

1. Informed Consent for Counseling and Psychotherapy

General Information

The therapeutic relationship is unique in that it is highly personal and, at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me at any time.

The Counselor

I, Cynthia Y. Chi, MD, MS, NCC, LPC will be the mental health provider for you, the client, whose full name is included below. I am the founder and owner of PADMA Counseling, PLLC, and a clinical mental health counselor. I earned a Doctor of Medicine degree from the University of Texas Medical Branch in 2002 and a Master of Science degree in clinical mental health counseling from the University of Texas at San Antonio in 2020. I am board-certified in counseling by the National Board for Certified Counselors (Certificate No. 1550370) and licensed to practice counseling in the State of Texas (License No. 85234).

The Therapeutic Process

You have taken a positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort and/or distress. Remembering unpleasant events and becoming aware of feelings attached to those events can trigger strong emotions such as anger, fear, or sadness and may lead to conditions including but not limited to depression and anxiety. I cannot and do not guarantee any outcomes from therapy, and I cannot and do not promise that your behavior or circumstances will change. I can and will do my best to understand you, to help you understand yourself, and to clarify what it is that you want to achieve with your self-determined goals.

Therapy works best when clients play an active role in the process, and so I encourage you to ask questions, seek explanations, express your thoughts and feelings, and set goals based on what is most important to you. While I cannot and will not make decisions for you, I will empower you to make the best choices and changes for yourself. If you are ever uncomfortable with anything that I say or do, please know that you are welcome to bring those concerns to my attention with the reassurance that I will not take anything personally. Each session is time and space dedicated to your well-being, and so my purpose during therapy truly is to serve and support you.

Purposes and Goals

Counseling helps clients to accomplish their mental health and wellness goals. Psychotherapy involves the assessment, diagnosis, and treatment - through communication and interaction - of dysfunctional emotional reactions, ways of thinking, and behavior patterns. I work collaboratively with my clients to develop individualized treatment plans that build on their strengths and help them to achieve their goals in a safe and nonjudgmental environment. Such goals may include but are not limited to: strengthening identity, navigating life changes, managing stress, and developing resilience.

Techniques

My approach to counseling and psychotherapy is eclectic/integrative and includes but is not limited to elements of:

- 1. Acceptance and commitment therapy
- 2. Cognitive behavioral therapy
- 3. Dialectical behavior therapy
- 4. Existential therapy
- 5. Narrative therapy
- 6. Solution-focused brief therapy
- 7. Multicultural counseling
- 8. Strengths-based counseling
- 9. Mindfulness
- 10. Motivational interviewing

My approach also is holistic in that it addresses physical, mental, emotional, social, and/or environmental factors that are impacting or may impact a client's health and wellness.

Client Rights

- 1. You have the right to an explanation of the counseling/psychotherapy process and any proposed treatment(s).
- 2. You have the right to ask questions about any aspect of the counseling/psychotherapy process and/or your treatment.
- 3. You have the right to participate in the development of your treatment plan.
- 4. You have the right to decline any proposed treatment or request an alternative treatment that is within your counselor's scope of practice.
- 5. You have the right to request another counselor or provider.
- 6. You have the right to terminate treatment at your discretion.
- 7. You have the right to appropriate referrals for service.
- 8. You have the right to revoke this consent at any time for any reason by doing so in writing with the understanding that you would no longer be able to receive any services through this practice.

Records

Your records will be stored securely in TheraNest as required by law and in compliance with the Health Information Portability and Accountability Act (HIPAA) of 1996. I do not keep any paper or hard-copy records that include your protected health information (PHI).

In the event that I am unavailable due to an emergency, incapacitation, or death, you may obtain copies of your records (per the "HIPAA Notice of Privacy Practices") by contacting my records custodian:

Dr. Elise Kibler | Phone (210) 452-7152 | Email elkibler@gmail.com

You also may request that Dr. Kibler provide you with a list of referrals, if you require counseling or psychotherapy in my absence.

Confidentiality

The content of our sessions and all materials relevant to your treatment will be held confidential unless you request in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client-held privilege of confidentiality exist and are itemized below:

- 1. If a client threatens or attempts to die by suicide or otherwise conducts themself in a manner in which there is a substantial risk of incurring serious bodily harm.
- 2. If a client threatens grave bodily harm or death to another person.
- 3. If the counselor has a reasonable suspicion that a client or other named person is the perpetrator, observer, or actual victim of physical, emotional or sexual abuse of a child under the age of 18 years.
- 4. If the counselor has a reasonable suspicion that a client or other named person is the perpetrator, observer, or actual victim of physical, emotional or sexual abuse of an elderly, disabled, or dependent adult person who may be subjected to these abuses.
- 5. If the counselor has a reasonable suspicion of neglect of any of the vulnerable parties named above in #3 and #4.
- 6. If a court of law issues a legitimate subpoena for information stated in the subpoena.
- 7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally in public, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize this right. However, if you acknowledge me first, I can and will speak with you publicly.

Contact Between Sessions

Outside of scheduled sessions, I am available via email (cynthia@padmacounseling.com) and/or phone (210-802-8758) for administrative issues only (e.g., requesting, rescheduling, or cancelling appointments). Messages will be received and returned during regular business hours. I cannot provide counseling or psychotherapy by email or phone, and I do NOT provide after-hours or emergency services. I can/will follow crisis/emergency services with standard counseling/psychotherapy during a routinely scheduled session.

For mental health crises or emergencies, you may contact your local/county mental health authority, call the Suicide and Crisis Lifeline (988), call the National Suicide Prevention Lifeline (800-273-8255), dial 911, or proceed to your nearest emergency department.

Social Media

I do not interact with any clients on any social media platforms while they are under my care. Additionally, I do not search for or view the social media profiles of any clients who are currently under my care.

Fee Schedule and Payment

My current fee schedule is \$150 per 55-minute session. For undergraduate and graduate students, I offer reduced rates as follows: \$125 per 55-minute session for one class per semester, \$100 per 55-minute session for two classes per semester, and \$75 per 55-minute session for three or more classes per semester (proof of enrollment is required to qualify for these rates). Group counseling/psychotherapy sessions are \$50 per person and require a minimum attendance of three clients. Group psychoeducation sessions are \$300 per session and require a

minimum attendance of three participants. Additional fees include: health records (e.g., copies) \$20 per document, written communication (forms, letters, etc.) \$20 per document, forensic retainer \$1,500 per day.

For any appointment that you cancel less than 24 hours in advance, there will be a \$75 late cancellation fee. Additionally, if you do not join an appointment within 15 minutes of its scheduled start time and have not cancelled or rescheduled said appointment, there will be a \$75 "no-show" fee.

Payment is due within 7 days after each appointment or after an invoice is sent by this practice, whichever date is later. After 7 days there will be a charge of \$5 per day that the payment is overdue, up to a maximum of \$50. Exceptions will be considered on a case-by-case basis if they are discussed in advance of or during the appointment. After that, late fees will automatically apply without exception.

I may accept health insurance through a third party. If you are unable or unwilling to utilize health insurance coverage, then payment in cash is required for services rendered. If you elect to use the mental health benefit of your health insurance and your claim is denied for any reason, then you will receive an invoice from this practice for the private-pay rate (per above), which may be higher than the amount that you would have owed through insurance and will require full payment in cash to the practice.

You are responsible for payment (with cash and/or via insurance) in full of any outstanding balance on your account, and failure to pay your balance in full may result in cancellation of all future appointments, the inability to schedule any further appointments, or termination of services.

All fees are subject to change, and I will notify you in writing via electronic mail in advance of each change.

Termination

You may terminate our therapeutic relationship voluntarily at any time for any reason. Conditions under which I may be required to terminate my services include but are not limited to:

- 1. Your need for specialized service(s) or treatment(s) that I am not trained or qualified to provide. In such a case I would provide referrals to appropriate specialists.
- 2. Your failure to consistently engage in treatment based on a mutually agreed upon schedule, as indicated by 1) two consecutive no-shows, 2) three consecutive cancellations without rescheduling, or 3) no contact with the counselor and no sessions completed in the previous 3 months.
- 3. Lack of clinical improvement or progress, based on mutually agreed upon goals for treatment, despite appropriate counseling/psychotherapy. In such a case I would provide referrals to alternative therapists.

Complaints

Any client may file a complaint against any counselor by contacting the Texas Behavioral Health Executive Council (https://www.bhec.texas.gov/discipline-and-complaints):

Online: https://www.bhec.texas.gov/forms-and-publications (scroll down to "Complaint Form" under "Enforcement Forms")

By phone: Health Professions Council Complaint Referral System | 1-800-821-3205

Attestation and Consent

Your initials below and signature at the end of this document indicate that you 1) have reviewed this consent in its entirety, 2) understand its contents and agree to its terms, and 3) have had your questions answered to your satisfaction. By initialing and signing below, you consent to treatment by Cynthia Y. Chi, MD, MS, NCC, LPC.

Client Initials:

Date Signe	d:		
Client Full	Name:		
Client Date	Of Birth:		