

Woodlands Family Institute, P.C.

Geo-Anna Quintanilla Hirshenbaum, PhD
Licensed Clinical Psychologist

Information, Policies, and Consent

We are very honored that you have selected Woodlands Family Institute to provide you with counseling or psychological services. All of us wish to do our best to assist you in making this experience meaningful and fruitful. This document is designed to inform you about my background and to ensure your understanding of our professional relationship.

I have been practicing in the mental health field since 2003. I hold a doctoral degree in clinical psychology and am licensed by the state of Texas as a psychologist and professional counselor. I believe that mental health is very crucial to live a healthy and happy life. No matter how big or small one's struggle may be, there is a chance for change and improvement. In most cases, this would require a collaborative effort consisting of the assistance of a mental health professional, and motivation and belief from the individual. My ultimate goal is to help individuals discover where their struggles stem from and to help them find ways to improve and cope with their challenges.

Psychological assessments may offer insight that is beneficial to personal progress. They are often helpful in understanding the strengths and challenges one may have in their cognitive, behavioral, and emotional functioning. The psychological evaluation process allows for diagnostic clarity and individualized recommendations to move forward in treatment planning and reaching personal goals.

I offer psychological testing in both English and Spanish for children, adults, and the geriatric population. Often, children who are struggling with academic work, social interactions, and emotional regulation have atypical neurological development that can be identified through psychological assessments. This allows for parents, teachers, and therapists to provide the intervention and accommodations needed to allow each child to reach their potential. Adults often encounter life challenges that may affect their personal, social, and work lives. A psychological evaluation may be a helpful indicator as to the mental health of an individual and may assist in reaching their personal goals. Schools, physicians, or mental health providers may refer you, but a referral is not necessary for testing.

The evaluation process begins with an initial intake during which pertinent historical and present symptoms, functioning, and familial information is gathered. This is followed by a session for evaluation during which the psychological assessment takes place. Finally, we will have a formal feedback session where results, detailed recommendations, as well as possible outside referrals to other professionals will be discussed.

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Children can be joyful and energetic; however, we request that prior childcare arrangements are made for children not receiving treatment. This allows our full attention to be devoted to your priorities. I want to ensure we thoroughly address your concerns.

Please be aware that I do *not* provide consultation, evaluation, or legal testimony in legal/court cases. This would include child custody, child visitation, or molestation cases. If you require these services, I will be happy to refer you to professionals who work with these issues.

I assure you that our work will be conducted in a conscientious manner consistent with accepted ethical standards. Please note that it is impossible to guarantee any specific results regarding your goals. However, together we will work to achieve the best possible results for you.

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Office Policies

1. Initial

Payment Policy: Payment is due in full at time of service. Please make out your check before the session begins. Visa, MasterCard and Discover are also accepted. It is not our policy to carry balances forward. We expect balances for “forgotten checkbooks” or “forgotten appointments” to be made up promptly or by the next regularly scheduled appointment at the latest. If an outstanding balance accrues, you will be billed on the first of the month and assessed a 2% finance charge, compounded monthly. There is a \$10.00 rebilling for every statement sent out after the first billing. There is also a \$15.00 fee for each check returned for insufficient funds. After 90 days with no payments or effort to arrange payment, accounts will be turned over to a collection agency and could impact your credit rating.

Clinical intake fee: \$225.00 (1-hour session)

Testing/Evaluation fees range from: \$900-\$2,450.00 depending on age and needs

***Clinical intake is considered part of testing, therefore the fee from the clinical intake will be deducted from the overall testing fee should you choose to move forward with testing.**

****Testing fee is based on client’s needs and will be determined at the clinical intake interview.**

*****A \$500 deposit is required to hold a date for psychological testing with payment in full expected by the formal report and feedback session.**

Assessment/Evaluation includes: a 1-hour initial intake interview; face-to-face time; time spent scoring, interpreting, and writing a comprehensive report and recommendations; and a 1-hour feedback session. Tests to be administered and a list of fees will be provided based on specific needs.

After hour’s clinical intake fee: \$275.00 (1-hour session)

Miscellaneous: Charges for other professional services are prorated on the basis of \$225.00 per hour. These services include, but are not limited to: phone calls, insurance reports, third-party consultations, and correspondence. Off-site consultation is prorated at the rate of \$225.00 per hour, “portal to portal”, that is, for the time I am out of the office on your behalf (i.e. school or home observations).

Legal testimony: Please be advised that I do not provide consultation, evaluation or legal expert testimony in child custody, child visitation or molestation cases. Similarly, I do not consider my practice to include expert testimonials.

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However, should my opinion be so ordered, fees will be charged at the rate of \$1000.00 per hour, portal to portal. This fee will apply as well to depositions or interrogatories. Records review; consultation with clients, litigants, attorneys (in person or via phone or by email); reports; waiting at court; or any other service provided will be charged at the rate of \$225.00 per hour or prorated accordingly. These fees are **payable in advance**.

DIVORCE/CUSTODY

If you are not the biological parent of the child, it is necessary to bring a copy of the court decree giving you custody rights to the client or a signed statement giving authorization for you to bring the client to treatment. If you are a biological parent and have partial or joint custody, please bring a copy of your divorce agreement. Psychological services are most successful when both parents are aware of and agree to the child receiving services.

***Please note that both parents have legal rights to obtain a child's records and participate in the evaluation process, unless their rights have been completely terminated.

2. _____ *Initial*

Office hours: Office hours are from 9 a.m. to 4 p.m. Any other time is considered "after hours" and will be charged at 1 1/2 times the standard rate. After hours' time is generally reserved for family time and self-care.

3. _____ *Initial*

Cancellations: The scheduling of an appointment involves the reservation of time specifically for you. Therefore, 24 hours cancellation notice is required so that there will be no charge to your account. **PLEASE CALL THE OFFICE TO CANCEL AN APPOINTMENT. EMAIL IS NOT MONITORED FOR CANCELLATIONS.** If you are unable to meet this time schedule, but we are able to assign your appointment time to another client, you will not be charged. Due to the fact that your appointment is contracted time specifically set-aside for you, cancellations in advance will be appreciated. *Please note that insurance companies do not reimburse for missed appointments.*

4. _____ *Initial*

Insurance: Your health insurance policy is a contract between you and your insurance company. I am not a party to that contract. Although I am not listed as a provider on any network panels, benefits are often available for services rendered by "out-of-network" providers. We advise that you contact a company representative to determine how your insurance company will reimburse you. If you elect to seek reimbursement by an insurance carrier for services rendered, we will provide you with a receipt to assist you in completing your insurance claim. We will consult your third-party payer only at your direction with such consultations billed to your account. Some insurance companies reimburse clients

for services, and some do not. Those that do usually require a standard amount be paid by you before reimbursement is allowed, and then usually a percentage of the fee is reimbursable. The client remains responsible for payment in full, including any portion not reimbursed by insurance. **Please be aware that: Third-party payers require the provision of a diagnosis and supporting clinical data. We have no control over the confidentiality procedure of third parties once clinical information leaves this office. In all likelihood, a computer record will be generated.**

Since I do not contract directly with insurance companies, I am responsible and accountable only to you. Thus, my loyalties are not divided, and there is no conflict of interest.

The office staff is happy to provide you with insurance ready receipts for filing your claim. WFI does not file out-of-network insurance claims.

5. Initial

Confidentiality: The law protects the privacy of all communications between a client and psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by federal and state law. There are other situations that require only that you provide advanced written consent. Your signature on our *Acknowledgment* form provides consent for those activities, as follows:

You should be aware that we practice with other mental health professionals and utilize administrative staff. In most cases, some protected information must be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. Occasionally, it is helpful to consult other health and mental health professionals about a client. During a consultation, every effort is made to avoid revealing a client's identity. Any other professionals consulted are also legally bound to keep the information confidential. These consultations are very commonplace and routine and may not ordinarily be mentioned in our sessions, unless it seems important to our work together. If you would prefer this to be handled differently, please let us know. All administrative staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

We also have contracts with some business services, such as an answering service, electronic claims processing service, and managed care organizations. As required by federal law, we have formal business associate contracts with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. Details of these contracts are available upon request.

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I will keep confidential anything you say to me, with the following exceptions: a) you direct me to tell someone else; b) I determine that you are a danger to yourself or others; c) I am ordered by a court or regulatory body to disclose information; d) you disclose abuse or neglect of children, the elderly, or disabled persons; e) you disclose sexual mistreatment by another therapist; f) the need to release information to other professionals involved in your treatment; g) in proceedings in which a claim is made about one's physical, emotional, or mental condition; h) when disclosure is relevant in any suit affecting the parent-child relationship; i) where otherwise legally required. If you are under 18, your parents or legal guardian(s) may have access to your records and may authorize their release to other parties. **Again, please note: Third-party insurance companies require submission of diagnosis and specific clinical data. If you elect to use insurance or managed care to cover part of the cost of your sessions, please be aware that I may be required to provide that information.**

6. Initial

Emergency services: It is assumed that outpatient clients are self-responsible, autonomous, and not in need of day-to-day supervision. Outpatient clinicians cannot assume responsibilities for clients' day-to-day functioning, as can agencies or inpatient hospital settings. Nevertheless, in the event that an emergency occurs, leave a message with the answering service, making sure to state that your call is an emergency. We will respond to your call as promptly as possible. Routine calls will be returned during normal office hours. We can be reached at 281-363-4220 or 713-866-4494. If we are unable to respond quickly enough, please call 911 or your local emergency room.

7. Initial

Electronic communication:

I use e-mail for scheduling and occasional between-session contact. I will respond to e-mails within 1-5 days. Please do not use e-mail to contact me regarding urgent matters. It is preferable that you contact me via telephone at 281-899-8877. If you have an emergency, please call 911 or go to the nearest emergency room. If you would like to schedule an appointment with me more than 1 week in advance, you will need to call me at 281-899-8877. My e-mail account is secure and encrypted. However, while my e-mail is secure, yours may not be. You should be aware that third parties, including your e-mail or Internet provider, may have access to e-mails you send, meaning they are not confidential. Also, be mindful of who else may have access to your e-mail if you have a shared computer, shared e-mail account, or may leave your e-account open on an unattended computer.

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Having read the policies described above, I agree to all professional policies, agree to meet all financial obligations, and agree that this contract replaces any earlier contracts. Additionally, I understand that there can be no absolute guarantee of cure in the practice of psychotherapy.

Signature(s)

Date

Client Information Statement

The Texas Boards of Examiners of Licensed Psychologists, Marriage and Family Therapists, Licensed Social Workers and Licensed Professional Counselors were established by the legislature to protect the public. In fulfilling its mission, the Boards enacted rules governing the practice of psychology, family therapy, and counseling. These rules require that a therapist provide prospective clients with sufficient information about the therapeutic process so that the client can make an informed decision whether or not to enter therapy.

Attached to this Information Statement is a general information statement, Agreement for Services and the information regarding the procedures or psychotherapy in general and our office policies.

After reading the agreements, please ask about any part of the agreement that you do not understand.

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PERSONAL DATA RECORD

Client Name _____ Date of Birth _____

Address _____

City/State/Zip _____

SSN _____ TXDL _____

Employer/School/Address _____

May we leave a message at any of the following?

Cell phone (circle one) _____ Yes No

Work phone (circle one) _____ Yes No

Unencrypted email address _____ Yes No

*** Please do not cancel appointments via email. You must contact the office directly.**

If you would like to use an address other than your home address for billing and other correspondence, please provide an alternative address below.

Other _____

CONSENT FOR TREATMENT

Client Name _____ Date of Birth _____

I give full consent for *myself, my child/adolescent or dependent* due to legal guardianship to receive outpatient mental health services until I notify WFI of any changes or until it is determined the treatment is no longer necessary. I certify that I have the legal right to seek and authorize treatment for the individual stated above.

Authorized Signature

Date

REQUIRED: We require that a credit card be provided for after-hours appointments, missed sessions, and late cancellations. You may also designate the use of this card for regularly scheduled sessions.

Cardholder's Name _____ Relationship _____

MC/VISA/DISC No. _____ Exp. Date _____

Signature of Authorized User _____

Use for regular sessions, after hours, missed or late cancel sessions

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Financial Responsibility

Name of person(s) financially responsible for this account _____

Address/phone if different from client _____

Signature(s) _____

Relationship to client _____

Emergency Contact

Name _____ Phone _____

Alternate phone _____ Address _____

Relationship to client _____

Referred to our office by _____

May we send a **thank you** to the person who referred you? (circle one) Yes No

May we mention your **name** in that thank you? (circle one) Yes No

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Appointment Reminders

As a courtesy, you will receive an appointment reminder to your email address or your cell phone (via text message or computer generated voice mail message), the day before your scheduled appointments.

Your name: (Please print): _____

Your email address: _____

Your cell number: _____

Where would you like to receive appointment reminders? (Check one)

_____ Via text message on my cell phone (normal text message rates will apply)

_____ Via email message to the address listed above

_____ Via automated voice mail message on my cell phone

****Missed appointment fees will still apply. 24 hour cancellation policy still applies. Please call the office if you need to cancel an appointment.****

Appointment information is considered to be "Protected Health Information" under HIPAA. By my signature, I am waiving my right to keep this information completely private, and requesting that it be handled as I have noted above.

Signature _____

Date _____

{Please refer to pages 11-12 of this document}

I acknowledge that I have been provided a copy of the **Notice of Policies and Practices to Protect the Privacy of Your Health Information and the Office Information and Office Policies**. I understand and accept those policies and practices. WFI is hereby granted consent to contact me as specified above and for the use and disclosure of my health information as described in those policies for Treatment, Payment and Health Care Operations.

Client or Authorized Representative Signature

Date

_____ Refuse to Sign _____ Unable to Sign (specify reason) _____

Signature of Person Documenting Refusal or Inability to Sign

Date

Notice of Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Woodlands Family Institute (WFI) may *use or disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *general consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
Treatment is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or a colleague.
Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within WFI such as utilizing information that identifies you.
- “*Disclosure*” applies to activities outside of WFI, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes we have made about our conversation regarding a private, group, joint, or family counseling session. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If we have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, we must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- **Abuse of the Elderly and Disabled:** If we have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, we must immediately report such to the Department of Protective and Regulatory Services.
- **Sexual Misconduct by a therapist:** If you report to us any situation that constitutes sexual misconduct by a current or former therapist, then we are required to inform the licensing authority of the offending therapist.
- **Regulatory Oversight:** If a complaint is filed against a therapist with a regulatory authority, they have the authority to subpoena confidential mental health information relevant to that complaint.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and we will not release information, without written authorization from you or your personal or legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- **Serious Threat to Health or Safety:** If we determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, we may disclose relevant confidential mental health information to medical or law enforcement personnel.
- **Worker's Compensation:** If you file a worker's compensation claim, we may disclose records relating to your diagnosis and treatment to your employer's insurance carrier.

IV. Client's Rights and Our Professional Duties

Client's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeking our services. Upon your request, we will send bills or other correspondence to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Our Professional Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will post a current copy in our offices. A current copy will always be available on our web site and you may request a personal copy.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact Mary Piehl, Office Manager, or your therapist at (281) 363-4220.

If you believe that your privacy rights have been violated and wish to file a complaint with our office, you may send your written complaint to Mary Piehl or your therapist at: 1610 Woodstead Ct., Suite 420, The Woodlands, TX 77380.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on 3/28/2005. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice in our lobby and on our web site. You may request a personal copy at any time.