

Informed Consent & Client Agreement
Zanda Hilger, LPC ♦ (817) 756-6460

Overview: This document is an agreement that provides information about your role as the client and my responsibilities as a counselor.

I am licensed as a professional counselor. Counseling can assist you in clarifying problems, finding solutions, and practicing better choices. The counseling process is a cooperative effort between you and me to improve the quality of your life by setting and achieving goals.

I value high standards of professional practice and follow a code of ethics. If at any time for any reason you are dissatisfied with my services, please let me know.

A variety of techniques will be used during counseling including Cognitive Behavior Therapy and Brief Solution Focused Therapy. If you have questions about any aspect of counseling, please ask me.

Appointment Scheduling/Attendance/Cancellation

Counseling sessions last approximately 45-50 50 minutes and will begin and end on time. Although sometimes circumstances happen when you arrive late for a session, late arrival does not extend the scheduled ending time of the session.

If you cannot attend a session, you agree to notify me at least 24 hours in advance to re-schedule, whenever possible. You understand that you may be charged ½ of a session fee when you do not cancel or cancel less than two hours before your session. I am not in the office every day and may have only come to the office to see you. Exceptions will be discussed.

Fees:

Payment is due at the beginning of the session. You can pay cash or check for each session or your insurance co-payment. You agree to pay a \$20.00 service charge for a check that is returned. It is your responsibility to confirm that your insurance company has authorized services.

Records and Confidentiality:

Anything discussed during counseling becomes part of your clinical record. What you say in sessions is strictly confidential with the following exceptions, under the laws of the state of Texas:

- 1) You authorize a release of information.
- 2) I believe that you are a danger to yourself and/or others.
- 3) I am ordered by a court to disclose information.
- 4) You disclose knowledge that you are involved in or have knowledge of the abuse, neglect, or exploitation of a child, older adult, or a person with a disability.
- 5) You disclose sexual contact with another health care professional.

Please remember that in any suit for money damage for mental distress or for conservatorship of children, whatever is disclosed in a therapeutic session could be revealed in the context of the lawsuit, and the counselor cannot be subpoenaed into court to testify.

Release of Information

By signing this agreement, I authorize the release of information to my primary physician, other mental health care providers, institutions, and referral sources for the purpose of diagnosis, treatment, consultation and professional communication.

If you have been in counseling during the past five (5) years, I may ask that you allow me to communicate with the professional providing mental health services.

Risks & Benefits of Counseling

During counseling you may experience personal change that can be uncomfortable and difficult. Learning more about yourself, changing the way that you think, and behaving in different ways may affect your relationship with other people, especially family members. I encourage you to stay focused on your goals but discuss changes to those goals, if necessary. Counseling is a personal experience and results are not guaranteed.

You may find that you meet your goals in a few counseling sessions or require several sessions. You are in control of how many sessions you want and have the right to end counseling at any time. If you decide to terminate counseling, please talk with me in a final session so that we can review your progress, make referrals, or discuss ideas that will help support you after counseling ends.

While in counseling with me you agree to not establish or maintain counseling with another therapist.

Referrals

Please discuss with me if you are dissatisfied. If either of us think that referral to another therapist is necessary I will assist you with referrals.

Counseling Relationship

Please remember that counseling is a professional and not a social relationship and will be limited to scheduled counseling sessions, except in the case of an emergency when you may contact me by phone. A code of ethics prevents me from attending social gatherings, accepting gifts, writing references, or in any other way that is outside our counseling relationship.

I reserve the right to postpone and/or terminate counseling of a client who comes to a session under the influence of alcohol or drugs.

Emergencies:

For a non-medical crisis, Zanda may be contacted by phone at (817)756-6460. A voicemail system is used when she is not available or after business hours. After hours messages will be returned the following day. Zanda checks messages throughout the day Monday through Friday and less frequently on weekends. If you are unable to reach Zanda and you are in a crisis, call 911, the 24-hour crisis hotline 817-335-3022, or toll free 1-800-866-2465, or visit the nearest emergency room.

Grievance/Complaint:

Please talk with me about any concerns, grievances, or complaints so that we can work together to find a resolution. It is your option to contact the Texas State Board of Examiners of Professional Counselors, 1100 West 49th Street, Austin, Texas, 78756-3183, (512) 834-6658.

Thank you for the opportunity to work with you.

By signing this document you are confirming that you have have read and/or discussed this Client Agreement & Informed Consent document with Zanda Hilger, LPC.

HIPAA Notice of Privacy Practices for Protected Health Information

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

This is your Health Information Privacy Notice from Zanda Hilger, LPC. This notice describes how we protect the Personal Health Information (hereafter referred to as PHI in this Privacy Notice) that we have about you which relates to you and how we may use and disclose this information. PHI includes individually identifiable information, which relates to your past, present or future mental health, treatment or payment for health care services. This notice also describes your rights with respect to the PHI and how you can exercise those rights. We are required to provide this Notice to you by the Health Insurance Portability and Accountability Act (“HIPAA”). We are required by law to:

- Maintain the privacy of your PHI;
- Provide you this notice of our legal duties and privacy practices with respect to your PHI; and
- Follow the terms of this notice.

We protect your PHI from inappropriate use or disclosure. Our employees are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI ONLY when there is an appropriate reason to do so.

We will not disclose your PHI to any other company for their use in marketing their products to you.

The main reasons for which we may use and may disclose your PHI are:

- **For Payment:** We may use and disclose PHI to process insurance filing and other forms of payment.
- **For Health Care Operations:** We may also use and disclose PHI at your request for your insurance needs.
- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone’s health or safety.
- We may use PHI to provide you with information about services that may be of interest to you.
- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.
- **When Requested as a Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit, divorce or a dispute, we will release PHI at your request. Please note per your signed Informed Consent, you have agreed not to involve Zanda Hilger, LPC in any current or future arbitration, mediation, and/or litigation within the court system.

Other Uses of PHI: Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization, in writing, at any time, except to the extent that we have taken action relying on the authorization.

You should understand that we will not be able to take back any disclosures that we have already made with authorization.

Cost of Processing PHI Request: Due to the cost of preparing and transmitting requested PHI, we will charge a \$25 flat fee for up to 25 pages and an additional \$1 per page thereafter.

In most cases, you have the right to inspect and obtain a copy of the PHI that we maintain about you.

- **Right to Amend Your PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. We may deny your request if you ask us to amend PHI that:
 - Is accurate and complete;
 - Was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
 - Is not part of the PHI kept by or for us, or
 - Is not part of the PHI, which you would be, permitted to inspect and copy.
- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of PHI about you. This list will NOT include disclosures made for treatment, payment, and health care operations, for purposes of national security, made to law enforcement or to corrections personnel, or made pursuant to your authorization or made directly to you. You must state the time period from which you want to receive a list of disclosures. The time period may not be longer than six years and may not include dates before March 1, 2013.
- **Right to Request Restrictions:** You have the right to request a restriction or limitation on PHI we use or disclose about you for treatment, payment or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, we are not required to agree to it.
- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail.
- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us. All complaints must be submitted in writing. You will not be penalized for filing a complaint.
- **Changes to This Notice:** We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you as well as any PHI we receive in the future.

Right to Obtain a Paper Copy of this Notice. You have the right to receive a paper copy of this notice and any amended notice upon request. You may also obtain a copy of this notice at our web site.

I understand that PHI provided through my individual client records and billing, or when released as described above, is often in electronic format protected through encrypted technology, including passwords and secured online use.

Professional Disclosure Statement
Zanda Hilger, LPC, NCC

Thank you for choosing this practice to receive counseling services. I commit to you to provide the highest quality of care during this time. Respite and hope are rights of each and every client.

Qualifications:

I am a graduate of the University of North Texas, with a Master's degree in Counseling. I am currently a Licensed Professional Counselor with the State of Texas as well as a National Certified Counselor

Experience:

I have worked as a Counselor since 1986 and have been in private practice at this location since 2013 after working for over five years as a contractor to non-profit organizations.

I have experience working with adults, children, and couples. My practice includes seeing clients in this office and through a telehealth network.

For many years I have worked with older adults and with adult children who are helping older family members as they age and need help due to Alzheimer's disease or chronic illness.

Counseling includes learning new skills. I was the training director at MHMR of Tarrant County for almost eight years. At Tarrant County College, I also taught in the mental health program and taught and coordinated continuing education seminars. Occasionally I teach an ethics seminar for mental health professionals. At one time I was also a certified career counselor and a certified rehabilitation counselor.

Counseling Techniques

The primary therapeutic process I utilize is called Cognitive Behavior Therapy. This approach focuses on how thinking affects behavior, both positive and negative. I believe it is important to meet the client "where they are" and may use other techniques, as needed.

My role is to help you recognize how your thoughts, emotions, and behaviors interact and learning and practicing new skills can improve the quality of your life and relationships. Helping you manage stress is an important part of the counseling process.

Social Media Policy
Zanda Hilger, LPC

This document outlines my office practices related to the use of Social Media. If you have questions or concerns, please talk to me. These policies are intended to respect your privacy and to protect the therapeutic relationship between us.

I do not accept “friend,” “follow,” or any contact requests from former or current clients on any social media platform, including but not limited to Facebook, Twitter, LinkedIn, and others.

Unless you request otherwise, I will remind you via text of your next appointment. Email will be limited to providing you with resources relevant to your treatment.

I write informational blogs for client use uploaded to my website at www.zandahs.net. You may print copies or forward blogs but I ask that you provide information about where you got the information.

E-mails, Cell Phones, Computers, and Faxes are Not Private. No form of client communication is 100 percent guaranteed to be private. Conversations can be overheard, emails and fax can be sent to the wrong recipients, and others can listen to phone conversations. Although use of text and email add convenience and improve communication, it is very important to be aware that computers, email, and cell phone communication can be accessed relatively easily by unauthorized people and hence can compromise privacy and confidentiality.

My computer and website are protect by virus protection and passwords. My cell phone is password protected and only your first name and the initial of your last name is saved on my cell phone.

Emails, in particular, are vulnerable to unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. It is always a possibility that faxes can be sent to the wrong address, and computers, including laptops, may be stolen.

Please notify me if you decide to avoid or limit, in any way, the use of emails, cell phones, SMS (text), faxes, or storage of confidential information on computers.

If you communicate confidential or private information, including appointments, via SMS (text) or email, I will assume that you have made an informed decision and will view your use of these technologies as your agreement to take the risk that such communication may be intercepted. I will honor your desire to change communication via text or email.

As new technology develops and the Internet changes for email, texting, Facebook, Twitter and other social media, updates to this policy may be necessary. If so, I will notify you with an updated copy of this document.

Adapted from online materials from Dr. Keely Kolmes and from the Social Media Policy of Cynthia Keeran by Zanda Hilger, February 20, 2017. Unsigned, but dated copy of this policy will be retained in your client file.

