

Anna Cross MEd, LPC
Individual and Family Therapy

Informed Consent and Practice Policies

Welcome to my practice and thank you for choosing to enter into a counseling relationship with Anna Cross LPC PLLC. This document contains important information about the professional services and business policies. When you sign this document, it will represent an agreement.

Qualifications – I am a Licensed Professional Counselor in the state of Texas. I hold a Masters of Education degree in counseling, and a Bachelor of Arts degree in psychology. I regularly attend continuing education related to my field, and have specialized training in the areas of grief and loss, obsessive compulsive disorder, trauma, and anxiety disorders.

Counseling Philosophy – I believe that counseling is a collaborative process between a client and therapist. My theoretical orientation is eclectic, combining several therapeutic theories and approaches in my work with individuals.

Nature of Counseling – There may be both benefits and risks while participating in counseling. Counseling may improve your ability to relate with others, providing a clearer understanding of yourself, your values, and your goals. Since counseling may also involve discussing unpleasant parts of your life, you may also experience uncomfortable feelings. Please understand that there are no guarantees of what you will experience. In your first session, I will provide you with some sense of what counseling will involve and how I will work with you to address your concerns. Whenever they arise, please discuss any questions you may have with me. You have the right to ask about or to decline any part of your counseling. You also have the right to request another counselor.

Accessibility - I make every effort to respond to email and phone messages promptly, usually within one working day. Because technical difficulties do sometimes occur, please call again if you do not receive a return phone call by the end of the next business day.

Emergency – In some instances, you might need immediate help at a time when I am unavailable or cannot return your call. These emergencies may involve thoughts of harming yourself or others, or thoughts of committing dangerous acts. If you find yourself in any emergency situation, please contact your physician, dial 911, call the crisis hotline at (713) 228-1505; or go to the nearest hospital emergency room.

Consultation: In order to provide you the best treatment possible, I may consult with professional colleagues or an expert in a particular area relevant to your case. I do that without identifying information so that your privacy is protected.

Confidentiality: The law protects the privacy of all communications between a client and a counselor. In most situations, I can only release information about our professional relationship if you sign a written

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authorization form.

Limits of Confidentiality: There are some situations in which I am legally obligated to take actions that I believe may be necessary to protect you or others from harm. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and will limit disclosure to what is necessary.

If I have reason to believe that a child or vulnerable adult is being neglected or abused, the law requires that the situation be reported to the appropriate state agency.

If I believe you present a clear and substantial danger of harm to yourself or another/others, I am ethically obligated to take protective actions.

These actions may include contacting family members, seeking hospitalization for you, notifying any potential victim(s), and notifying the police.

Other limits of confidentiality include (a) If a court of law issues a subpoena, the law requires the information specifically described in the subpoena be provided. (b) If you are being seen by order of court of law, the results of treatment or tests ordered may be revealed to the court (c) If you authorize me to file a claim and bill a third party payer, then you are authorizing me to release any medical or necessary information to process these claims.

Electronic Communication: Email is not always a secure means for communicating information. Thus, confidentiality cannot be guaranteed through email, and if you choose to communicate with me via email, you risk your confidentiality being breached. If you send an email with personal information, I will read it, but unless you specifically ask me to respond, I will most likely wait until your scheduled appointment to respond to the content.

In some situations, conducting therapy sessions telephonically or via Skype may be appropriate, or even useful, for example, if you or your family is too ill to come to the office, but you still want to participate in your session. Skype is encrypted, and appears to be an acceptable form of electronic communication. If we engage in telephonic or Skype therapy, then you are responsible for securing your own environment to ensure confidentiality. Additionally, if we engage in telephonic or Skype therapy, we both mutually agree to not record session content. Please be aware that under no circumstance can sessions be audio or video recorded without my prior consent.

Session Fees: My fee for an individual 45-50 minute session is \$125. Payment is due at the time services are provided.

There are fees associated with work provided outside of your therapy session. Telephone consultations that exceed 10 minutes are billed at a rate of \$2 per minute. Reports and letters generated at your request, and exceeding 10 minutes of work are \$60 per 30 minutes.

Forensic Rates: \$250 per hour for legal testimony or deposition for local transportation, waiting, and preparation for legal testimony or deposition. Consultation with attorneys or litigants (in person or via phone), report writing, review of records, and any other service

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associated with a legal dispute will be billed at a rate of \$250 per hour. If I am subpoenaed or otherwise committed to appear in a legal case involving you, and the appearance is cancelled with less than 24 hours notice, you will be billed \$750 to offset the cost of a lost day of my work. These rates are enforced whether you, or another litigant in a case involving you have compelled me to become involved. Failure to keep your account current may result in legal action or collection agency intervention.

Cancellations and Missed Appointments: Your appointment time is reserved specifically for you and I to meet. As the demand for appointments often exceeds the availability, I ask that you kindly cancel your appointment, by either phone or email, at least 24 hours in advance. If you will be unable to attend our session, and don't cancel your appointment in this timely manner, you will be charged the full agreed upon fee for your session to be paid by the beginning of the next session. If you have two late cancellations, you will be required to secure any future appointments with a credit card, and agree to be charged the full session rate for each missed or late cancelled appointment.

Insurance:

The insurance companies for which I have chosen to be a provider are listed below. If one of these companies is your provider, and you are requesting that I bill your insurance for counseling, please fill out the insurance section of the Authorization for Contact completely. **You are responsible for all fees not covered or reimbursed by your insurance benefits**, including but not limited to, deductibles, co-payments, missed appointments, late cancellations, correspondence/reports or services not approved by your plan. If I am not a provider for your insurance plan, you likely have out-of-network benefits through your insurance company. If you have such benefits, I can provide you with a receipt and standard form that you may submit to your insurance so that you can request reimbursement.

United Behavioral Health (UBH)
Aetna

Blue Cross Blue Shield (BCBS)

Policies and Practices to Protect the Privacy of Your Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL/MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW THIS NOTICE CAREFULLY.**

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable laws and the professional Codes of Ethics. It also describes your rights regarding how you may gain access to and control your PHI.

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We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

For Treatment: Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment: We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations: We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

Required by Law: Under the law, we must make disclosures of your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Following is a list of the categories of uses and disclosures permitted by HIPAA (Health Insurance Portability & Accountability Act) without an authorization:

Abuse and Neglect

Judicial and Administrative Proceedings

Deceased Persons

Emergencies

Law Enforcement

National Security

Public Health

Public Safety (Duty to Warn)

Without Authorization: Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of other

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situations. The types of uses and disclosures that may be made without your authorization are those that are:

1. Required by law, such as the mandatory reporting of child abuse or neglect or mandatory government agency audits or investigations (such as the social work licensing board or the health department)
2. Required by court order
3. Necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

With Authorization: Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing.

1. Right of Access to Inspect and Copy: You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that may be used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. A reasonable charge may be required to cover the cost of copies.
2. Right to Amend: If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment.
3. Right to an Accounting of Disclosures: You have the right to request an accounting of certain disclosures that we make about your PHI.
4. Right to Request Restrictions: You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment or health care operations. We are not required to agree to your request.
5. Right to Request Confidential Communication: You have the right to request that we communicate with you about treatment matters in a certain way or at a certain location.
6. Right to Copy of this Notice: You have a right to a copy of this notice.

COMPLAINTS

If you have a complaint or concern, speak first to your counselor. If you are not able to resolve the problem, you can file a consumer complaint with the Texas State Board of Examiners of Professional Counselors by calling (800) 942-5540 or in writing at Texas State Board of Examiners of Professional Counselors – Mail Code 1982, P.O. Box 149347, Austin, Texas 78714-9347.

The effective date of this notice is August 24, 2016.