

## INFORMED CONSENT

This document is the *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, its contractors, and covered entities operating within the private practice's services.

\*Disclaimer: This profession may interchange the terms *patient* and *client*; *counseling* and *therapy*; and *provider*, *therapist*, *licensed professional counselor*, and *clinician*.

### THE THERAPY PROCESS

Health in Mind Counseling, PLLC, is a private practice providing mental health therapy. Services are available 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 strong client-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 reviewing important information about this consent and the notice of privacy, along with our policies and procedures, answering any questions you may have, and providing a history of factors to provide 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. I will share the treatment plan via the client portal for your review. Over time, you and I may edit your treatment plan to ensure it accurately describes your goals and objectives.

**Remember that participation in therapy is voluntary - you can stop at any time.** The purpose of the treatments is to help you achieve your goals. At that point, we will review your progress and determine whether the recommended treatment plan is complete. Once complete, we will create a final termination activity to highlight your progress and summarize the interventions used; this activity will also serve as a guide for your future self to assess when you would benefit from returning to therapy. This process is not linear and will be adjusted according to your needs.

## TELEHEALTH SERVICE

According to the National Institute of Mental Health, telehealth can be effective for many people diagnosed with attention-deficit/hyperactivity disorder (ADHD), posttraumatic stress disorder (PTSD), depression, and anxiety. Telehealth relies on technology to provide treatment virtually. This service is a convenient and effective way to receive mental health care.

To work with me via telehealth, you will need an internet connection and a device with a camera and microphone for video and audio. During the consultation call, I will walk you through setting up the Therapy Notes client portal (the HIPAA-compliant Electronic Health Records System). The Therapy Notes client portal offers many features with 24/7 access, except during maintenance periods communicated with advanced notice. However, if telehealth is not a good fit for you, I will provide additional resources and make appropriate recommendations.

While it is impossible to list every potential risk and benefit, the following risks, benefits, and client responsibilities may help inform your decision about telehealth services.

### BENEFITS

- 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 safe spaces.

### RISKS

- Privacy and Confidentiality. You will share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information.
- The provider carefully vets any telehealth platform to ensure data is secure to the appropriate standards.
- Technology. You may sometimes have problems with your internet, video, or sound. If you have issues during a session, you and the provider will follow the backup plan discussed during the difficulty.
- Crisis Management. It may be difficult for the provider to provide immediate support during an emergency or crisis. You and the provider will follow the plan below for emergencies or crises, as outlined according to the area of risk, such as suicidal ideation/suicide, with a plan to seek emergent services by contacting either a local crisis center or the national suicide and crisis lifelines.

Crisis Centers located in El Paso, TX, for local clients:

Emergency Health Network  
(915) 779-1800

[emergencehealthnetwork.org](http://emergencehealthnetwork.org)

Toll-Free Crisis Hotline: 1-877-562-6467

Est. 20 El Paso Behavioral Health System  
(915) 544-4000  
elpasobh.com

National suicide and crisis lifelines for all clients in Texas:

**1-800-273-TALK (8255)**

Text **HOME** to **741741**

Call or Text **988**

### CLIENT RESPONSIBILITIES FOR TELEHEALTH

- Provide a quiet, private space for therapy.
- Ensure no one else can hear the conversation or see the screen during sessions.
- If attending by car, please ensure you are alone and not driving.
- Do not use video or audio to record your session unless you have the provider's prior authorization.
- Only make and keep telehealth sessions while physically in the state of Texas.
- Inform the provider if you are not in the usual location before starting any telehealth session.

- Ask for help and follow safety protocols when and as warranted per the crisis management plan.
- Communicate your preferences and needs with your provider.

## 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, except as 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 share only the minimum information necessary when creating a report. If I must share your personal information without your permission, I will share only the minimum required.
- 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. The report is term-specific and based on a credible threat, as defined by 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 required by law.
- 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.

## 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 documents in an electronic health record (EHR) system, Therapy Notes. The EHR will include several safety features to protect your personal information, including advanced encryption to make it difficult 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 logins and actions within the system.

## THERAPYFUEL ARTIFICIAL INTELLIGENCE

The extent of artificial intelligence use in this practice involves the clinician's use of the Therapy Notes' additional feature, TherapyFuel. TherapyFuel streamlines the documentation process and ensures notes contain all necessary information to meet insurance requirements for supporting processed claims. It uses a privacy-by-design approach that provides adequate safeguards are in place to protect personal health information (PHI). All data entered in the Therapy Notes added feature (TherapyFuel) remains within the Therapy Notes system. The data entered is not used to train any AI models outside the system.

Utilizing TherapyFuel in this practice will help boost productivity and optimize clinicians' documentation with assistive tools. TherapyFuel will streamline the time-consuming record-keeping process, allowing the clinician to focus on what truly matters: the client.

This change will not impact any processes related to working with this clinician. Please get in touch with the provider with any questions or concerns. Otherwise, you, the client, do not need to take any action.

## CANCELING AND RESCHEDULING

Please provide as much notice as possible when unable to attend a scheduled session. Providing more than 24 hours' notice will increase the likelihood of rescheduling within the same week. Appointments canceled without

at least a 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 a day, 7 days a week, except when the system is down for maintenance, which Therapy Notes communicates in advance.

I extend a 15-minute grace period to clients for occasional tardiness. All arrivals after the 15-minute grace period will be considered a "no-show" and charged the cancellation fee. Abusing the grace period will result in a reduced, no grace period, or termination of the therapeutic relationship.

Please cancel in advance if you travel out of state during a scheduled appointment. Suppose it becomes apparent that you are not in Texas, where I am licensed. In that case, I will immediately terminate the appointment, and a \$75 cancellation fee will apply. \*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 without communication, 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, including three referrals, and email it to you. 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 email.

#### CANCELLATIONS INITIATED BY THE CLINICIAN

If I am ill or injured to the point that I must cancel the scheduled appointment, I will notify you by text, email, or phone. I will make every effort to reschedule you within the same week. Three possible reasons for cancellations:

- I made an error and double-booked myself.
- 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 there will be no fees.

#### IN THE EVENT OF LONG-TERM INCAPACITATION OR DEATH

In my professional will, two professional executors are responsible for all 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 in accordance with the law and their ethical responsibilities.

#### TERMINATION

According to the American Counseling 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 your needs require a clinician with additional specializations that I do not possess, such as a higher level of care. I will discuss the matter, 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) or the Therapy Notes messaging feature.

### 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 remain behind enterprise-grade security, including two-factor authentication (2FA), encryption, strong password requirements, automatic password expiration, and app-level password protection.

### Texting

- Texting is available via two methods: regular SMS and secure 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 at (915) 248-4453 to request 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 turn off by logging in to the client portal.

### Platform secured messaging

- Headway and Therapy Notes provide password-protected messaging and app-level protection.

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 use a non-secure method, I am not responsible for any outcomes.

## 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

Any of these communication attempts, 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. I do not expect you 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 related to your treatment, case management, or care coordination, as well as 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 remain due until paid in full. If necessary, any outstanding balances may transfer to a collections service.

## ADMINISTRATIVE FEES

A fee-based service applies to generating new clinical documentation requested. The cost will depend on the time and complexity of the documentation or request. I generally bill at my current rate of \$150 (one hundred and fifty dollars) per hour, prorated by the 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

New clinical documentation, as outlined above, will be available for clients engaged in active treatment, the length of which varies on a case-by-case basis and rarely includes those who attended fewer than 3-5 sessions. Depending on the request's complexity, fees may require either a contractual agreement to pay for the services, an advance payment, or both [for example, see court appearance section below].

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

- Paper format: \$15 for the first fifty pages and \$.30 per page for every copy afterward. Plus postage cost for its delivery.
  - Electronic format: \$25 for the first 300 pages or less; \$50 for more than 300 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 (mailed), the fee assessed will be \$15 + postage.

Mailed records will be handled by authorized personnel at USPS or uploaded to the client portal for active clients. 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 posed by 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 will be required.

#### COURT APPEARANCE

Court appearances do not mean the therapist's testimony will favor only 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 treatment 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 to legal/court-related requests:

Retainer charge for each court appearance without a 7-day notice	\$5,000
Retainer charge for each court appearance with 7-day notice	\$3,000
Preparation for court	\$300/hour
Phone calls	\$300/hour
Depositions without 7-day notice	\$500/hour
Depositions with 7-day notice	\$300/hour
Time required for giving 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

#### PLEASE NOTE:

Legal counsel will review all court appearance requests, orders, and subpoenas. Please ensure all documentation has appropriate signatures. The requesting party will be responsible for the applicable retainer, plus all applicable fees. All fees double if the court appearance request requires travel out of town. Each appearance request requires a nonrefundable retainer fee due in advance.

The requesting attorney must advise of court appearances or depositions at least 7 days in advance to lessen the impact of schedule changes on other clients whose regularly scheduled appointments might be affected. Once scheduled, court appearance or deposition fees are due and nonrefundable; no exceptions exist.

\*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 before the issuance of further notice. You may also obtain any new notice by requesting it from the provider during a session or by contacting the main office at (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 provider to learn 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 considered an in-network provider for services under the Group, New York Medical Behavioral Health Services, dba Headway. Their identifying information is below.

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

My National Provider Identifier (NPI): 1962162347

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. Headway will estimate the cost per session and let you review your benefits on its platform. 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](mailto: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 up to date. An incomplete profile will forfeit any scheduled appointments and prevent me from confirming new**

**appointments. Please ensure the provided payment method has sufficient funds. Headway policy for insufficient funds will remove the payment method to avoid unnecessary charges on the account and render the Headway profile incomplete.**

#### PRIVATE PAY AND OUT-OF-NETWORK

Private-pay clients must keep a valid credit or debit card on file in the EHR platform. I am asking clients to pay their balances at the start of each session. Clients are responsible for keeping the payment information current, including providing new data if the card information changes or adding a new card/account if insufficient funds are available 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 Texas Behavioral Health Executive Council licensing board, the US Department of Health and Human Services, or the Office of the Attorney General's Consumer Protection.

To file a complaint with me, you may call (915)248-4453 or by letter to 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 or visit <https://bhec.texas.gov/contact-us/>.

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/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

To file a complaint with the Office of the Attorney General's Consumer Protection webpage, visit <https://www.texasattorneygeneral.gov/consumer-protection>.

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

The law requires me to obtain your signature acknowledging that I have provided this to you. 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.

We have the right to change the terms of this notice at any time. If this notice is changed, the new terms may be made effective for all PHI that the Facility and Health Professionals maintain, including any information created or received before the issuance of further notice. You may also obtain any new notice by requesting it from the provider during a session or by contacting the main office at (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 "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.