

Welcome to Quirky Counseling PLLC. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations.

Although these documents are long and sometimes complex, it is very important that you understand them. Signing this document represents an agreement between us. We can discuss any questions you have when you sign or at any point in the future.

I. MENTAL HEALTH SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each party. As a client in psychotherapy, you have certain rights and responsibilities. There are also legal limitations to those rights you should be aware of. As your therapist, I have responsibilities to you, as well. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

II. APPOINTMENTS

Appointments will ordinarily be 53-60 minutes in duration, per session at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you are more than

15 minutes late to your appointment, the session will be cancelled and you will still be responsible for the no call/late cancellation fee.

I understand that Quirky Counseling PLLC has the ability to change rates regarding services or cancellation fees and will attempt to provide as much notice as possible.

If you need to cancel or reschedule a session, I ask that you provide 24 hour notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect \$75 (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment within the same week but this is not guaranteed. This applies to the initial session as well.

You're also responsible for coming to your session on time; if you are late, your appointment still needs to end on time.

If you qualify for sliding scale, the cancellation fees listed above will be defaulted to your approved slide scale rate listed on your slide scale application upon verification.

III. PROFESSIONAL FEES

The standard fee for initial and subsequent sessions for individuals or children is \$150.00. The standard fee for initial and subsequent sessions for couples/family is \$175.00 per session. The standard fee for the initial intake and each subsequent session for group therapy is \$55. You are responsible for paying at the time of your session unless prior arrangements were made.

If you qualify for sliding scale, the fees listed above will be defaulted to your approved slide scale rate listed on your slide scale application upon verification. I understand slide scale options are limited and not all clinicians offer sliding scale at Quirky Counseling PLLC.

If you have a balance from a previous session, that balance must be paid before meeting with your therapist again. Quirky Counseling PLLC will make every effort to collect on any unpaid balance to help you avoid accruing a large balance and reserves the right to cancel your future appointments until that balance is paid.

We do not ordinarily accept checks but in cases in which we do, any checks returned to the office are subject to an additional fee of up to \$25 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment and immediately discontinue services.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request.

If a client requests that I complete official documentation outside of session time—such as disability forms, letters, or third-party paperwork—this service will be billed at a rate of \$60 per hour, billed in 15-minute increments. Completion of such paperwork will occur outside of clinical sessions and is **not covered by insurance**. This rate reflects the time and professional expertise required to fulfill these administrative requests in a thorough and ethical manner.

If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify. Should I be subpoenaed to be an active witness or involved in any court-related process, the court appearance fee is \$250.00 per hour, any parking and toll fees incurred will need to be paid (per receipts). In addition to these costs, I understand that to reserve any Quirky Counseling PLLC mental health professional for court testimony, we require a retainer fee of \$2,000.00 with a charge of \$250.00 per every hour our clinicians are involved in case preparation, phone calls, travel and witness time.

I understand that if I do issue any mental health professional of Quirky Counseling PLLC a subpoena without Quirky Counseling PLLC's approval, that my subpoena will be directly turned over to their attorney and bill will be rendered to Quirky Counseling PLLC for immediate retainer fee.

IV. INSURANCE

To set realistic treatment goals and priorities, it is important to evaluate your resources available to pay for your treatment. If you have a health insurance policy, it may provide some coverage for mental health treatment. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual

level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require your authorization to provide a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR)*. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable). Sometimes I must provide additional clinical information such as treatment plans or summaries or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information database. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee.

Many policies leave a percentage of the fee (co-insurance) or a flat dollar amount (co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit through Therapy Appointment Portal. Some insurance companies may also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. These are insurance requirements, not Quirky Counseling PLLC's requirements.

Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for

reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

V. PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me or have them forwarded to another mental health professional to discuss the contents.

If I refuse your request for access to your records, you have the right to have my decision reviewed by another mental health professional. We can discuss upon your request. You also have the right to request that a copy of your file be made available to other health care providers.

VI. CONFIDENTIALITY

In general, the privacy of all communications between a clinician and patient is protected by law, and I can only release information about you with your written permission. However, there are a few exceptions to this rule. In the event that I do release confidential information about you, I will make all reasonable attempts to discuss this with you before I proceed. In the following situations, no authorization is required:

- If there is reasonable suspicion a child, dependent adult, or elderly individual is being abused or neglected a report must be filed with the respective Protective Services agency.
- If it is believed you are making a serious threat of physical harm to another person or yourself, protective measures must be taken (e.g., notifying the potential victim, contacting the police or family members, and/or seeking hospitalization).
- During legal proceedings, written evaluations and assessment notes may be subpoenaed or court ordered.

- If you sign a consent to release information to a third party of your choosing, (e.g., Authorization to Disclose Protected Health Information), disclosure of your records may also be made.
- If a patient or patient's parent/guardian files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

For Minors:

- In proceedings involving custody or those in which your child's emotional condition is an important issue, a judge may order my testimony if they determine that the issues demand it. If you or your legal representative raise your child's mental or emotional condition in a legal proceeding, this may result in a waiver of confidentiality, and I may be required to release relevant records or testify. If you are involved in litigation, you are encouraged to consult with your attorney to discuss these issues in more depth.
- Parents may have the right to receive information about their child's treatment or evaluation if that child is under the age of 18.

If you submit your bill to your insurance company for reimbursement, they require that I provide a clinical diagnosis and may also request additional information.

In some cases, I may find it helpful or necessary to consult with another professional about the client. During a consultation, I would make every effort to protect the client's identity. Please be aware that other professionals are also legally and ethically bound to keep this information confidential.

Please be aware that electronic communications (e.g., email, text) carry some level of risk to confidentiality. While I take reasonable precautions to protect your information, I cannot guarantee complete security of data transmitted electronically.

VII. PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. For any minor 14 and older, I request an agreement between the child and parents to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication requires the child's agreement, unless I feel there is a safety concern (see also above section on confidentiality for exceptions). In this case, I will make every effort to notify the child of my intention to disclose information and handle any objections raised.

VIII. CONTACTING ME

The best way to contact me is by phone at (512) 546-7581 (call or text) or by email at admin@quirkycounseling.com. I do not answer calls while in session, so please leave a

voicemail or send a text, and I will return your message as soon as I am able, typically within 2–3 business days for non-urgent matters.

I am not a crisis counselor and do not provide emergency mental health services. My practice does not have 24-hour availability, and I may not be able to respond immediately to urgent messages. If you are experiencing a crisis, or if you feel unable to keep yourself safe, please do not wait for a response from me. Instead, go to your nearest Emergency Room, call 911, or call/text 988 to speak with a trained crisis counselor.

If, for unforeseen reasons, you do not hear from me or I am unable to reach you, please use these resources. I will make every attempt to inform you in advance of any planned absences or delays in response time.

IX. TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination process depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that psychotherapy is not being effectively utilized or if you are in default on payment.

I may also terminate the therapeutic relationship immediately in the event of a rupture in the therapeutic alliance. This may include, but is not limited to, verbal hostility, threats, intimidation, physical aggression, or any behavior that interferes with the therapeutic process. In such cases, I reserve the right to deliver notice of termination in writing (e.g., via email), along with appropriate referrals to support continuity of care.

Should you fail to schedule an appointment for six consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

X. OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or former clients.

XI. CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

XII. COMPLAINTS

If you are unhappy with what is occurring in therapy you are strongly encouraged to speak with your therapist or Quirky Counseling PLLC about your concerns so that we can respond appropriately. Your concerns will be taken seriously, with care and respect. If you believe that your therapist has been unwilling to listen and respond, or that they have behaved unethically, you may make an official complaint to one of the following based on your state.