

Elena Scher Psychotherapy, PLLC
2525 Wallingwood Dr.
Building 7D, Suite 704
Austin, TX 78746
512 745-5927

INFORMED CONSENT AGREEMENT

We are very pleased that you selected to work Elena Scher Psychotherapy, PLLC, and we are sincerely looking forward to working with you. This document is designed to inform you about what you can expect from Elena Scher, Psychotherapy, PLLC, as your therapist, regarding confidentiality, emergencies, and several other details regarding your treatment. Although providing this document is part of an ethical obligation to the social work profession, more importantly, it is part of our commitment to you to keep you fully informed of every part of your therapeutic experience. Please know that our relationship is a collaborative one, and we welcome any questions, comments, or suggestions regarding your course of therapy at any time.

Training and Background

My name is Elena Scher. Please feel free to call Elena. I have a Bachelor of Arts (AB) in Art History from Washington University in St. Louis. I have a Master of Science in Social Work from The University of Texas in Austin.

I am a Licensed Clinical Social Worker (LCSW), licensed by the Texas State Board of Social Work Examiners, license number: 50309. The services we provide will be in accordance with the Code of Conduct for social workers as set forth by the Texas State Board of Social Work Examiners. If you have concerns about our therapeutic relationship, we encourage you to address them with us directly. For licensure and compliance information, you may call: (800) 942-5540, or write to Complaints Management and Investigative Section P.O. Box 141369 Austin, Texas 78714-1369.

Confidentiality

All the information you share during our sessions will be kept private as per our Notice of Privacy Practices (NOPP). In all but a few rare situations, your confidentiality is protected by state law, the rules of the profession, and personal integrity. Texas state law requires us to inform you that in certain cases your confidentiality is not protected, and your information may be disclosed to the appropriate authorities/agencies. Please review our NOPP for a detailed understanding of privacy practices. Examples of exceptions include:

- If we have reason to believe that you may harm yourself or others.
- If we have reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or has a disability.
- If we are ordered to disclose by state or federal courts.

Additionally, we may disclose information if you sign a release form granting permission to designated third parties to receive information that you *request us to share*.

If we are required to disclose your information for any reason we will try to contact you before making any disclosure in order to discuss my reasons and intent for disclosing this information.

We may consult with other professionals from time to time to assist in counseling you. Be assured that we will protect your privacy in these consultations and not disclose your identity unless your safety, or that of others, is at risk. We will not notify you of these consultations unless you specifically request that we do so.

Therapeutic Relationship

The relationship between therapist and client is the container through which deep change can take place. As such, the relationship is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. Because the therapist-client relationship is so important, we cannot be involved in a social relationship or friendship that exists outside of the therapy room. Limiting our relationship to the therapy office keeps your therapeutic environment safe, secure, and free of outside complications that could interfere with your therapy work.

The Therapeutic Process

The majority of our work takes place in the context of our relationship, and that relationship or any other aspect of therapy will sometimes elicit very strong feelings. It is natural and expected that feelings such as these will arise during the course of therapy, and coming to understand such feelings is an important part of the work. Elena's personal belief and experience is that the full experience of emotions within the safety of a reparative relationship facilitates deep healing.

Because most healing takes place in the context of new emotional experiences lived in the context of a caring relationship, much of our work will focus on what is happening here-and-now in the therapy room. We will also focus our attention on what is happening moment-to-moment in our therapeutic relationship. This present-centered emotional work emerges out of, relates to, and radiates into exploration and healing of current problems and historic life experiences.

We also deeply believe in the power of repair in relationship. If you ever feel upset with us, or that we have let you down in some way, we truly invite you to tell us explicitly about your upset feelings toward me. We work hard to understand and repair disruptions between us, if/when they happen.

Therapy is hopeful work, even though not all of the therapy may meet your expectations, and your symptoms may become more pronounced at different points during the course of therapy. Much of the work can ultimately help with shifting your inner perspective in a healthy way, which assists in dealing with painful feelings, making sense of difficult memories, or resolving problems in relating to others.

Fees and Payment

The fee is \$195 per 50-minute session. At present, Elena Scher Psychotherapy, PLLC is on Aetna, Medicare, and Medicare Advantage panels. If you are using your health insurance, you will be responsible for the co-pay or co-insurance only for those plans. You are responsible for any costs that the insurance plan doesn't cover e.g. more sessions than your plan covers, missed sessions, etc. We work with a billing agency, Cen-Tex Medical Claims, who handles all our insurance paperwork. They have agreed to all privacy

requirements and will keep your records in the strictest confidence. You may feel free to contact them regarding any questions on your insurance or account. Their phone number is (512) 267-2614 and this will be listed on any statements you receive from our office. Payment in full is due at the time services are rendered, unless you make special arrangements with us beforehand. We may adjust our fee from time to time.

For payment we accept cash, checks, and the following forms of electronic payment: Visa, MasterCard, Discover, American Express, Venmo and Apple Cash. Checks should be made out to *Elena Scher Psychotherapy, PLLC*. We do accept HSA and FSA cards as payment for services.

***Please note we cannot charge missed session fees to your HSA/FSA accounts as those can only be used for services rendered.**

Payment schedules for other professional services will be agreed to when they are requested. The client and Elena Scher Psychotherapy, PLLC must agree upon any special arrangement regarding payment. A \$25.00 fee will be charged for returned checks.

In cases when you arrive late for a session, your session will end at the scheduled time and you will be charged for the full session. Appointments will not be scheduled if account balances exceed \$300 (except in urgent situations.)

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. We will inform you in writing if we intend to exercise this option, to provide you with a final opportunity to make payment arrangements. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Diagnosis and Receipts

Please note that all insurance companies require a diagnosis in order to reimburse for psychotherapy. We will usually try and share the diagnosis with you in your intake session. Feel free to ask us questions about your diagnosis throughout the course of our work together. Please let us know if you need a receipt for reimbursement. We will be happy to furnish you with them on a monthly basis.

Consultation, Paperwork, and Legal Matters

We are sometimes asked to fill out forms, write letters, make phone calls on a client's behalf, or consult with other person or professionals. For example, the client wishes to get disability payments extended or is requesting a re-assignment at work based on a mental health issue. Sometimes, we might be subpoenaed or sent a *ducas tecum* for records, at the client's request. All of these tasks can take considerable time, and we will charge for Elena's time and effort. For general tasks, not related to a legal action, we charge \$195.00 per hour, billed at 15-minute increments.

We do not voluntarily testify in court cases. However, if we receive a subpoena to appear in court to testify on your behalf or from any other family member, there will be a fee of \$2,500 per appearance. Other fees include: \$350 per hour to prepare records for submission to court, \$350 per hour for depositions and phone contacts, and any and all attorney costs that we may incur as result of legal action. Note that this fee is payable 7 days prior to your court date. Because we will be forced to clear Elena's calendar of all appointments and prior engagements so that we may be available to appear in court, this fee is non-refundable even if we do not have to appear and/or testify. If your court date is postponed and we must again clear Elena's calendar to attend court you will again be charged the full fee. If your court date is cancelled this fee is non-refundable. No further appointments will be scheduled until this fee is paid in full. If this payment is not paid in full within one calendar month we may send it to collections.

Please be advised that, if we receive a subpoena to testify in a divorce/custody case, we are prohibited from making a custody recommendation, or a recommendation of where a child should live, nor will we make a determination as to one's fitness as a parent.

Your signature below indicates that you have read this notice and fully understand the statement. You agree to pay the full fee of \$2,500 per appearance, 7 days in advance, for any court appearance that we may need to make on your behalf. Furthermore, you understand that we are not responsible for the outcome, or any judgments made, regarding your court case.

Session Guidelines & Cancellation Policy

We generally hold 50-minute sessions once per week. If you need to cancel an appointment, you must give us **24 hours** notice. Otherwise you will be charged the full fee for the missed appointment.

***Please note we cannot charge missed session fees to your HSA/FSA accounts as those can only be used for services rendered.**

Sessions are expected to begin and end at the scheduled time. Late arrival on your part will not extend the scheduled ending time for a session. We are also expected to be on time, and we will make appropriate remedy if we are late, such as by making up the time.

The frequency of sessions and the length of the psychotherapy are aspects of the work that you and we will decide together as we proceed. Generally, our psychotherapy will continue until we together decide that our work is complete.

Inactive File

If we do not have contact for 30 days, your files will be closed and our therapeutic relationship terminated automatically. We will welcome your call at any time to reinstate your file.

Social Media

Due to the importance of your confidentiality and the importance of minimizing dual relationships, we do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can

compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Communication

For non-emergencies, you may leave a message for us at 512-745-5927, 24 hours a day. We generally check messages daily, and we will return your call as soon as we can. If a reasonable time has passed and we have not returned your call, please leave another message, as sometimes mobile phones drop calls or deliver messages after the fact. **Please note that this number is not an emergency line.**

You may choose to communicate with us via text and if you do so these messages must be for administrative purposes only i.e. scheduling or canceling an appointment. As with voicemail, if we have not responded please follow up with another text. **Text messages are not for emergencies either.**

Additionally, please keep us updated with your current email and mailing addresses so you'll be sure to receive your statements in a timely manner.

Be aware that there may be times when we are unable to receive or respond to messages, such as when out of cellular range or out of town.

Emergencies

In case of an emergency, or if you need immediate assistance for any reason, please call **911**. You may also call the Austin Travis County Integral Care 24-hour crisis hotline at **512-472-HELP (4357)**.

Disclosure Regarding Third-Party Access to Communications

Please know that if we use electronic communications methods, such as email, texting, online video, and possibly others, there are various technicians and administrators who maintain these services and may have access to the content of those communications. In some cases, third party access is more likely than in others, and we have no control over the third parties who provide the access

Of special consideration are work email addresses and text messages. If you use your work email to communicate with us, your employer may access our email communications. There may be similar issues involved in school email or other email accounts associated with organizations with which you are affiliated. Additionally, people with access to your computer, mobile phone, and/or other devices may also have access to your email and/or text messages. Please consider the risks of disclosure to third parties before using electronic means to communicate with us.

Protected Health Information Breach

By signing below, you indicate that you have read all forms provided by Elena Scher Psychotherapy, PLLC concerning the policies of her practice. You authorize Elena Scher Psychotherapy, PLLC to provide notice to you by telephone or verbally in the event of a breach of your protected health information (PHI) and have been offered a copy of the Notice of Privacy Practices document. Elena Scher Psychotherapy, PLLC has addressed all of your questions pertaining to this document. A

signature below indicates our acceptance these policies, procedures, and financial obligations.

Please feel free at any time to ask us any questions you may have about the information outlined in this or any of our other forms.

By signing below, you acknowledge that you have received, read, and understand this agreement.

PRINTED NAME

SIGNATURE

DATE

ELENA SCHER PSYCHOTHERAPY, PLLC

DATE