



Leah Schwarz, LCSW, LCSW, RPT

INFORMED CONSENT/AGREEMENT TO COUNSELING SERVICES/PRIVACY PRACTICES

Please read thoroughly and let Leah Schwarz, LCSW, LCSW, RPT know directly if you have any questions prior to signing this agreement. After you sign this agreement Leah Schwarz, LCSW, LCSW, RPT will provide you with a copy upon request. A copy of this signed agreement will be stored in a confidential, secured storage system along with the rest of your clinical file.

About Hope Esperanza Counseling, LLC: Hope Esperanza Counseling, LLC is a limited liability company in the state of Kansas located at 5201 Johnson Drive, Suite 305, Mission KS 66205.

Benefits/Risks of Counseling: Psychotherapy is a personal process which can bring unpleasant memories to the surface. In this process there may be times that you feel like you are making improvements and then the next week you may feel as you have taken a few steps back. Progress can be very slow at times. 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 in order to see the improvements you are desiring.

However, there are many benefits to therapy. Therapy can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality in which you are living your life, as well as learn to manage anger, anxiety, etc. and many other advantages.

Confidentiality: The information you share in sessions and all documents relating to these services are kept confidential, unless you request in writing that the records be released. There are some situations in which state law mandates that confidentiality be broken, which are the following:

- If I have reason to believe that a minor or dependent adult has been subject to abuse or neglect, I will make a report to the Kansas (or applicable state) Child Abuse/Neglect Hotline and/or law enforcement (K.S.A. 38-2223).
- If you make a serious threat of harm to yourself, I am required by law to protect you by informing appropriate officials (KSA 38-1431).
- If you make a serious threat of harm to another person(s), I am required by law to contact the person(s) and/or law enforcement (KSA 38-3132).
- If you are or will be involved in court proceedings and the clinical records are subpoenaed and ordered by a judge, confidential information may be released.

As a professional social worker I may need to consult with a professional supervisor and/or a professional peer on the services I am providing to you in order to ensure you are receiving the best possible services. Professional peers and supervisors are bound by confidentiality as well.

Telehealth and Confidentiality:

You may request to engage in therapy sessions via telehealth/video conferencing in order to increase access to services. If you and your therapist mutually agree to engage in online counseling, you have the following rights:

Hope Esperanza Counseling, LLC – 913-735-7086 – leah@hopeesperanzacounseling-ks.com

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1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment.
2. I understand that my therapist uses HIPAA-compliant technology to transmit and receive video and audio and stores all notes and information related to my treatment in a manner that is compliant with state and federal laws. I understand that it is my responsibility to ensure that my physical location during videoconferencing is free of other people to ensure my confidentiality. Furthermore, I understand that recording my sessions is prohibited.
3. I understand that there are risks and consequences from online counseling/teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of Therapist, that: the transmission of my information could be disrupted or distorted by technical failures. *I understand that if the teletherapy sessions gets disconnected, Therapist will call me back by phone to complete our session.*
4. I understand that I may benefit from online counseling/teletherapy, but that results cannot be guaranteed or assured. In addition, I understand that online counseling/teletherapy based services and care may not be as complete as face-to-face services.
5. I accept that online counseling/teletherapy does not provide emergency services. If I am experiencing an emergency situation, I understand that I can call 911; or proceed to the nearest hospital emergency room; or call my primary care physician or psychiatrist. If I am having suicidal thoughts or making plans to harm myself, I can call the National Suicide Prevention Lifeline at 1.800.273.TALK (8255) for free 24 hour hotline support.
6. I understand the limitations to confidentiality with my therapist include reasonable belief that I am a danger to myself or others. I understand that, if my therapist reasonably believes that I plan to harm myself or someone else, my therapist will contact local emergency services to come to my location and ensure my safety. In addition, because my therapist and I will not be physically in the same space during your session, I will let my therapist know my location in case of an emergency.
7. I understand that if I am not logged onto the link and have not communicated with my therapist 15 minutes past the appointment time, it will be considered a no-show and my therapist will log off.

In order to make every effort to keep secure the confidentiality of your Private Health Information please note the following specific policies regarding electronic communication:

- **Email:** Email cannot be guaranteed a secure means of transmitting/receiving your Private Health Information. Use of email should be for scheduling issues only whenever possible. You may email us about anything you wish but please understand that by doing so you are accepting the risk and limit of your confidentiality by using email. If you wish to use email as part of your counseling, there is a charge for time spent reading emails that goes beyond brief exchanges about scheduling and payment issues. Please see “Fees Payment Insurance.”
- **Texting:** Texting ideally should be used for brief notification regarding scheduling or notification of running late for appointment. Therapists’ phones are protected with passwords but texts may show up when the screen is locked which may be a breach of your confidentiality. If you choose

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to use texting to communicate sensitive information you do so with full knowledge and acceptance that this is a risk and limit of your confidentiality. We do not participate in therapeutic discussions with clients via text messaging.

- **Cell Phone Use:** Cell phone communications cannot be guaranteed as a confidential form of communication. We do utilize cell phone technology as most of our clients do as well. We make every effort to ensure our phone conversations are held confidential within our ability to do so. When we have a conversation via cell phone you are acknowledging and accepting the risk and limits of your confidentiality. If you don't wish to take this risk, we advise you only use phone communication to schedule an appointment and in person to discuss sensitive information as part of your Private Health Information. Per the above policy with regard to cell phone use, please be informed that our voicemail systems are housed on cellular and internet basis and cannot be guaranteed confidential although we take every measure to protect your confidentiality. It is advised that you not leave sensitive information on voicemail, rather utilize voicemail to request a return call and/or to schedule an in-person appointment. Voicemail is password protected and secure to the best of our ability. Voicemail is checked throughout the week unless on vacation or out of country for any reason. When possible we return all calls within 3 business days. When away from the office for vacation or business travel and unable to access voicemail and/or email your therapist will notify you in advance and discuss what to do in case of emergency.
- **Social Media:** In order to protect your confidentiality and in line with our professional ethics we cannot accept friend or connection requests from clients on any social media platform. You may follow social media accounts that are open to the public but please do not comment or in any way identify yourself as my client. If you do, you are accepting the risk of breach of your confidentiality.
- **Public/Social Interaction:** In the case we cross paths in a public setting, in order to protect the confidentiality of our therapeutic relationship it is our policy not to approach you or initiate contact with you.

Service to Minors: Hope Esperanza Counseling, LLC will not serve minors without the consent of the parent(s) or legal guardian(s). I am only required to obtain the consent from one parent or legal guardian. It is up to the discretion of that parent to inform the other legal custodians of the details of services. It is my understanding that you will make contact with these legal custodians before services begin. In situations of joint legal custody between separated parents, it is my policy to request a copy of the parenting plan and to have contact with both parents, unless there is a valid reason not to.

Confidentiality and privacy are important parts of forming an effective therapeutic relationship. Although parents have access to their child's records, it is important that parents/guardians respect that children and teens need a level of privacy in therapy. All information concerning danger to your child will be communicated to you, and general reports about your child's progress will be provided to you.

Recordings of Sessions: To protect confidentiality, recordings of any nature (video and/or audio) are prohibited, unless written permission from both the client and therapist has been obtained and placed



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in the client's chart. Recording and/or distributing recording of a session may result in termination of services.

Insurance Information: If you are choosing to use insurance to pay for your therapy services, you should be aware that most insurance companies require you to authorize Leah Schwarz, LCSW, LCSW, RPT to provide them with a clinical diagnosis for benefits to pay for services. At any time, Leah Schwarz, LCSW, LCSW, RPT may be required to provide additional clinical information; such as treatment or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will be possibly stored in a computer. All insurance companies claim to keep such information confidential, however I have no control over what they do with the information once they receive it. In some cases, they may share the information with national medical information databases. It is important to remember that you always have the right to pay for services yourself to avoid the potential scenarios described above.

Please note that it is your responsibility to verify benefits and status of your insurance, and you will be responsible for paying any copays or charges not reimbursed by your insurance.

The following outlines fees for services that may be submitted to your insurance:

- Intake appointment: \$150
- 60 minute session: \$150
- 45 minute session: \$112.50
- 30 minute session: \$75
- Addition of Play Therapy or EMDR to a session: \$12

Fees for Additional Services: If you request that your therapist provide non-therapy services, (such as attending meetings or coordinating with school officials or other professionals or writing letters on your behalf), you may be charged for the time spent on these items as these are often not covered by insurance. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for their professional time (even if they are called to testify by another party). Because of the difficulty of legal involvement, charges for such services are higher than those for regular therapy services. Please note that Hope Esperanza Counseling, LLC does not provide or perform evaluations for custody, visitation or other forensic matters.

- FMLA/Letters to physicians, employers, schools: \$40
- Reports for court: \$150/hour
- Court testimony (includes prep time): \$200/hour
(Please note, these fees are not covered by insurance)
- Note about court testimony: 2 hour (\$400) minimum required and paid prior to court appearance. If less than 1 week notice is provided to therapist (i.e. subpoena is served within a week of court date), an extra \$100 charge will be applied. If within 48 hours of therapist's schedule to appear, court gets postponed or therapist is no longer needed to appear, the \$400 fee still applies.*



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Attendance: Regular attendance is important in the therapeutic process. In order to respect your time and mine, I require 24 hours texted or emailed notice of cancellation of any appointment. Unless your services are being paid for by Medicaid, I will charge for half of the session fee for any no-show appointments outside of unavoidable emergencies, weather or illness (please see attached Fee for Services Agreement for full explanation). For all clients, in the event of 2 no-shows or missing 20% of sessions within a 3-month period, I reserve the right to close your file. A no-show is defined as missing an appointment without the required 24-hour notice, with the exception of situations determined to be unavoidable emergencies or illness.

If you do not reschedule after a missed appointment and we go 60 days without contact, your chart will be closed.

In case of inclement weather, I will notify you as soon as possible in the event that Hope Esperanza Counseling, LLC will be closed.

***If you arrive late, the session will be shorter as we do end at the scheduled time. ***

Vacation/Travel Policy: When away from the office for vacation or business travel and unable to access voicemail and/or email, your therapist will notify you in advance and will discuss what to do in case of an emergency.

After Hours and Emergency Support: Hope Esperanza Counseling, LLC is not an emergency services agency. We do not provide emergency services. If you have a life-threatening emergency you should call 911 or go to the hospital emergency room of your choice.

Other after hour Mental Health Resources include:

Crisis Text Line - Text CONNECT to 741741 anywhere in the United States

Johnson County Mental Health Crisis Line: 913-268-0156

Wyandot Center Crisis Line (Wyandotte County): 913-788-4200

Suicide Prevention Hotline - 988

Your Clinical Record: You should be aware that, pursuant to HIPAA, we keep information about all of clients in a collection of professional records. This constitutes your Clinical Record. We store your clinical record in a HIPAA compliant electronic cloud storage location. Hope Esperanza Counseling, LLC observes legal and ethical rules for maintaining your confidentiality. If you want to have a copy of your clinical record: You must give 7 days' notice and there will be an administrative fee of \$25 charged for preparing the record for release upon your written request.

Complaints or Grievances: If you feel that there is basis for a formal complaint or grievance about anything related to the professional services we provide we request you to first communicate your concerns to us directly so that we will be informed and have an opportunity to respond and resolve any potential misunderstanding. You have a right to file a complaint about your therapist and may do so by contacting the board at the following address and phone number:

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Kansas Behavioral Sciences Regulatory Board
700 SW Harrison Street #420, Topeka,
KS 66603 785-296-3240



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I, _____, (CLIENT NAME/LEGAL GUARDIAN) understand and have been offered a copy of the Informed Consent/Agreement to Counseling Services/Privacy Practices which provides a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters. I understand I have the right to review this document before signing this acknowledgment form.

I have had a chance to review and ask questions about all and any information before signing this agreement.

By signing this agreement, I am consenting to treatment for myself and/or my minor children.

Client Signature: _____ Date: _____

Guardian signature: _____ Date: _____

Therapist Signature: _____ Date: _____