call or Text **988**

BENEFITS OF TELEHEALTH

- Flexibility. You can attend therapy during times that work for you and your therapist.
- Ease of Access. You can attend telehealth sessions anywhere in Texas without worrying about travel to and from appointments.
- Less hassle: You do not need to deal with traffic or inclement weather.
- Comfort. You can access care from the comfort of your home.

CLIENT RESPONSIBILITIES FOR TELEHEALTH

- Ensure other people cannot hear the conversation or see the screen during sessions.
- Provide a quiet, private space for therapy, free from distractions. I will cancel any appointments violating this responsibility, and a fee will be applied.
- If attending from a car, make sure you are parked and alone; I will cancel any appointments violating this responsibility, and a fee will be applied.
- Do not record sessions without prior authorization.
*Using video or audio to record your session without permission will result in immediate termination and applicable legal charges.
- Only make and keep telehealth sessions while you are physically in Texas.

- Make sure to inform the provider if you are not in your usual location before starting any telehealth session.
- Ask for help and follow safety protocols when and as warranted per the crisis management plan.

CONFIDENTIALITY

Confidentiality is the law that protects the privacy of communication between a client and a provider. I will not disclose your personal health information without your permission unless required by law. Suppose I must disclose your personal information without your consent. In that case, I will only disclose the minimum necessary to satisfy the obligation. Below are a few exceptions to confidentiality.

- I may speak to other healthcare providers involved in your care.
- I may talk to emergency personnel.
- Suppose you report that another healthcare provider is engaging in inappropriate behavior. In that case, I may need to report this information to the appropriate licensing board.
- I will discuss making this report with you first. I will only share the minimum information necessary while creating a report. If I must share your personal information without your permission, I will only share the minimum required information.
- Suppose I believe there is a credible threat of harm to someone else. In that case, the law may require me to decide whether to warn the other person and notify law enforcement. This is term-specific, based on credible threat, as defined by the state law. I can explain more if you have questions.
- Suppose I have reason to believe a minor or elderly individual is a victim of abuse or neglect. In that case, I will contact the appropriate authorities as the law requires.
- If I believe you are at imminent risk of harming yourself, I may contact law enforcement or other crisis services. However, before getting emergency or crisis services, I will work with you to discuss different options to keep you safe.

AUDIO AND VIDEO RECORDING IN THE WAITING AREA

Audio and video recordings in the waiting area will monitor who enters the office, help identify threats, and record footage of any possible incidents. Only authorized personnel will have access to the recorded footage. Authorized personnel will include the provider, any representative relevant to the private practice, and any law enforcement conducting investigations.

RECORD KEEPING

I am required to keep records of your treatment. These records help ensure the quality and continuity of your care and provide evidence that the services you receive meet the appropriate standards of care. I will keep all records in an electronic health record (EHR) system. The EHR will have several safety features to protect your personal information, including advanced encryption techniques to make your personal information challenging to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. The EHR will keep records of all log-ins and actions within the system.

CANCELING AND RESCHEDULING

Please provide as much notice as possible when unable to attend a scheduled session. Providing more than 24-hour notice will result in more success in rescheduling your session promptly. Appointments canceled without at least 24-hour notice may be subject to a \$75 cancellation fee. **I will allow two courtesies and waive the fee with a valid excuse each calendar year. However, regardless of the reason after the second courtesy, all same-day (within 24 hours) and no-shows will be assessed the \$75 cancellation fee.** Note that the EHR allows clients to cancel and request new appointments 24 hours/ 7 days a week, except for the system being down for maintenance, which Therapy Notes communicates in advance.

There is a 15-minute grace period permitted for occasional tardiness. All arrivals past the 15-minute grace period will be considered a "no-show" and charged the cancellation fee. Abusing the grace period will lead to a reduced grace period, no grace period, and termination.

Please cancel in advance if you travel out of state during a scheduled appointment. Suppose it becomes apparent that you are not located in Texas, where I am licensed. In that case, I will immediately terminate the appointment. There will be no refund for self-pay clients and a \$75 cancellation fee for those with insurance.

*Note: Insurance benefits do not cover this fee and will be the client's responsibility.

INACTIVE CLIENTS

Should you repeatedly cancel appointments or miss two sessions in a row, I will deduce that you decided to discontinue therapy. If allowed, I will attempt to contact you by phone and leave a voicemail; you may consent for me to leave voicemails through the EHR client portal. If I do not receive a response within a week of that communication, I will complete a termination summary along with three referrals and share it with you via the client portal. Should you stop contact or stop requests for services for more than sixty consecutive days, I will deduce that you have decided to discontinue therapy. I will complete a termination summary and three referrals and share them via the client portal. If you choose to return for services, call the office (915)248-4453 for further instructions.

CANCELLATIONS INITIATED BY THE CLINICIAN

If I am ill or injured to the point that I must cancel the scheduled appointment, you will be notified by text, email, or phone, and I will make every effort to reschedule you within the same week.

Three possible reasons for cancellations:

- I made an error;
- I am ill or incapacitated to the point of being unable to send text or email;
- I am deceased.

If I make an error, I will contact you as soon as possible to reschedule. If I am ill or injured, I cannot text or email you before our appointment. I will contact you as quickly as possible to reschedule, and you will not be charged for the appointment.

IN THE EVENT OF LONG-TERM INCAPACITATION OR DEATH

In my professional will, two professional executors have been appointed to control the records and the active contact list. One of the professional executors will contact each client, provide information about my demise, and share referral sources for continued mental health services with another agency. The professional executor will keep records per law and ethical responsibilities.

TERMINATION

According to the American Counselors Association Code of Ethics (2014, A.11.c.), "Counselors terminate a counseling relationship when it becomes reasonably apparent that the client no longer needs assistance, is not likely to benefit, or is being harmed by counseling. Counselors may terminate counseling when in jeopardy of harm by the client or another person with whom the client has a relationship, or when clients do not pay fees as agreed upon."

I may terminate services if it becomes apparent that you would be better served by a clinician specializing in services that meet your needs and where I do not have the needed training or experience, such as a higher level of care. I will discuss the appropriate steps and provide referral resources.

COMMUNICATION

There are several forms of communication when outside of your sessions. You may call (leave a voicemail), text (do not share personal health information), send an email (do not share personal health information), or use the Headway messaging feature (if using insurance benefits).

Calls/ voicemails

- We use iPlum, a HIPAA-compliant mobile app, for our calls and voicemails. iPlum provides security and privacy with cutting-edge encryption technology to protect data during transmission. All calls and voicemails are stored behind enterprise-grade security with two-factor authentication (2FA) encryptions, strong password requirements, automatic password expiration, and app-level password protection.

Texting

- Texting is available using two texting methods: regular SMS and secured text messaging via an invitation to the iPlum app. Note that standard SMS is not a secure method of communication, is for general purposes, and is not to be used to communicate personal information. Secured text messaging is free for all engaged clients in active treatment. Contact the main office number (915) 248-4453 for an invitation to the free secure text messaging app channel.

Emails

- Email is not a secure method of communication and should not be used to communicate personal information. The EHR has a default setting that sends appointment reminders via email, which you can shut off by logging into the client portal.

Carefully review all options before communicating via any of the above methods. Secure communications are the best way to share personal information. If you decide to be contacted via non-secure methods, I will document it in your records.

ACCEPTABLE COMMUNICATION outside of the session includes:

- Cancelling or rescheduling appointments
- Clarification of homework
- Administrative needs
- The request for records or completion of paperwork (fees apply; see below)
- Client portal password reset
- Parent check-in for minor clients*
- Notice of technical difficulties
- Notice of collaborative care
- Request for the notice of authorization to release PHI

SOCIAL MEDIA, BLOGS, WEBSITES, AND REVIEWS

If you try to communicate with us via these methods, we will not respond. Communications include any form of friend or contact request, @mention, direct message, wall post, and so on. No response is to protect your confidentiality and ensure appropriate boundaries in therapy.

I may publish content on various social media websites or blogs. You are not expected to follow, comment on, or engage with the content. If you follow us on any platform, I will not follow you back.

If you see us on any review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include me. If you leave a review of me on any website, I will not respond. While you are always free to express yourself however you choose, please be aware of the potential impact on your confidentiality before leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms, leading to your review appearing elsewhere without your knowledge.

MARKETING

Your written authorization ("Your Marketing Authorization") also must be obtained before using your PHI to send you any marketing materials. (However, marketing materials can be provided face-to-face without obtaining Your Marketing Authorization. We are also permitted to give you a promotional gift of nominal value, if we so choose, without obtaining Your Marketing Authorization). We may communicate face-to-face about products or services relating to your treatment, case management or care coordination, alternative treatments, therapies, providers, or care settings without Your Marketing Authorization.

FEES AND PAYMENT FOR SERVICES

Full payment is due at the time of your session. If you cannot pay, I may refer you to another low- or no-cost service organization. Any unpaid balance will continue to be due until paid in full. If necessary, your outstanding balance may be sent to a collections service.

ADMINISTRATIVE FEES

A fee-based service is applicable for generating new clinical documentation that is requested. The cost will depend on the time and complexity of the documentation or request; I generally bill using my current rate, which is \$150 (one hundred and fifty dollars) per hour, prorated per minute. Payments for all services are due in advance. It is your responsibility to confirm with each agency, as some agencies do not accept paperwork completed by licensed professional counselors and instead prefer a medical or primary care provider.

Examples of new clinical documentation include but are not limited to

- Treatment summaries/ Narrative reports
- Mental Health Disability application or accommodations
- Documentation or application for Social Security Disability
- Documentation or application for the Family and Medical Leave Act
- Workers Compensation
- Other organizations' applications or forms

Documentation for the above can only be provided when the client has been engaged in active treatment, the length of which will vary on a case-by-case basis and is seldom indicated during a visit of less than 4-6 sessions. Depending on the services' complexity, fees may require either a contractual agreement specific to pay for such services, advance payment, or both.

The fee for clients requesting a copy of their records depends on the type of record requested (paper, electronic, or a combination).

- Paper format: \$25 for the first twenty pages and \$.50 per page for every copy afterward.
- Electronic format:\$25 for the first 500 pages or less; \$50 for more than 500 pages.
- Combination of hybrid format: follows both paper and electronic formats.

For example, if the patient’s record request consists of 40 pages of paper records and 100 pages of electronic records, the fee assessed will be \$60 (paper = \$35 (\$25 + 15x \$.50), plus \$25 for electronic copies).

Records can be picked up at the office by authorized personnel, mailed using USPS services, or uploaded to the client portal. Records requested via mail will be subject to an additional postage charge that follows the standard postal rates. E-records downloaded from the client portal should consider the risks associated with others who may access your device and be privy to the downloaded e-file.

NOTE TO ATTORNEYS

Per HIPAA law, I will only respond to communications once all obligations are confirmed. A legal counsel will review all court orders, subpoenas, and disposition requests. Please review the COURT APPEARANCE and applicable fees below. Signed Authorization for Release of Information forms may be required.

COURT APPEARANCE

Court appearances do not mean that the therapist's testimony will be solely in the favor of one party. I provide therapy services and am not a qualified expert witness or forensic evaluator. I can only report facts, not opinions. I cannot draw inferences or establish causal relationships between your therapy and legal case. Please consult your attorney about the pros and cons of requesting my presence in court when a records request will likely supply the same information.

Per the Texas Behavioral Health Executive Council and Texas State Board of Examiners of Professional Counselors Rules. Subchapter H. Contested Cases. 884.60 witness fee. (a) A witness or deponent who is not a party and who is subpoenaed or otherwise compelled to attend a hearing or deposition under §507.206 of the Occupations Code in connection with a complaint shall be entitled to reimbursement of expenses as outlined in §2001.103 of the Government Code. (b) The party or agency at whose request a witness appears or the deposition is taken shall be responsible for payment of the expenses required by this rule.

The following fees apply for court appearances:

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|---|-------------------------|
| Retainer charge for each court appearance | \$1500 |
| Preparation time (including submission of records) | \$300/hour |
| Phone calls | \$300/hour |
| Depositions | \$300/hour |
| Time required in giving testimony | \$300/hour |
| Time away from office due to depositions or testimony | \$300/hour |
| Email or written letters | \$150/hour |
| Filing a document with the court | \$100 (Plus court fees) |
| Mileage (if more than 25 miles) | \$0.10/mile |
| All legal fees and costs incurred by the therapist due to the legal action. | TBD |

PLEASE NOTE: Each appearance request requires a nonrefundable retainer fee of \$1,500 (one thousand five hundred dollars) due in advance. Court appearances must be booked seven days in advance to lessen the impact of schedule changes on other clients whose regularly scheduled appointments might be affected. Once scheduled, court appearance fees are due and nonrefundable; no exceptions exist. If a subpoena or notice to meet attorney(s) is received without a minimum of 7 days' notice, there will be an additional \$250 “express” charge. All fees are doubled if the therapist has to postpone or interrupt plans to go out of town.

A legal counsel will review all court appearance requests, orders, and subpoenas. The party or agency whose request for court appearance or deposition is taken shall be responsible for paying all fees. These fees are nonrefundable since I must clear my calendar of all appointments and prior obligations to attend court. If the court date is postponed and I must clear my calendar again, the requesting party will be responsible for another \$1,500 (one thousand five hundred dollars) retainer plus all applicable fees. If the court date is canceled, all fees paid will be nonrefundable. The requesting party is responsible for planning my appearance. The above policies and procedures apply to depositions as well. Any unpaid balances due to court appearances will forfeit future scheduled appointments and prevent the approval of new appointments.

*Fees and the terms of this notice are subject to change at any time. If this notice is changed, the new notice terms may be made effective for all PHI that the Facility and Health Professionals maintain, including any information created or received prior to issuing further notice. You may also obtain any new notice by requesting it with the provider in session or contacting the main office number (915) 248-4453.

BENEFITS. IN-NETWORK VERSUS OUT-OF-NETWORK

When your insurance provider is in-network, they contract with your insurance company. Your insurance plan may cover all or part of the cost of therapy. You are responsible for any portion of this cost not covered by insurance, such as deductibles, copays, or coinsurance. You may also be liable for any services not covered by your insurance. I recommend calling your insurance and learning more about your mental health service benefits.

When your provider is out-of-network, they do not have a contract with your insurance company. You can still choose to see your provider; however, the private pay fee will be due to your provider at the time of your session. Your provider does not handle filing for reimbursement from your insurance company; you need to contact your insurance company for further instructions. You are still responsible for the total amount if your insurance company decides not to reimburse you.

INSURANCE BENEFITS

For those using insurance benefits, it is imperative to understand that I, Dennise A. Hall, am contracted with New York Medical Behavioral Health Services dba Headway to process all in-network insurance claims for services I provide. I am credentialed (approved by your insurance) to provide services under the New York Medical Behavioral Health Services dba Headway group. Their identifying information is below.

New York Medical Behavioral Health Services dba Headway
Tax ID (EIN): 83-2675429
National Provider Identifier (NPI): 1235600834

Headway will manage everything related to insurance payments and the insurance plan. The Headway team will email you to help set up an account and add insurance and payment details. The estimated cost per session and the ability to check the benefits will be confirmed beforehand. You will be personally responsible for the cost of any services provided that are not covered by your health plan to the extent consistent with the terms of your health plan, such as deductibles, copays, or coinsurance. You can reach the Headway team directly at hello@headway.co — they can help with any insurance, billing, or accounting questions.

When using insurance, we must share personal information with your insurance company to use your insurance benefits to pay for services. Headway and insurance companies will keep personal information confidential unless they share it to act on your behalf, comply with federal or state law, or complete administrative work.

A completed Headway profile is always required. It is your responsibility to keep all information current. An incomplete profile will forfeit any scheduled appointments and prevent me from confirming new appointments. Please ensure that the form of payment provided has sufficient funds. Headway policy for insufficient funds will remove the form of payment to prevent fraudulent triggers on the account and render the Headway profile incomplete.

EMPLOYEE ASSISTANCE PROGRAMS (EAP)

Employee assistance programs (EAP) are workplace-sponsored interventions that offer employees access to confidential counseling, therapy, and support services for various personal and professional challenges. EAP addresses work-related or personal issues impacting performance, well-being, or mental health. EAP offers short-term solutions, focusing on resolving immediate concerns. Often, a referral for longer-term care is provided if necessary. Health in Mind will allow up to 8 EAP sessions before a referral for longer-term care is provided.

PRIVATE PAY AND OUT-OF-NETWORK

Private pay clients must keep a valid credit or debit card on file within the EHR platform. Charges for services or fees will be drafted within sixteen minutes of the scheduled appointment. You are responsible for keeping the payment information current, including providing new data if the card information changes or adding a new card/ account in case of insufficient funds to cover charges. Unpaid balances will forfeit any scheduled appointments and prevent me from confirming new appointments.

COMPLAINTS

If you are concerned that I have engaged in improper or unethical behavior, you can talk to me or file a complaint with the licensing board that issued the provider's license or the US Department of Health and Human Services.

To file a complaint with me, you may call (915)248-4453, by letter to Registered Agents, Inc., C/O Health in Mind Counseling, PLLC, 5900 Balcones Drive, Suite 100, Austin, Texas, 78731.

To file a complaint with the Texas Behavioral Health Executive Council, call the investigations/ Complaints 24-hour, toll-free system at (800) 821-3205.

To file a complaint with the US Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, DC 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

This practice will not retaliate against you for filing a complaint.

The law requires that I obtain your signature acknowledging that I have provided you with this. If you have any questions, it is your right and obligation to ask so I can have a further discussion before signing this document. When you sign this document, you will also sign an agreement with us. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have acted in reliance on it.

Right to Change Terms of this Notice—The terms of this notice may be changed at any time. If this notice is changed, the new notice terms may be made effective for all PHI that the Facility and Health Professionals

maintain, including any information created or received prior to issuing further notice. You may also obtain any new notice by requesting it with the provider in session or contacting the main office number (915) 248-4453.

YOUR SIGNATURE BELOW INDICATES YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. ALSO, IT SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE "2024 INFORMED CONSENT" DOCUMENT. YOU ACKNOWLEDGE THAT YOU ARE THE CLIENT OR THE CLIENT'S LEGAL REPRESENTATIVE AND AGREE THAT YOUR DRAWN OR GENERATED SIGNATURE IS A LEGALLY BINDING EQUIVALENT TO YOUR HANDWRITTEN SIGNATURE.

