

Client Informed Consent

Jessica Romero, M.A., LPC Associate
Supervised by Wib Newton, Ph.D., LPC-S, LMFT-S

Client Name: _____

Guardian of Client (if a minor): _____

Hello and welcome to my office, I am glad you are here. I am committed to providing you with quality care. Therapy is a relationship between people that works, in part, because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client of psychotherapy, or counseling, you have certain rights that are important for you to know. Your rights include:

- The right to know the level of training, credentials, and theoretical orientation of your counselor.
- You have the right to review copies of the records the counselor keeps on your behalf. However, if you do make a request to see your file, the counselor is free to tell you if she thinks it would be harmful to you or otherwise not in your best interest to see it.
- You have the right to know that the process of counseling could open up levels of awareness or lead to changes that could produce pain, anxiety, or turmoil in your life or relationships. (See Handout).
- You have the right to decide not to receive counseling from your present counselor and/or end counseling at any time without additional obligation. If you wish, the counselor will provide you with a referral to another qualified counselor.

Your Counselor

Jessica Romero is a Licensed Professional Counselor Associate (License no. 84800) supervised by Wib Newton, PhD, LPC-S* (license no. 14311), LMFT-S* (license no. 3794). Jessica graduated Southeastern University with a Bachelor of Science in Psychology and West Texas A&M with a Master of Art in Counseling. Jessica has met the requirements by the State of Texas under the occupations code, chapter 503 that allows her to provide individual, couples, family, and groups services under supervision.

Nature of Therapy

Jessica primarily uses the structure and techniques of Restoration Therapy, which utilizes Attachment Therapy, Emotional Regulation, and Mindfulness to bring structure and organization to the counseling process with the goal of helping both the client and the therapist with understanding patterns of destructive behavior and creating new pathways that will stimulate and promote change. Jessica also utilizes the approaches and techniques of Cognitive Behavioral Therapy and Dialectical Behavioral Therapy.

Appointments

Therapy sessions are 45-50 minutes, and the fee is \$75 per session. Payment is due at the time of the office visit. Please make all checks out to Amarillo Family Institute. 90-minute sessions are also available upon request and based on availability; the fee for a 90-minute session will be \$112. No insurance can be filed for my service at this time. If you are having a hard time paying for therapy, please discuss it with me. If I am away from the office for an extended time, there will be another therapist at my office covering my practice.

The fee for a returned check or declined credit card is \$35. If you are unable to make a scheduled appointment, please leave a message on my voicemail 24 hours in advance to avoid being charged for the time reserved. This policy is in effect regardless of the reason for cancellation. If there are two consecutive no shows for appointments, you will be taken off the schedule. If you are late, we will end on time and not run over into the next person's session. *Appointments cancelled less than 24 hours before the scheduled appointment will be charged half of the counseling fee. Appointments that are not cancelled beforehand and the client does not attend will be charged the full counseling fee.* By initialing, you agree to these terms.

Contact Outside of Sessions

You may contact your counselor outside of session times via email, call, or text. Your counselor will not respond to email or texts or answer calls on the weekends or after work hours. Please limit contact with your counselor outside of session to scheduling issues. Please know that any phone calls that last for more than 10 minutes will cost you the price of a full session (**\$75**).

Confidentiality

This is your therapy; whose goal is your wellbeing. There are certain legal limitations to those rights that you should be aware of. As a therapist I have corresponding responsibilities to you. Trust and openness are essential for effective therapy. Confidentiality is carefully protected. No information will be released without the client's written consent unless mandated by law. Possible exceptions to confidentiality include but are not limited to the following situations:

- Child abuse
- Abuse of the elderly or disabled
- Abuse of patients in mental health facilities
- Sexual exploitation
- AIDS/HIV infection and possible transmission
- Criminal prosecutions
- Child custody cases
- Suits in which the mental health of a party is in issue
- Situations where the therapist has a duty to disclose, or where, in the Therapist's judgement, it is necessary to warn or disclose.
- Fee disputes between therapist and the client/responsible party.
- Negligence suit brought by the client against the therapist
- Filing of a complaint with the licensing or certifying board.

- In order to improve her counseling skills to help you more effectively, your counselor may occasionally and confidentially discuss certain aspects of your counseling experience with her supervisor, Wib Newton, PhD, LPC-S, LMFT-S*.
 - Your counseling session notes are the property of Jessica Romero's supervisor Wib Newton, PhD, LPC-S, LMFT-S*.

If you have any questions regarding confidentiality, you should bring them to my attention so that we can discuss this matter further. I hold confidentiality between clients in the highest regard and will make every effort to protect information shared in our sessions together. By signing this Informed Consent Form, you are giving consent to Jessica Romero, LPC Associate to share confidential information with all persons mandated by law, with the agency that referred you and are also releasing and holding harmless the undersigned therapist from any departure from your right of confidentiality that may result.

Minors

Minors must have parental consent for counseling with the exception that the client is:

- 16 years of age or older and resides apart from the parents/guardians and manages his/her own financial affairs
- Thinking about suicide
- Concerned about alcohol or drug addiction/dependency
- Being sexually, physically, or emotionally abused.

Consenting parents have the right to examine the treatment records of children under the age of 18. In order that minors may have the trust of a protected environment, it is your therapist's practice to ask the parents to forego that right (progress with parent/guardian may be discussed) with the exception of extreme circumstances (see confidentiality above).

At the termination of treatment and upon request, your therapist will provide the parent(s)/guardian(s)/ responsible party(ies) with a summary of treatment. It is important to note that in the state of Texas, children under the age of 17 may not have consensual sex (by law it is considered indecency with a child and therefore child abuse) and the state of Texas requires a therapist to breach confidentiality and report activity to the appropriate persons, including but not limited to parent(s)/guardian(s)/responsible party(ies). If your therapist is required to make such a report to the proper authorities, you will be informed as well.

Confidentiality of All Electronic Communication

Please know that your therapist will maintain your confidentiality to the best of her ability; however, she cannot guarantee this with any electronic communication. This includes, but is not limited to the following: email, Skype, chat, texting, mobile devices, cell phones, or fax. Please note that your therapist will not answer emails in a therapeutic way. If you have a dire need please feel free to schedule a call or email. If you are facing an emergency, please call 911 or visit local emergency services. Please understand that any emails or texts you send are a part of the official records.

Additionally, please be aware that your counselor will not accept friend/follow requests from you on social media accounts in the interest of protecting your privacy and maintaining professional boundaries.

No Secrets Policy

Trust and openness are essential for effective therapy. The best interest of the client holds priority in the therapeutic process. For this reason, in the prevention of collusion, any updates or information pertaining to the client provided by parents and responsible parties to the therapist without the client’s knowledge will **not** intentionally be kept from the client. By initially this section, you are entrusting the therapeutic care of your child to the therapist, new information will be handled appropriately in session according to the best interest of the client.

Client’s Initials

Parent/Guardian/Responsible Party Initials

Dual Relationships

If you should meet any member of the Amarillo Family Institute staff or your therapist in public, please know that they will not acknowledge you unless you initiate contact. It is preferred that you decide whether or not to disclose your acquaintance to others.

Multiple Therapeutic Relationships

The American Psychological Association Ethical Standards strongly discourages therapists from providing therapy to a client who is already engaging in a therapeutic relationship with another therapist. The exceptions to this rule include if the client has appointments with a Psychiatrist for medication purposes or a psychologist for a psychological evaluation. If you, the client, are currently in a contractual therapeutic relationship with another therapist, or enter into one at a later time, while choosing to engage into a contractual therapeutic relationship with this therapist, according to state law, by initially this section, you authorize and give consent that I can speak with and release information to the other therapist(s), in addition to any law enforcement, Child Protective Services, or other forms of authoritative services.

Client’s Initials

Parent/Guardian/Responsible Party Initials

Incapacity or Death

In the event of the incapacitation or death of myself, it will be necessary to assign your case to another therapist and for that therapist to have possession of your treatment records. By your signature on this form, you are consenting to another LPC Associate/ LPC / LPC-Supervisor,

LMFT/LMFT-Supervisor, which are personally chosen colleagues preferred by myself, to take possession of your records OR to deliver them to another LPC Associate/ LPC / LPC-Supervisor, LMFT/LMFT-Supervisor of their choosing.

Emergency/Crisis

Please know that Jessica Romero does not provide a 24-hour crisis counseling service. In the event you encounter a personal emergency which will require prompt attention, Amarillo Family Institute will make every effort to accommodate and make an appointment. Should you experience an emergency necessitating immediate mental health attention while the office is closed, please contact a family member, call the Crisis Line at (806) 359-6699, Family Support Services at (806) 342-2500, call 911, or go directly to the nearest emergency department.

Modification and Conflict Resolution

It is agreed that any disputes or modifications of agreement shall be negotiated directly between the therapist and client(s). If these negotiations are not satisfactory, then the therapist's client(s) agree to mediate any differences with a mutual acceptable third-party mediator, consisting first of another therapist of the practice. If these negotiations are unsatisfactory, the parties shall move to arbitration and then binding arbitration, choosing an arbitrator mutually agreeable by both. Litigation shall be considered only if and after all of these methods of resolution are given a good faith effort and are unsatisfactory.

Risks and Benefits

It is agreed that the client shall make a good-faith effort at personal growth and engage in the counseling process as an important priority at this time in his/her life. Therapy is designed to assist clients in resolving issues and dealing with painful life problems. Your counselor will make every effort to make therapy successful; however, you should know that therapy is no guarantee that you will "solve" your problems and that all issues will be resolved. Furthermore, please be aware that through the course of therapy we may expose issues that may cause additional problems to you and bring more life distress. Participation in therapy means that you accept these risks and are willing to deal with potential problems. Suspension, termination, or referral shall be discussed for lack of commitment or for any unresolved conflict or impasse between therapist and client as soon as possible.

Divorce / Separated Parents of a Minor

If a divorce or a separation of parents has occurred, a current copy of all relevant court documents regarding parental rights and involving the children of the marriage is required before therapy begins. These documents include but are not limited to, the Divorce Decree, Custody Decree, or other court orders affecting the rights of parents, guardians, and others. If joint custody exists, the parent not bringing the child will also be contacted via letter with an intake form and an invitation to that parent to call with any questions and to participate in their child's counseling. It is Jessica Romero's policy to involve both parents. Jessica Romero will require a payment plan to be agreed upon by divorced or separated parents, prior to the commencement of counseling services, to provide specific terms of payment for the individual adult counseling

sessions, and the session charges for children of the relationship, irrespective of the age of the children. This agreement will be signed by each member of the family or each party mentioned within the agreement. I do not provide forensic interviews, custody or visitation evaluations, or release of records. I do not serve as an expert witness or provide testimonial services in custody battles. By signing this form, you agree not to subpoena me to court for testimony or for disclosure of treatment records.

Client's Initials

Parent/Guardian/Responsible Party Initials

Termination of Counseling

Some clients need only a few counseling sessions to achieve their goals; others may require months or even years of counseling. As a client, you are in complete control and may end our counseling relationship at any time though it is requested that you participate in a termination session. You also have the right to refuse or discuss modification of any of my counseling techniques or suggestions that you believe might be harmful.

I assure you that my counseling services will be rendered in a professional manner consistent with the current ethical practices promulgated by the Ethical Codes of the Texas State Boards of Examiners of Licensed Professional Counselors and Marriage and Family Therapists and the HIPAA security and privacy rules. If at any time or for any reason you are dissatisfied with my services, please let me know so that existing issues can be worked through. If I am not available to resolve your concerns, you may report your complaints.

Should you miss two appointments concurrently, our counseling relationship can terminate, and you will be provided with a referral list upon request to another facility, should you want to continue counseling services. You will be responsible for contacting and evaluating those referrals and/or alternatives. If you continue to not show for your appointments, (even with a 24-hour notice), you will also be referred. If you intend to discontinue counseling, please inform me as soon as possible so that other clients can be serviced.

Records and Confidentiality

All our communications become part of the clinical record. Records are the property of Jessica's supervisor, Wib Newton*. Adult client records are disposed of seven years after the file is closed. Guardians or conservators do have access to child-client files and will need to sign for consent of services (within joint custody cases, only one guardian or conservator is needed to sign for consent for the child). Minor client records are disposed of seven years after the client's 18th birthday. Should you request a copy of your counseling records, please be aware that a \$30.00 record preparation fee will be incurred for files under 50 pages and a \$50.00 record preparation fee will be incurred for files 50-100 pages. Additionally, a **"Release of Records"** form must be signed. An overall counseling summary, in lieu of records, will be provided free of

charge upon request. If records are subpoenaed, this does not indicate an automatic release of records and we may choose to seek a court order quashing the subpoena or providing protection should disclosure be deemed not in the client's best interest. If information needs to be released it will only be done according to state law and with a written consent (separate form) from the parent/guardian indicating an informed consent of such release.

Associate Supervision and Recorded Sessions

Your counselor, Jessica Romero, M.A., LPC Associate, is supervised by Wib Newton, PhD, LPC-S, LMFT-S. Your counselor meets with her supervisor on a weekly basis as she continues to learn and grow as a counselor. Your counselor may discuss some aspects of your counseling process with her supervisor to learn how to help you better. During her supervision, your counselor may videotape your session to help the learning process. You have the option to decline videotaping of your sessions. Declining to videotaping will have no effect on your therapy and/or Jessica's ability to see you. All recordings are for educational purposes only and will be deleted immediately after Supervisor viewing. If you have any issues with your counselor, please contact Wib Newton*.

HIPPA/HITECH and Notice of Privacy Practice Acknowledgement

Our office is required by law to maintain the privacy of and provide individuals with a copy of or "Notice to Privacy Practices" of our ethical and legal duties in regard to your protected health information in all forms (i.e. all paper and/or electronic data). A copy of this notice is on our website and is available in paper form. A copy will be provided to you at no cost upon your request. If you have any questions or objections to the Notice, please ask to speak with our HIPPA/HITECH Certified Office Administrator in person or by phone at (806) 350-3133.

***Wib Newton, PhD, LPC-S, LMFT-S**

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LMFT-S License Number 3794
Amarillo Family Institute
4211 I-40 West Suite 101
Amarillo, TX 79106
Phone: (806) 350-5862
Email: wibnewton@gmail.com

Signature

By your signature below, you are indicating that you have read and understood this document, or that any questions you had about this document were answered to your satisfaction-- and that you were furnished a copy of this document, acknowledge your commitment to comply with all of its terms and requirements, issue consent for Jessica Romero, M.A., LPC Associate to work with you and/or your child (client over the age of 12 must also sign) and acknowledge understanding and agreement with my financial obligations including the fee of \$75 per session.

I _____ (printed name) have read and understand the Informed Consent for Jessica Romero, M.A., LPC Associate and consent to entering into a counseling relationship with her.

Signature (Client) Date

Signature (Parent/Legal Guardian #1) Date

Signature (Parent/Legal Guardian #2) Date

Amarillo Family Institute Staff Signature Date

Video/Audio Taping Consent

I _____ (printed name)

___ consent to the videotaping of my sessions.

___ do NOT consent to the videotaping of my sessions

Signature (Client)

Date

Signature (Parent/Legal Guardian #1)

Date

Signature (Parent/Legal Guardian #2)

Date

LITIGATION

In unusual cases, you may become involved in litigation that may require Jessica’s participation (including her supervisor). Should you or your attorney subpoena me as a factual case witness or involve me in court-related proceedings, your therapist will need adequate time to prepare for that participation; therefore, an advance notice of 2 weeks is required. This is to ensure your therapist’s availability and cooperation.

At the time notice is received of a scheduled court date the following fees will become due for the professional time of your Therapist. All fees are to be paid prior to the scheduled court appearance. Please note you will receive an additional invoice for travel and meal expenses.

\$225.00 (Jessica) + \$800.00 (Wib) = \$1,025.00.00 – half day of professional time

\$375.00 (Jessica) + \$1600.00 (Wib) = \$1,975.00 – full day of professional time

In the event the court date is cancelled or rescheduled your therapist must receive notification 48 hours in advance. Please call 806-553-0534. If the required notice is provided, the responsible party will receive a full refund of paid professional time. Failure to provide advance notice will result in your account being charged the full day of professional time as well as travel/meal expenses.

Please let me know before establishing a counseling relationship if you are attending counseling for court or court-related purposes/motivations. If there is an outstanding balance on your account, I do not agree to provide testimony, write reports, speak with attorneys, or be involved in any court related proceedings.

By your signature(s) you acknowledge you have read this notice and agree to the terms.

Client Printed Name: _____

Client Signature: _____ Date: ____/____/____

Parent/Guardian #1 Printed Name: _____

Parent/Guardian #1 Signature: _____ Date: ____/____/____

Parent/Guardian #2 Printed Name: _____

Parent/Guardian #2 Signature: _____ Date: ____/____/____

Date: ____/____/____

Office Staff Signature as Witness