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PROFESSIONAL DISCLOSURE - INFORMED CONSENT FOR TREATMENT

Welcome to Eastern Slope Counseling and Consulting, LLC (ESCC, LLC)! This document contains important information about your counselor, ESCC, LLC professional services and our business policies, as well as information regarding your rights and responsibilities as a client. New Mexico law requires that we obtain your signature acknowledging that we have provided you with this information. Please do not hesitate to ask any questions that you might have regarding this information.

Please, read through the entirety of this document before signing the final page!

I. COUNSELING ORIENTATION, TRAINING, AND PROFESSIONAL EXPERIENCE

Richard L. Patnaude, MA, LPCC (NM Lic. No. CCMH0085791)

For most people, counseling works because of the nature and quality of the therapeutic relationship between the client and the counselor. By creating an open and honest dialogue, and by collaboratively crafting mutually understood objectives, my clients are able to make better sense of their lived experience and to more effectively pursue their goals. Understand, however, that counseling does not work the same way for every person and, in fact, doesn't work well at all for some folks.

I believe that most issues are existential in nature and that many of the challenges we all face are a result of our own psyche making good faith efforts to adapt to external social and cultural forces largely beyond our control. We all have the internal strength to change how we experience our worlds, however, and that is where I can help you.

I received my Master of Arts degree in Counseling and Educational Psychology in December, 2002 from New Mexico State University, and my B.S. from The University of Vermont in 1992. I have worked as a behavioral health professional in a variety of settings, from community mental health centers to managed care organizations.

In addition, I have invested significant additional time and study in trying to understand how people struggle to adapt to a continuously changing and ever more challenging cultural environment which I believe tends to create and then largely ignore relational and intrapsychic conflict which us regular humans are poorly equipped to manage effectively.

I see my role as one of partnering with clients to develop pragmatic strategies for healing and then defending themselves against what Shakespeare's Hamlet described as *'the thousand natural shocks that flesh is heir to'*.

II. NEW MEXICO REGULATORY RESPONSIBILITIES

The New Mexico **Counseling and Therapy Practice Board** has the general responsibility of regulating the practice of professional mental health counselors, Marriage and Family Therapists, and other individuals who practice psychotherapy.

The Board is in the New Mexico Regulation and Licensing Department and may be contacted by mail:

New Mexico Counseling and Therapy Practice Board
PO Box 25101
Santa Fe, NM 87504

In person:

The Toney Anaya Building, 2nd Floor
2550 Cerrillos Road
Santa Fe, NM 87504

By telephone, fax, or email:

(505)-476-4622 phone
(505) 476-4645 fax
counselingboard@state.nm.us

III. CLIENT RIGHTS REGARDING TREATMENT AND IMPORTANT INFORMATION

You have the right to receive information from your counselor about their methods of counseling, the duration of your treatment (if we can determine it), and our fee structure. Please ask if you would like to receive this information, and please reference our website for all the most current information. You also have the right to participate in setting treatment goals, to seek a second opinion from another clinician, or to terminate therapy at any time. If you decide to terminate therapy, we ask that you come in for at least one final session to wrap things up.

In a professional relationship such as ours, sexual intimacy between a therapist and a client is never appropriate. If you experience sexual intimacy with any licensed mental health treatment provider, it should be reported to the New Mexico Counseling and Therapy Practice Board.

IV. CLIENT RESPONSIBILITIES

As you have contacted ESCC, LLC to obtain our professional services, we have many responsibilities to you, most of which are laid out in this document. At the same time, when you choose to engage in psychotherapy you also take on certain responsibilities. We expect that you will come to sessions ready to be a full participant in the counseling process, that you arrive on time for the sessions we schedule, that you pay fees and/or copays at the time services are rendered, and that you complete any assigned at-home assignments in a timely manner.

Further, you have a responsibility to yourself to get what you can from counseling and to apply your insights and learnings to your life. Counseling is an entirely voluntary experience and we will assume that you value your time and money as much as we do ours. Make the most of the opportunity!

Finally, understand with certainty that you are ultimately responsible for payment for services rendered by ESCC, LLC on your behalf. See 'Fees' section below more details.

V. CONFIDENTIALITY

With few exceptions, all information provided by and to a client during therapy sessions is legally confidential and may not be revealed to others, or in any court of competent jurisdiction in the State of New Mexico, without your written consent, except where disclosure is required by law, as listed in New Mexico Statutes. Disclosure (breach) is required where there is a reasonable suspicion that any person is being abused, neglected, or exploited. Unauthorized breach may be required when a client presents a serious danger to themselves or others. It may also be required as a part of a legal proceeding. At times, we consult with other professionals about client issues, but do not use protected health information (PHI), unless we have your written permission to do so.

Note that if the owner of this practice, Richard L. Patnaude, dies or becomes incapacitated, his Professional Executor may take control of records and contact clients to notify them of his circumstances, to provide immediate support, and/or provide referrals to other professionals.

Finally, understand that it is our assumption that you value your privacy and confidentiality. We ask you to help safeguard the privacy and confidentiality of others as we will yours. You may see people you know coming to or going from ESCC, LLC offices; their business here is theirs, as your business here is yours. Our expectation is that you do not reveal others' identities, and thus may you expect that they will do the same for you.

ESCC, LLC POLICIES

VI. APPOINTMENTS AND CANCELLATIONS

Appointments generally last for 50 minutes, though shorter or longer sessions may be arranged. Please arrive on time. Any phone consultation that exceeds 10 minutes will be charged on a prorated basis. As we reserve scheduled appointment times specifically for you, we ask for a *minimum of 24 hours' notice for any non-emergency cancellations or changes.*

ESCC, LLC observes the same inclement weather policy as Albuquerque Public Schools' 'East Mountain Schools'. If there is a delay or cancellation for East Mountain APS schools, ESCC, LLC will also observe the delay or cancellation.

Clients who do not provide this notice may be charged a cancellation fee of at least \$50, and up to the full charge for their session (depending upon how many times this has occurred).

Note well that we typically do not keep cases open if you have not met with your counselor in the past 14 calendar days, unless we have intentionally booked less frequent contacts. Multiple unreturned calls or letters may result in your case being closed; at that point we will refer you to your insurance carrier and/or other providers in our area.

VII. FEES

We are credentialed with many public sector and commercial insurance plans. Please confirm your eligibility and benefits before your first session.

Our standard self-pay fees are as follows (50 minute hours): Individual session \$170, Couples/Marriage/Family session \$200, Group psychotherapy session (90 minutes) \$50, Assessment and Progress written report \$350, attorney contacts/depositions/court testimony \$350 per hour (including documentation and travel time). Initial and subsequent mental health diagnostic evaluation \$325. Other services may be available and associated fees will be agreed upon prior to rendering of those services.

If any difficulties arise during the course of treatment concerning ability to pay, we encourage you to discuss them with your counselor immediately so that appropriate adjustments can be made.

Payment (including co-pays, any coinsurance, and/or any outstanding balance) is due at the time of any service rendered. Unpaid balances may be forwarded to collection agencies after 30 days, and may also result in clients being referred to other providers.

Regardless of how you choose to pay for your treatment, understand that responsibility for payment for services rendered by ESCC, LLC is ultimately entirely yours. If your insurance company chooses to withhold payment or denies claims, we will do our best to work with them, but only to a point. Know that you will be responsible for any outstanding balances.

Clients age 14 and older who are seen under another person's insurance are required to authorize ESCC, LLC to communicate with the insurance subscriber about financial matters, including fees payment, outstanding balances, etc.

VIII. Email, Text Message, Social Media and Telehealth Policies

As you will see stated in other areas of our Disclosures, Policies, and Privacy Practices, we firmly believe that there is simply no such thing as completely secure electronic communications. Therefore, we have developed the following policies with regard to communications. **The general rule: Counseling is to occur face to face in an office setting, and coordination of scheduling and other administrative concerns will occur telephonically as necessary.**

Email: We will ask you for your primary email address as a way a form of contact information. We may ask you if it would be okay to use email as a way of providing you with treatment resources. We will not use email in any way that identifies you as a client of this practice. We ask that you do not transmit any confidential, sensitive, private, or privileged information via email. We also ask that you do not use email as a way of managing the scheduling of your appointments with me. Please use the telephone for changes and notifications.

Text Message: All the same rules apply to text messages as above to email, with this enhancement – we will not reach out to you via text message whatsoever, unless there appears to be no other way of contacting you, and unless the situation demands immediate contact.

Social Media: Like many people, we maintain several different presences on social media. They are all professional in nature, or are, at least, intended to be so. Please understand that we will not accept 'Friend Requests' or any other requests for internet/online connection or association that are not professional in nature. If we should inadvertently do so, we will retract these when discovered.

Telehealth Services Consent: ESCC, LLC offers services via an HIPAA compliant telemedicine platform in certain circumstances. A separate consent form must be completed before initiation of these services – which may take place either by telephone or video uplink. See **ESCC, LLC Consent for Telehealth Consultation** form for more information.

IX. EMERGENCIES

If you need to contact us between sessions, you may. Rich Patnaude's current mobile phone number is (505) 228-6343. We will do our best to return messages on the same day, with the exception of weekends and holidays.

If you are unable to reach us and are experiencing a medical or behavioral health emergency, please go to the emergency room of the nearest hospital, or call 911.

X. IMPAIRMENT

When, in our best judgment, a client presents for a counseling session under the influence of alcohol, marijuana, other substances of abuse, or even a medication for which the client has a current, valid prescription, and in a way that we believe limits the client's capacity to meaningfully engage in treatment at that time, we reserve the right to end the session immediately, and to take any and all measures necessary and appropriate to best ensure the safety of the client and other members of the community at large. Should this occur, clients will be responsible for the full standard ESCC, LLC fee for the scheduled service on that date.

XI. SUPERVISION OF CHILDREN (Unattended Minors)

Children younger than 16 years of age may not be left at ESCC, LLC offices without a parent or other legally responsible adult present in the waiting room (including the adjoining restrooms). Whether a parent or legal guardian/representative is present at ESCC, LLC offices during a minor's counseling appointment or not, the parent or legal guardian/representative remains fully responsible for the immediate safety and supervision of the minor. Children younger than 16 may not be dropped off at ESCC, LLC offices without supervision.

Regardless of age, any minor/child must be picked up within 15 minutes of the end of their appointment. ESCC, LLC will make one attempt to contact a minor's parent or legal guardian/representative; if contact is not immediate, ESCC, LLC reserves the right to contact the appropriate authorities to notify them of the situation. ESCC, LLC does not provide, and may not be expected to provide, supervision of minors outside of the appointment hour.

DISCLAIMER AND WAIVER OF LIABILITY

Mental health and/or substance abuse counseling is not a risk-free activity. It is not something to be entered into lightly. Your participation in counseling may challenge you more than you expect or more than you thought you were prepared for. The person contemplating engagement in mental health or substance abuse counseling must understand that people have vastly different experiences in counseling.

For many people, counseling can be an effective way to tackle difficult issues and move forward with their lives. For some people, the counseling process is less effective. Everyone who chooses to come to counseling with ESCC, LLC should expect that the process we offer will be challenging and at times even emotionally painful. In our experience, you will get out of the process what you put into it.

Winston Churchill once said, "If you're going through hell, keep going." We concur with the Prime Minister. Never quit trying to make positive changes in your life.

If, at any time, we believe your needs exceed our professional capacity or scope of practice to provide competent and conscientious services we reserve the right to terminate your treatment and make appropriate referrals for alternative providers.

A note on physical activity: While much of our work together will occur in an office setting, some may not. Abundant current research has shown that physical exercise can have significant positive impact on emotional wellbeing – as good as or better than effects induced by use of psychotropic medications. Accordingly, some of your sessions will likely involve time spent out of doors, walking, hiking, or engaging in other light physical activity intended to stimulate holistic healing. Unless you inform us that you have physical and/or constitutional limitations, we will assume that you are in good enough health to participate in these kinds of activities. Tell your counselor immediately if you are under the care of a physician for a serious health condition.

About Psychotropic Medications: We understand that the dominant treatment paradigm often endorses the use of psychotropic medications to manage mental health symptoms and disorders. In our opinion, however, there exists significant evidence to suggest that the efficacy of psychotropic medications is overstated and the potentially deleterious side effects are vastly minimized. We will work with you and your prescriber (at your request, and upon your authorization) to conscientiously coordinate your care nonetheless. Where psychotropic medications are used, we believe the objective should be that this medical intervention supports psychotherapy and is time-limited.

At any time in our work together, please feel free to ask any questions you might have or for additional information.

Your signature below acknowledges that you have read all the material in this document above, that you've had a chance to ask us questions and obtain clarification about the material, and that you agree to proceed with counseling with a full understanding of this document. Further, you agree to hold your counselor and ESCC, LLC harmless for any injury (emotional or physical) which you may experience while under our care, excepting any behavior on our part which rises to the level of professional misconduct, ethical violation, or criminal behavior.

I have read all the preceding information and understand my rights and responsibilities as a client of Eastern Slope Counseling and Consulting, LLC.

Client Name (Print)

Client Signature

Date

Financially Responsible Person Name (Print)

Financially Responsible Person Signature

Date

Counselor Signature

Date

If client is younger than 14 years of age, legal guardian or representative authorization is required for treatment no later than two weeks after the initiation of services.

Printed Name and Signature of Client's Guardian or Legal Representative