




TERMS OF COUNSELING EMPOWERED MATURITY

1. WELCOME

Welcome to *Empowered Maturity*. This document contains information about the counseling services and business policies of *Empowered Maturity*. It includes a *Credit Card on File Agreement* (SECTION 8.2, PAGE 14) and a *Client Information Questionnaire* (SECTION 8.1, PAGE 12) that you are asked to complete. Review and understand the following information before attending your first session. Do not hesitate to ask questions about these policies: your counselor will be happy to answer them.

 **Acknowledge your consent by signing your initials at the various points in this document indicated by this symbol, and bring a completed copy to your first session.**

1.1. POLICY OF INCLUSION

All Humans are Welcome *Empowered Maturity* is a counseling practice that embraces and promotes human individuality. We believe that health of body, mind, and soul is connected to each person's opportunity to uncover and manifest their authentic, unique Self; and also to how that Self fits meaningfully into the human community.

We welcome, respect, and celebrate all the aspects of a person that contribute to our unique identities: physically, mentally, spiritually, sexually, as well as ethnically, culturally, socially, religiously, and otherwise.

2. COUNSELING

Clients who come to *Empowered Maturity* usually seek us out for one of two reasons.

1. Some clients are seeking to learn about and develop *Empowered Maturity*TM to enhance their lives and relationships with the skills of self-esteem, self-actualization, self-protection, self-care, self-correction, self-mastery, self-expression, and self-experience.
2. Most clients come to *Empowered Maturity* as a result of some current crisis in their lives. For the solution-oriented client, it is important that you understand your expectations as well as the risks and benefits of counseling before you begin.

2.1. RISKS AND BENEFITS

2.1.1. RISKS OF COUNSELING

Effective counseling involves exploring difficult aspects of our lives. At *Empowered Maturity* we sometimes compare counseling to surgery: your presenting problems are symptoms of underlying causes, and in order to help you achieve lasting relief and change, our work together ultimately involves disrupting those underlying factors.

It is important to understand that you can expect at times to feel worse before you experience the benefits of deeper healing. It is also possible that deep healing will be accompanied by deep changes that you have not anticipated. Important relationships may be impacted or may even come to an end. During our work together, you are likely to get in touch with uncomfortable or difficult emotions such as anger, fear, pain, guilt, or shame. Sometimes the solutions to your problems will end up being very different from what you expected.

Things get worse before they get better: be open



I understand that the benefits of counseling are not guaranteed, and that they may not emerge before experiencing increased discomfort.

We invite you to approach counseling with an open mind, patience, and courage. The outcome of your counseling experience rests largely on your willingness to reevaluate your existing assumptions, which is why we cannot guarantee your results for you.

2.1.2. BENEFITS OF COUNSELING

The benefits of effective counseling are proportional to your willingness to challenge the familiar; to your tolerance of temporary discomfort; and to your commitment to examining your presenting problems as well as the issues that lie beneath the symptoms.

Suffering is optional. Effort is not.

At *Empowered Maturity* the possible benefits of counseling correspond to our mission statement:

"To create a world of Purposeful Lives'—through healthy systems² composed of empowered, authentic³ Individuals—by generating a safely challenging⁴ culture, in which Reaction is transformed⁵ into Response."

1. The reason we do the work we do is that we believe that humans have the power to create intentional change in the world.
2. We believe in the interconnected nature of all things. Systems function optimally when their constituent parts are in effective communication and cooperation with one another.

3. The individual is the primary unit of the human experience. Empowered individuals have the ability to create intended change in the experience of their own lives. Authentic individuals are in touch with the full range of their human natures, are connected to their values, and are congruent in their actions.

4. Actualization of human potential is brought about by the dynamic equilibrium of dialectical pairs: freedom/responsibility, risk/safety, vulnerability/protection, effort/rest, spontaneity/discipline, self-sufficiency/interdependence, etc...

5. Transformation is the process of creating intended change. It is the creative actualization of potential. It is the successful manifestation of the human will.

The benefits of developing *Empowered Maturity*[™] are numerous and varied, but they all point towards experiencing and conducting our own lives in meaningful, purposeful, and effective ways.

2.2. DURATION OF COUNSELING

The length of your counseling relationship will be determined by factors that are unique to you, your circumstances, and your treatment objectives. These will usually become clearer over the course of your initial sessions as your counselor becomes acquainted with you, and you are encouraged to discuss any concerns you have about the length, as well as the intensity of your treatment.

Quick fixes don't last While some focused issues—such as grief, life adjustment, or pre-marital counseling—can be addressed effectively in a short period of time (10-20 sessions), it is best to approach counseling as an investment of time and resources in your healing and lasting wellness.

The issues in which *Empowered Maturity* specializes—maladaptive and compulsive coping mechanisms—usually require a medium- to long-term commitment on your part.

2.3. DUAL COUNSELING

If you are in an existing working relationship with another counselor, disclose this to *Empowered Maturity* before you begin working with one of our counselors. It is a violation of our professional code of ethics for us to provide counseling services to you concurrently unless there is a compelling clinical reason, or other special circumstances that would first need to be discussed and understood.



[I understand if I am currently seeing another mental healthcare professional that I will disclose this to Empowered Maturity by my first session.](#)

An exceptional example would be if you need assistance in terminating an existing counseling relationship that you experience as abusive.

When more than one counselor is involved in your care, it can be therapeutically harmful to you unless the effort is a coordinated and collaborative one, which requires that all involved professionals be aware of each other and have your written permission to communicate about your treatment with each other. Even though working with more than one counselor at the same time can enhance your treatment, this is usually only true when there is a clear understanding of which counselor is your primary counselor, and how the other therapists are serving as adjunct providers with a clear understanding of the scope of their contribution to your treatment.

Too many counselors can spoil the therapy

If this is the case, you will be asked by your counselors to complete an Authorization to Disclose Protected Health Information form.

2.4. PSYCHOLOGICAL ASSESSMENT

As part of your intake assessment in addition to the *Client Intake Questionnaire*, your counselor may recommend the use of psychological assessment instruments (test questionnaires) that can accelerate the initial evaluation and formulation of your treatment plan.

These tests are administered by your counselor and are billed separately from the counseling session. All testing is voluntary, but if your counselor makes the recommendation it is with the understanding that the suggested assessment will enhance your counselor's ability to serve you efficiently, and will assist your counselor in confirming diagnoses that may help treatment decisions. Test results are always reviewed with, and explained to the client in a way that most clients find valuable and enlightening.

Testing can be helpful

Most of the tests employed are industry-standard psychological assessment instruments such as the Millon[®] Clinical Multiaxial Inventory-IV (MCMI[®]-IV), or the Minnesota Multiphasic Personality Inventory[®]-2 (MMPI[®]-2).

Empowered Maturity may also use a proprietary psychological assessment instrument that is being developed by Patrick Hentsch-Cowles, which is proving to be valuable in working with clients, even though the instrument is still under development. If you are offered the Developmental Maturity & Adaptive Personality Compensations Inventory[®] (DMAPCI[®]), this will be brought to your attention for your consent to benefit from, as well as contribute to the further development of this instrument.

3. COUNSELING SESSIONS

3.1. SCHEDULING

Other than establishing a regular and consistent counseling schedule with your counselor, the most efficient and convenient way to set up, to reschedule, or to cancel your appointments is to use the online booking portal.

- <http://empowered-maturity.com/booking.html>

Online Scheduling is the most efficient option.

Otherwise, please direct all communications concerning the scheduling, cancellation, and rescheduling of appointments to your counselor by voicemail, by

text message, or by email.

- **voicemail:** (888) 830-2954, extension 101
- **text messaging:** (469) 480-9098
- **email:** patrick@empowered-maturity.com

3.1.1. TIME

Your counseling appointments are scheduled in advance, and are subject to the cancellation policies set forth in SECTION 5.4. "CLIENT CANCELLATION PROCEDURES AND FEES". Although session durations and frequency may vary and be tailored to the specific needs of the client, the standard session durations for counseling are:

- 50-minute weekly sessions for individual counseling (nominal 1-hour session)
- 80-minute weekly sessions for couple counseling (nominal 1½-hour session)
- 110-minute weekly sessions for family counseling (nominal 2-hour session)
- 110-minute weekly sessions for group counseling (nominal 2-hour session)

Sessions are supposed to end 10-minutes "early"

because it is standard practice in the profession for your counselor to use the last ten minutes of your nominal session time to update your case notes and records after meeting with you.



I understand that counseling sessions end ten minutes earlier than the nominal session time regardless of whether they began punctually.

Please understand that while your counselor may occasionally exercise discretion and flexibility, your counselor endeavors to end the session on time, which is ten minutes earlier than the nominal ending time of your appointment. It cannot be assumed that your late arrival to your appointment will be compensated for by extending the session into those ten minutes.

3.1.2. PLACE

Counseling sessions take place face-to-face in your counselor's office. Occasionally remote counseling is facilitated and your sessions may be conducted by

telephone, or videoconferencing (Skype™, FaceTime™, or other agreed upon platforms).

Don't count on technology

While technological media are making remote counseling increasingly accessible, *Empowered Maturity* does not support remote counseling as an optional alternative to face-to-face counseling, but instead will use it to facilitate the continuation of counseling in circumstances under which the continuation of counseling would not otherwise be feasible.

All of the terms set forth in this agreement remain unchanged regardless of medium.



I understand that remote counseling is not an elective alternative to face-to-face counseling but that the same terms apply in case of use.

3.2. THERAPEUTIC APPROACH & STYLE

Our goal at *Empowered Maturity* is to help you navigate through challenges in your life and in your relationships while providing a safe place to heal, explore, develop insight, practice healthy coping skills, and integrate as well as take responsibility for your changes. We facilitate a process in which the client is able to move toward healing, self-acceptance, and ultimately to grow and to thrive in a supportive environment that at first we provide, and that later the clients learn to recreate in their own lives.

At *Empowered Maturity* our approach is collaborative, honest, and direct, with safe but challenging boundaries and empathy. We reflect, assist, encourage, and point out incongruent patterns around actions and words. We believe in every individual's intrinsic potential for growth and healing; therefore we guide but do not direct, inform but do not indoctrinate, offer but do not impose, as we assist you in finding your own way to your personal *Empowered Maturity*™.

Honest, direct, and "safely challenging"

3.3. COLLATERAL SESSIONS

Occasionally—and only if it benefits the client's counseling goals—your counselor may, at his or her discretion, encourage you to invite a person who is significant in your life to join you for one or more counseling sessions, or to meet with your counselor in your absence.

Under such circumstances, if the person agrees to join you for a session or to meet with your counselor, it will

Those who support you do not have to be clients

be made clear to you and to the person that this is for the benefit of your own counseling progress and does not constitute couple, family, or any other collective form of counseling.

It will be understood that the third party is not joining the session or meeting your counselor for their own therapy, and that your counselor is not taking them on as a client, but that they are supporting your therapy. This can only occur if you sign a confidentiality waiver that allows a third party to participate in your session or to talk with your counselor about you.

3.4. CONCLUSION OF COUNSELING

Your counseling relationship may be concluded for a variety of reasons.

1. Your counselor and you may jointly conclude that your treatment has run its course and that you have accomplished your goals.
2. Your counselor will respect your right to cease your therapy at any point and for any reason, although your counselor will always be candid about whether he/she supports your decision clinically, and in view of your own treatment goals.
3. Your counselor also has the right to conclude the counseling relationship by giving appropriate notice in cases where the counselor deems that the working relationship has ceased to be therapeutically beneficial to the client either because the client's case is surpassing the counselor's own clinical competence, or because the client has consistently demonstrated a pattern of non-compliance with the counselor's treatment recommendations. In either case, the counselor will not terminate without providing referrals to alternative service providers.



I understand that either party has the right to terminate the counseling relationship at any time, according to the terms of this agreement.

There's a proper way to say "goodbye" When your counseling relationship comes to an end for whatever reason, we ask that you honor the work you have accomplished by concluding in person in a final termination session for therapeutic closure.

Termination need not be permanent. Some clients return to counseling to address new challenges or goals, and *Empowered Maturity* has an open door policy and welcomes the possibility of working with you again in the future. However, it will be at your counselor's clinical discretion and also dependent upon his/her availability, as well as *Empowered Maturity's* terms and conditions of counseling that will be in effect at that time, which may be different from this agreement.

4. CONFIDENTIALITY

4.1. IMPORTANCE OF CONFIDENTIALITY

In order for your counseling experience to be effective, you must be able to develop exceptional trust in the safety of your counseling relationship. Your counselor's ability to help you is limited by what you are able and willing to share with him/her. The confidentiality of your counseling is therefore of extreme therapeutic importance, and all counseling services are strictly confidential. No information about your counseling—including confirmation or denial that you are a client at *Empowered Maturity*—may be revealed by *Empowered Maturity* to any person or entity without your deliberate, written permission and *Empowered Maturity* strictly observes policies to safeguard your privacy and confidentiality.

Without TRUST, this doesn't work

Correspondingly, all client records—whether physical or electronic—are managed as client protected health information in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and in particular 45 CFR Part 160 and Part 164, Subparts A and C.



I acknowledge that I have received and have been given an opportunity to read a copy of Notice of Privacy Practices (see Appendix).

I understand that if I have any questions I may contact Empowered Maturity for clarification.

4.2. CONFIDENTIALITY AND GREETING

In some cases, we have the privilege of serving clients who have been referred to *Empowered Maturity* by former or existing clients. Even though you may personally know, or know of, other clients whom we may be serving, this does not in any way alter our confidentiality policy and *Empowered Maturity* will neither confirm nor deny any other client's clientele—even if you referred them—without the client's express written permission. Except where clients are members of the same counseling group and where therapeutically relevant and appropriate (and under the terms and conditions of group participation, agreed to separately), *Empowered Maturity* will never make references to other clients as a matter of policy.

If you encounter your counselor in public, be aware that your counselor will not greet nor acknowledge you solely because doing so may compromise your confidentiality. If, however, you initiate greeting or acknowledging your counselor in public, your counselor will happily respond to you, and assume that you do not have privacy or confidentiality issues at stake in doing so.

There's a proper way to say "hello"

4.3. EXCEPTIONS TO CONFIDENTIALITY

Due to the therapeutic importance of confidentiality in counseling, it is very important that you clearly understand the cases in which there may be exceptions to this confidentiality.

4.3.1. POLICY EXCEPTIONS

1. *Empowered Maturity* may in the future grow into a team practice. Even though you may be working only with one counselor, the terms of confidentiality will be observed by the counselors and members of staff of *Empowered Maturity* collectively as an entity. Any sharing of client information within *Empowered Maturity* will always be conducted with the client's best therapeutic interest as the guiding principle.



I understand and accept that the terms of Confidentiality apply to Empowered Maturity and its members of staff as an entity. By signing this agreement, I am authorizing all members of Empowered Maturity to share information about me within Empowered Maturity for clinical staffing and other administrative reasons. This agreement also binds all members of Empowered Maturity to the safeguarding of my confidentiality according to the terms set forth in this agreement.

2. If you participate in any group counseling at *Empowered Maturity*, our ability to ensure confidentiality is limited by the group members' clear understanding of, and pledge to group confidentiality. Confidentiality in group counseling is just as vital as in individual counseling, and as your group counseling facilitator(s), the counselor(s) will do their best to ensure and to enforce that all group members, including you, fully understand and adhere to the terms of confidentiality; but it is important that you understand that *Empowered Maturity* ultimately cannot make any guarantees nor be liable for the conduct of its clients.

You are responsible for group confidentiality

- In addition to group sessions, most of our counseling groups are supplemented and enhanced by their members' ongoing participation in an optional electronic group forum on WhatsApp™, which is an encrypted and secure medium. However, the confidentiality of the group chat is the responsibility of its participants, and you understand that if you choose to benefit from this feature it is your duty to control access to your electronic device

to safeguard the confidentiality of your fellow group members, and to be accountable for any breach of confidentiality to your fellow group members.



I understand and accept that Empowered Maturity and its members cannot guarantee my confidentiality in a group counseling context, and that I am responsible for respecting and safeguarding my own and my group members' privacy and confidentiality.

3. When we offer couple and family counseling, the couple or the family is the client (the "treatment unit") rather than the individuals in it. In serving the best interest of the treatment unit, *Empowered Maturity* counselors do not hold secrets on behalf of the individuals in the treatment unit. This means that confidentiality does not apply between the treatment unit members when any one member meets with their *Empowered Maturity* counselor for an individual session, or separately contacts their counselor to disclose important information that is not known to the rest of the treatment unit.

Secrets are usually harmful

- Your counselor will encourage and support the member holding a secret to disclose to the rest of the treatment unit in a manner that is consistent with the unit's treatment goals and welfare. The counselor also reserves the right to share or disclose information revealed by the member to the rest of the treatment unit if the counselor deems it necessary and appropriate for the unit's progress and best interest.



I understand and accept if I divulge secrets to my counselor that are not known to the other member(s) of my treatment unit in couple or family counseling, that my counselor is not bound by the terms of confidentiality to protect the secret.

4. Your counselor at *Empowered Maturity* may employ audio and/or video recording in these ways—
 - as a therapeutic and educational aid, such as for couple communication feedback and coaching,
 - to streamline their case-note workflow.In all cases, recorded material is employed, and then either destroyed or stored in strict compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and in particular 45 CFR Part 160 and Part 164, Subparts A and C. Please inform your counselor if you have concerns about media records.

4.3.2. LEGAL EXCEPTIONS

Your counselors are law-abiding!

Professional counselors are also mandated by law to make exceptions to confidentiality by disclosing or reporting certain kinds of information. Please make sure that you clearly understand these exceptions, and do not hesitate to discuss these with your counselor if you need clarification or if you have concerns before you disclose any information that could lead to a legally required disclosure.

Wherever possible, your counselor will inform you first if he/she perceives that an exception to confidentiality has arisen in your work together. Your counselor will never make a report to the relevant authorities without discussing your options with you first, except in cases where reasonably suspected imminent material harm to yourself or other persons may be prevented by doing so.

Special Attention:

Your counselor is legally mandated to divulge information under the following circumstances:

1. If an *Empowered Maturity* clinician believes that you are likely to harm yourself and/or another specifiable person, the clinician will take prompt action intended to protect you or others by informing relevant authorities.
2. If an *Empowered Maturity* clinician has cause to believe that a child has been or may be abused or neglected, the clinician is required to make a report to the relevant state agency within 48 hours. (*Texas Family Code, Chapter 261, concerning abuse or neglect of minors.*)
3. If an *Empowered Maturity* clinician has cause to believe that an elderly or disabled person has been or may be abused, neglected, or subject to financial exploitation, the clinician is required to make a report to the relevant state agency. (*Texas Human Resources Code, Chapter 48, concerning abuse, neglect, or exploitation of elderly or disabled persons.*)
4. If an *Empowered Maturity* clinician receives information about a person from whom you sought counseling in the State of Texas behaving toward you in a sexually inappropriate manner, the clinician is required to make a report to the relevant state agency (your identity may remain anonymous at your request). (*Texas Civil Practice and Remedies Code, §81.006, concerning sexual exploitation by a mental health provider.*)
5. If an *Empowered Maturity* clinician receives information concerning abuse, neglect, and illegal, unprofessional, or unethical conduct in an in-patient mental health facility, a chemical dependency treatment facility or a hospital providing comprehensive medical rehabilitation services, the clinician is required to make a report to the relevant state agency. (*Texas Health and Safety Code, Chapter 161, Subchapter K, §161.131 et seq., concerning abuse, neglect, and illegal, unprofessional, or unethical conduct in an in-patient mental health facility, a chemical*

dependency treatment facility or a hospital providing comprehensive medical rehabilitation services.)

6. *Empowered Maturity* clinicians are required to comply with Occupations Code, Chapter 109, relating to the release and exchange of information concerning the treatment of a registered sex offender.
7. If your records are requested by a valid subpoena or court order, *Empowered Maturity* is required to respond.
8. If you are a minor (under the age of 18), your legal guardians have the right to request information from *Empowered Maturity* about your treatment.
9. If it becomes necessary for *Empowered Maturity* or any of its members to defend themselves in any legal or financial disputes with past or existing clients, or their representatives—including but not limited to the collection of fees for unpaid services—*Empowered Maturity* and its members will cease to be bound by the terms of confidentiality set forth in this agreement to the extent necessary for a reasonable defense of *Empowered Maturity's* legal or financial interests against the client, or the client's representatives.



I understand and consent to all of the exceptions to client confidentiality as described in Sections 4.3.1 and 4.3.2 of this agreement.

5. FINANCIAL

5.1. FEE SCHEDULE

Please review and ensure that you understand the current rates for services offered by *Empowered Maturity*

Service	Duration	Standard	After 5:00pm	Weekend
			120%	150%
Individual	50m	\$190.00	\$228.00	\$285.00
Couples	80m	\$285.00	\$342.00	\$427.50
Family	110m	\$380.00	\$456.00	\$570.00
Group	110m	\$80.00	n/a	\$120.00
Tele-communication	15m	\$45.00	n/a	\$67.50
Legal collaboration	60m	\$600.00	n/a	\$900.00
Intervention	60m	\$420.00	\$504.00	\$630.00
Preparation of Records	30m	\$30.00	n/a	\$45.00

Fees are reviewed annually by *Empowered Maturity*, and may increase from time to time to remain current with the state of the market and of the economy. Any increase will be discussed with the client, and a 30-day notice will be given prior to any increase. While we endeavor to balance the value of our time and services with our clients' financial constraints,

Inflation happens to counselors too

please understand that *Empowered Maturity* can only continue to best serve its clients if the talent and experience that it attracts is competitively compensated. If you grow to disagree with the value of our services, please do not hesitate to discuss this with your counselor, and also bear in mind that you have the right to terminate counseling with *Empowered Maturity* at any time.



I acknowledge Empowered Maturity's fee schedule, and understand that from time to time, fees may increase with advance notice.

5.2. SESSION PAYMENTS

Empowered Maturity receives payment for counseling sessions at the time that services are rendered. Sessions can also optionally be paid for at the time of booking when the online booking system is used. The forms of payment that are accepted by *Empowered Maturity* are

- cash (*Empowered Maturity* does not operate a cash register and may not be able to return change for inexact cash payments).
- check
- debit card
- credit card
- PayPal™

Credit card on file is required

Empowered Maturity requires that you keep one credit card on file with your records to guarantee the payment of missed appointments (see SECTION 5.4. “CLIENT CANCELLATION PROCEDURES AND FEES”) and occasionally, remote counseling sessions conducted by telephone, videoconference, or other electronic media. Your credit card information is stored to the same standards of security and privacy as the rest of your client records (see SECTION 4.1. “IMPORTANCE OF CONFIDENTIALITY”).

Please ensure that you complete, sign, and return the *Credit-Card-on-File Agreement* (see Appendix 2).



I understand that fees for services are payable at the time that services rendered, and that I guarantee payment by authorizing Empowered Maturity to hold my credit card on file, and to process charges to the credit card according to the terms set forth in this agreement.

5.3. HEALTH CARE/MANAGED CARE INSURANCE POLICY

Empowered Maturity is a private-pay practice

Empowered Maturity does not participate in any managed healthcare networks and does not accept third-party

insurance payments. All *Empowered Maturity* clients agree to pay their counseling fees out-of-pocket at the time services are rendered. However, many healthcare insurance policies offer benefits for out-of-network mental healthcare service providers, and *Empowered Maturity* will—upon request—provide you with appropriate documentation that you may submit to your insurance for reimbursement. *Empowered Maturity* does not, however, assist clients in determining the specific benefits of their particular plan, which vary greatly in the healthcare insurance market, nor in filing claims on behalf of the clients.

Please note that for most healthcare insurance carriers, appropriate documentation includes—at a minimum—the client’s identifying information, the healthcare provider’s identifying information, a reimbursable mental health diagnostic code, a description (or current procedural terminology code) of services rendered, and the amount paid by the client. In some cases, the insurance company will also request information on the client’s presenting problem and symptoms from the client’s counseling records.

You understand and acknowledge, if you choose to file for a possible healthcare insurance reimbursement that

- this may impact your confidentiality, and that *Empowered Maturity* cannot safeguard your confidentiality once this information is released, and that
- there is no guarantee that your plan will cover any portion of the cost of your counseling sessions.



I understand that Empowered Maturity is an out-of-network private-pay practice, and that I am fully responsible for the effort and outcomes of seeking third-party reimbursements from my healthcare insurance policy.

5.4. CLIENT CANCELLATION PROCEDURES AND FEES

Although your counselor at *Empowered Maturity* may send email appointment reminders at their discretion, you understand and acknowledge that you are responsible for keeping track of, and attending your scheduled sessions at the agreed appointed time.

We ask you to understand that respecting our scheduling policies is important in order for *Empowered Maturity* to deliver the benefits of its services to as many of its clients as possible, including you.

It is understood that occasionally a client’s appointment may need to be cancelled or rescheduled due to irregular circumstances. Clients needing to cancel and/or reschedule an appointment are expected to notify *Empowered Maturity* as

Insurance can affect your confidentiality

Don't let your cancellations become expensive

soon as possible, by text message or email, or by leaving an appropriate note while re-booking a scheduled appointment with the online booking system:

- (469) 480-9098
- patrick@empowered-maturity.com
- <http://empowered-maturity.com/booking.html>



I understand that all cancellation- and rescheduling-related communications must be communicated according to the terms set out in Section 5.4 above, and I understand and accept the cancellation penalties as detailed in Section 5.4.1 below.

5.4.1. EMPOWERED MATURITY HAS THREE TYPES OF CLIENT-CANCELLED APPOINTMENTS

1. **Advance-Notice Cancellation:** when appointments are cancelled more than two days (48 hours) in advance of the scheduled appointment time, you can cancel or reschedule the session without incurring any penalty.
2. **Short-Notice Cancellation:** when appointments are cancelled less than two days (48 hours) before the scheduled appointment time, half (50%) of the session fee will be charged to the client's credit card on file unless the session is rescheduled within the same week.
3. **No-Show:** when *Empowered Maturity* does not receive any notification of cancellation or delay, and the client does not show up within the first fifteen (15) minutes of their scheduled appointment, the appointment will be automatically cancelled and the full amount of the session fee will be charged to the client's credit card on file.

Group cancellation does not exist

Empowered Maturity does not recognize client-cancelled attendance for group counseling. Group counseling is a collective commitment and group members are expected to attend their regular group sessions. Even though a client's occasional inability to attend a group session will be inevitable in the long run, non-attendance must be notified to both *Empowered Maturity* and to your fellow group members with the same accountability as set forth in this agreement, but missed attendance will be charged to the client's credit card on file as long as the client is an active member of the group.



I understand that in participating as a group counseling member, sessions are payable even when I am not able to attend a session.

Empowered Maturity reserves the right to waive cancellation fees at its sole discretion, by taking the nature

and frequency of the client's unforeseen circumstances into consideration. In such cases, the client will be informed of the exception made to these cancellation policies.

Empowered Maturity reserves the right to evaluate the nature and frequency of its clients' rescheduled appointments, cancellations, and no-shows. If *Empowered Maturity* determines that the client's attendance reveals a pattern of inconsistency and/or unreliability, your counselor will explore with you whether you are able to hold your commitment to the counseling process, and whether adjustments are necessary to make continued work with you possible. In cases where the necessary adjustments cannot be made, *Empowered Maturity* reserves the right to reassign your reserved session times to clients who are able to benefit from those openings, and your future appointments may be relegated to your counselor's waitlist.

You can lose your spot with frequent cancellations or inconsistent attendance



I understand that Empowered Maturity reserves the right to reassign my regular appointment time to another client at its discretion.

6. COURT INVOLVEMENT

In its commitment to personal growth, healing, and empowerment, *Empowered Maturity* exists to serve its clients' mental, emotional, psychological, and spiritual health needs rather than its clients' legal needs. If you are seeking counseling with a view to any legal agenda, we recommend that you choose another counseling practice that is oriented to court involvement. In our experience, involving your counselor in legal proceedings completely undermines the therapeutic benefits of a counseling relationship and will compromise your treatment.

Unless mandated by a court order, your counselor will not agree to prepare any kind of report or document intended for use in legal or paralegal proceedings regarding your treatment at *Empowered Maturity*. If you are involved in a lawsuit, please understand that entering your mental health into a court hearing may not be in your best interest as it may compromise your confidentiality and your clinical files may be subpoenaed and your counselor will speak truthfully if under oath. Your counselor cannot be your advocate in a court hearing nor speak on your behalf as that is not the nature of the counselor-client relationship.

Legal involvement is both expensive and not therapeutic

If you do become involved in legal proceedings that require your counselor's mandated participation, you will be charged for all of your counselor's professional time, including preparation and transportation time and costs, even if called to

testify by another party. Because of the time involved and the disruption that results in the counselor's clinical work, our fee rate for legal involvement is considerably higher than our counseling rates (see SECTION 5.1. "FEE SCHEDULE").

7. BOUNDARIES

7.1. THE COUNSELING RELATIONSHIP

Your counselor cannot be your friend, or anything else

The relationship that is established between you and your counselor is a special kind of relationship, known as a therapeutic relationship. It is important to note that while an

effective and successful therapeutic relationship is built on exceptional trust that will come to be experienced as psychologically intimate, the relationship is fundamentally professional in nature, designed to benefit the client in therapeutic ways. In order to maintain the therapeutic safety, integrity, and value of the relationship, both client and counselor must respect some important boundaries to avoid what are known as dual relationships.

Dual relationships develop if either the client or the counselor attempt to cultivate any other kind of relationship that is not a therapeutic relationship. It is professionally unethical for your counselor to initiate, or to reciprocate any attempt on your part—whether conscious or not—to cultivate a dual relationship. Examples of a dual relationship include client and counselor participating in a business venture together, asking for or offering personal favors, trading professional services with each other, making loans, frequenting each other socially, and demonstrating romantic or sexual interest.

If you encounter your counselor in public and choose to greet him/her, this does not constitute a dual relationship; but be mindful of whether it will impact your confidentiality (see SECTION 4.1. "IMPORTANCE OF CONFIDENTIALITY").

7.2. COUNSELOR AVAILABILITY BETWEEN SESSIONS

Your therapeutic relationship with your counselor is defined by the time you spend working together in your sessions. The course of your therapy, however, is not. At times your counselor will give you assignments and/or practices that are important to the progress of your growth between sessions. Your progress depends on your willingness and ability to apply, practice, and integrate what you experience in session to all aspects of your life.

As a result, your counselor will be supportive of your process between sessions, and he/she will be available to assist you,

Your counselor is not available 24/7

but within certain limits. For practical and logistical reasons, your counselor will be available to take a brief 5-minute phone call, or to

answer a short 1-paragraph text or email message between your sessions to address crises (see SECTION 7.2.1. "CRISIS AND

EMERGENCY CONTACT") or to address assignments, but no more frequently than twice per calendar month at no charge. Your counselor will not process therapy issues by telephone, text, or email unless you have been specifically asked by him/her to do so as part of your treatment.



I understand that consulting or communicating with my counselor outside of my sessions beyond the monthly allowance described above will constitute billable remote counseling services for which I will be charged according to the fee schedule.

Your counselor will make every effort to return your call, email or text message of a non-emergency nature within 24 hours during business hours and days. If your call, email or text message is received after business hours, during the weekend, during a public holiday, or during your counselor's vacation, your counselor will return your non-emergency message on the first business day following your message.

If you need more contact with your counselor between sessions due to crises, your counselor will be willing to discuss the option of increasing your session frequency, or of scheduling temporary phone consultations if he/she determines that it supports your therapy, and the standard fees (see SECTION 5.1. "FEE SCHEDULE") will apply to the increase in level of care offered to you.

7.2.1. CRISIS AND EMERGENCY CONTACT

Emergencies are defined as situations in which the client is facing a high probability of imminent material harm to self or to others, or in which such harm is occurring, or has just occurred. In an emergency, call 9-1-1 before trying to contact your counselor. *Empowered Maturity* and your counselor are not equipped to assist you directly in case of an emergency.

In case of emergency call 911



In case of emergency, I will call 9-1-1 for immediate assistance. I understand that Empowered Maturity cannot provide emergency services.

Crises are defined as situations in which the client is experiencing a high level of distress because the demands of the situation he/she is facing exceed the client's current coping skills. In case of crisis, your counselor will make every effort to return your call, email, or text message within 24 hours but please note that if you are in an emergency, call 9-1-1 first for an immediate response. Critical responses by your counselor that exceed a 5-minute phone call, or a short text or email message will incur a session, or partial session fee charged to your credit card on file according to the fee schedule (see SECTION 5.1. "FEE SCHEDULE").

7.2.2. COUNSELOR ABSENCES

Occasionally your counselor will take time away from work for personal vacations, professional development or other self-care activities. At those times, your counselor may not be available and will provide adequate advance notification of his/her planned absence.

During your counselor's absence, *Empowered Maturity's* Care Coordinator will be able to act—at his/her discretion—as a liaison between you and your counselor in cases of exceptional urgency. Otherwise, your counselor will remain unavailable until his/her return, and his/her colleagues will be glad to assist you in the meantime.

In the unlikely event that your counselor must attend to a personal emergency, *Empowered Maturity's* Care Coordinator will do his/her best to keep you informed, and offer you options.

7.3. SOBRIETY POLICY

Even though *Empowered Maturity* helps clients who struggle with compulsion, self-medication, & addiction work toward recovery from these mood-altering coping mechanisms, a counseling session cannot deliver much benefit to a client who shows up to his/her session in an intoxicated state. If your counselor notices that an impaired client exhibits signs of intoxication that are characteristic of substance misuse or abuse, your counselor reserves the right to end the session, and the client will forfeit his/her session time and session fee. In such a case your counselor will assist you in arranging for a safe mode of transportation home.



I understand that if I appear for my appointment in an intoxicated state my session may be forfeited.

7.4. INTERNET

7.4.1. SOCIAL NETWORKING

While *Empowered Maturity* maintains a professional online presence in whatever forms that may be appropriate for the times, its purpose is to make its services known and accessible—and sometimes to provide resources that can be valuable—to potential and existing clients. As a matter of policy, *Empowered Maturity's* counselors do not engage in social networking in any capacity with their clients. This would both constitute a dual relationship (see SECTION 7.1. "THE COUNSELING RELATIONSHIP"), and potentially compromise the client's confidentiality.

We like you but we can't "like" you

As a result, *Empowered Maturity's* counselors will neither initiate nor respond to any "friending" or "following" requests with any entity that is identifiable as a former or

an existing client in any social networking medium. Nor will *Empowered Maturity's* counselors accept any messaging medium associated to any social networking platform (including but not limited to Facebook™, Twitter™, LinkedIn™, Pinterest™, Tumblr™, and others) as a legitimate means of communication with their clients.

7.4.2. EMAIL POLICY

If you choose to use the convenience of email as a form of communication with *Empowered Maturity* and/or your counselor, you do so with the explicit understanding that the security, privacy, and confidentiality of your email communications do not meet the necessary standards to be HIPAA compliant.

Email is not a secure form of communication

You acknowledge that by using unencrypted email as a means of communication with *Empowered Maturity* and/or your counselor, you assume full responsibility for any breach of your own privacy and/or confidentiality stemming from the existence of decipherable electronic traces or logs of your communications on any device, public or private, involved in the transmission of your emails, including any number of Internet Service Providers' servers regardless of geographical location.



I understand the possible risks in electronic transmission of data. I hold *Empowered Maturity* and its members harmless against any breach of confidentiality that may result from the use of unencrypted email as a form of communication between myself and *Empowered Maturity*.

For clients who are set up to employ public-private-key-encrypted email transmissions (PGP), your counselor will be happy to exchange public keys with you to establish a secure form of email communication with you which meets the standards for HIPAA security, privacy, and confidentiality compliance.

7.5. OFFICE BOUNDARIES

7.5.1. FOOD & DRINKS

Being present to the process during your session is optimal when distractions like food and drink are avoided. *Empowered Maturity* encourages you to meet your food and drink needs before your session begins and to refrain from bringing food and/or drinks into the session with the exceptions of water, coffee in the morning, and any food or non-alcoholic beverage that you might require to take care of a health need.

7.5.2. USE OF MOBILE PHONES AND OTHER ELECTRONIC DEVICES

The use of electronic devices such as mobile phones, tablets, and smart watches—which can distract the user with notifications of incoming information—is contraindicated during counseling sessions. Clients are asked to silence, disable the vibration of, and put away their devices while in session at *Empowered Maturity*. If you are expecting an emergency call or message, please discuss it with your counselor at the beginning of the session.

7.5.3. CLIENT PRIVACY

In sharing space with other clients in the waiting room, or in encountering other clients while entering or leaving the premises, please be mindful of your own, and other clients' rights to privacy and confidentiality.

7.6. CLIENT ASSIGNMENTS

As part of your therapy your counselor will likely offer relevant assignments for self-exploration between sessions. It is important for you to understand that these assignments are not to be regarded as school homework. They are not for grading; your counselor will not follow up on them; they are voluntary and for your own benefit. It is your own responsibility to choose whether or not to follow your counselor's suggestions, and to bring your discoveries back to your sessions for further exploration or processing.

When you complete any "assignments" you are given, it is your responsibility to follow up on them with your counselor.

8. CONSENT TO TERMS & CONDITIONS OF TREATMENT

By signing this document as the Client (or Guardian of said Client), you acknowledge that you have read, understand, and agree to the terms and conditions contained in this form; and that you have been given appropriate opportunity to address any questions or to request clarification for anything that is unclear to you. You are voluntarily agreeing to receiving mental health assessment, treatment and services for yourself (or your child if said child is the client).

You consent for *Empowered Maturity* to communicate with you by mail, e-mail, and/or phone at the address, email addresses, and phone numbers that you are providing in the Client Information Questionnaire (SECTION 8.1, PAGE 12), and you will promptly advise *Empowered Maturity* in the event of any change.

NOTE: If you are consenting to treatment of a minor child, if a court order has been entered with respect to the conservatorship of said child impacting your rights with respect to consent to the child's mental health care and treatment, we will not render services to your child until *Empowered Maturity* has received and reviewed a copy of the most recent applicable court order.



Signature—Client / Parent / Legal Guardian

Date

Signature—Spouse / Partner / Parent (optional)

Date

Signature—Counselor

Date

Empowered Maturity PLLC
One Galleria Tower
13355 Noel Road, Suite 1100
Dallas, TX 75240

8.1. CLIENT INFORMATION QUESTIONNAIRE

(Please print legibly or complete electronically with Adobe Acrobat®)

First Name _____ Last Name _____

Contact Information

Cell Home Work

Email _____

Address _____ Town _____ State _____ ZIP _____

Emergency Contact (required) _____ Relationship to Client _____ Number _____

Identifying Information

Gender _____ Ethnicity _____ Relationship Status _____

Childhood Religion _____ Current Religion/Spirituality _____ Occupation _____

Time of Birth _____ Date of Birth _____ Place of Birth _____

Source of Referral _____ Social Security no. _____ Driver's License no. _____

Current Members of Client's Household:

1. Name _____ Relationship to Client _____ Age _____ Gender _____ Level of Education _____

2. Name _____ Relationship to Client _____ Age _____ Gender _____ Level of Education _____

3. Name _____ Relationship to Client _____ Age _____ Gender _____ Level of Education _____

4. Name _____ Relationship to Client _____ Age _____ Gender _____ Level of Education _____

5. Name _____ Relationship to Client _____ Age _____ Gender _____ Level of Education _____

Drugs/Medications Currently Taken by Client:

1. Drug Name	Dosage	Reason
2. Drug Name	Dosage	Reason
3. Drug Name	Dosage	Reason
4. Drug Name	Dosage	Reason
5. Drug Name	Dosage	Reason

In your own words describe why you are seeking counseling (including past, known diagnoses):

Whom have you previously consulted about the problem(s)?

Name	Date(s)
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Are you currently seeing another mental health professional?

Name	Since
------	-------

Signature



Signature of Client/Legal Guardian	Date
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8.2. CREDIT CARD ON FILE AGREEMENT

As an authorized signer on the credit card listed below, I give Patrick Hentsch-Cowles and Empowered Maturity PLLC permission to utilize this credit card for all charges related to, and including services rendered at Empowered Maturity for the designated client(s).

Designated Client(s)

	<input type="checkbox"/> VISA
	<input type="checkbox"/> MasterCard
	<input type="checkbox"/> Discover
	<input type="checkbox"/>

Credit Card Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Expiration Date

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
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Cardholder's Name


Billing Address ZIP Code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Security Code or CID#

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Cardholder's Authorizing Signature



Cardholder's Phone Number

Cardholder's e-mail Address

APPENDIX

1. NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL 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, which may identify you and 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 law. It also describes your rights regarding how you may gain access to and control your PHI.

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 or 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, reminding you of appointments, to provide information about treatment alternatives or other health related benefits and services, 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 without an authorization.

- Abuse and Neglect

- Judicial and Administrative Proceedings
- Emergencies
- Law Enforcement
- National Security
- 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 situations. The types of uses and disclosures that may be made without your authorization are those that are:

- 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 health department)
- Required by Court Order
- 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.

Verbal Permission. We may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

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 your personal PHI maintained by our office. To exercise any of these rights, please submit your request in writing to your Privacy Officer, Patrick Hentsch-Cowles, MS, LPC, NCC.

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. We may charge a reasonable, cost-based fee for copies.

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.

Right to an Accounting of Disclosures. You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.

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.

Right to Request Confidential Communication. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

Right to a Copy of this Notice. You have the right to a copy of this Notice.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with Patrick Hentsch-Cowles MS, LPC, NCC, our Privacy Officer, with the Secretary of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201, or by calling (202) 619-0257. We will not retaliate against you for filing a complaint.

The effective date of this Notice is 5/1/2007.