



## **CLIENT CONSENT AND AGREEMENT FOR PSYCHOLOGICAL SERVICES**

### **Psychotherapist-Patient Services Agreement:**

Welcome to my practice. This Agreement contains important information about my professional services and business policies. When you sign this document, it will also represent an agreement between us. By signing this document you voluntarily apply for and give consent to therapeutic services by Tatiana Aviles, LCSW-C LLC Bilingual Counseling Services. This consent applies to you, your child, and/or your family. Because you have the right to refuse services at any time, your continued participation implies voluntary informed consent. You may revoke this agreement in writing at any time. In addition,

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, requires that I provide you with a Notice of Privacy Practices and that I obtain your signature acknowledging that I have provided you with this information. Those Privacy Practices appear at the end of this document and constitute a part of this agreement. You can request a copy of this document at any time. I look forward to working with you and am eager to be of assistance whenever possible. The following includes information about what you may expect from therapeutic services and the expectations for you. Please feel free to speak to me at any time regarding this information or other questions you may have. Services:

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about during our sessions, at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

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On the other hand, Psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. If you have questions about my procedures, we can discuss them whenever they arise.

**About Your Attendance and Sessions:** In order to achieve maximum benefit from counseling services, regular attendance is crucial. Each individual session lasts 45' to 50'; the initial session is 60 minutes. If you are late for a session, that time is lost from your session. If I am late for a session, we will extend the session if you are willing to do so or we will make other arrangements by mutual consent. It is up to you, however, to determine the length of time of your sessions. Requests to change the 45' 50' session needs to be discussed with the therapist in order for time to be scheduled in advance. I must receive 48-hour notification via email or phone call for cancellations or attempts to reschedule

It is my policy that clients who fail to attend two consecutive sessions without making a reasonable effort to notify the counselor will, at the discretion of the counselor, lose their weekly appointment time. Clients will be charged \$60.00 for missed appointments if 48-hour notice is not given. Please remember that the time allotted for each session is limited, so it is important to be on time for your appointment. If you do not schedule an appointment within one month of our last session, I will assume that you have decided to discontinue treatment with me and your case will be closed. Please be assured that you are always welcome to return regardless of how much time has elapsed since our last session. Please be assured that you are always welcome to return regardless of how much time has elapsed since our last session.

**Termination process:** Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after an appropriate discussion with you. If I determine that the psychotherapy is not being effectively used we will discuss transferring the case or closing the case. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Please note my snow policy: On days when Montgomery County Schools are closed or opening late, I will be available unless I call you. If you need to cancel, I will not charge for your appointment if you call before 8:00 am. If you do not call to cancel before 8:00 am, I will charge the usual fee.

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Professional Fees: Current fees are as follows:

Free Consultation via phone 10-minutes

\$60 Missed session or late cancelation fee

\$120 for 30-minute sessions

\$150 for 45-minute sessions

\$180 for 60-minute-sessions

\$200 for a 60-minute initial diagnostic Evaluation

\$20 for well-validated, Standardized Screening Tools / Scales for Anxiety, Depression, and PTSD.

\$50 for special reports, or letters.

You are responsible for any bank fees for returned checks. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding. Also, in the event of a legal case in which the Bilingual Counseling Services Tatiana Aviles License LCSW #15386 Tatiana Aviles Bilingual Counseling Services 38 Cottage Field CT Germantown, MD 20874-6310 (301) 820-2352 Tatiana Aviles, MSW, LCSW-C Bilingual Counseling Services Page 2 of 8 Team is named as defense, part of the plaintiff's team, or as a witness, please be aware that naming us, waives confidentiality. Under such circumstances, you acknowledge that you hold the Bilingual Counseling Services Team harmless for releasing information.

Billing and Payments: You will be expected to pay for each session at the time of service unless we agree otherwise. Payments can be made in the form of a credit card, checks, and/or cash. Payment schedules for other professional services will be agreed to when they are requested. Insurance will be billed by the billing coordinator, but copay is expected to be paid after each session by the client.

During the intake it is my policy to have a valid credit card on file; You authorize Tatiana Aviles, LCSW-C LLC Bilingual Counseling Services to charge the credit card for services provided, and outstanding balances for services rendered. By committing to our appointment you undertake financial responsibility for the cost of any co-payment, co-insurance, deductibles that the insurance will not cover.

Collection Agency: If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of charging a monthly late fee of 10% of the unpaid balance. Tatiana Aviles, LCSW-C LLC Bilingual Counseling Services may use legal means to secure the payment.

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This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In collection situations, the only information I release regarding a patient's treatment is their name, address, DOB, payment history, and the amount due. [If such legal action is necessary, any additional cost will be included in the claim.]

**Insurance Reimbursement:** In order for me to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, the billing coordinator will call the company on your behalf. Due to the rising costs of healthcare, insurance benefits have increasingly become more complex.

It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short term therapy, some clients feel that they need more services after insurance benefits end.

Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes, I have to provide additional clinical information such as treatment plans, summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information database. I will provide you with a copy of any report I submit if you request it. Once I have all of the information about your insurance coverage, I will discuss what we can do to accomplish our goals with the benefits that are available, and what will happen if they run out before you feel ready to end our sessions.

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It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

**Contacting Me:** Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, you can contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If a true emergency situation arises, please call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**Electronic Communication/Telehealth:** I cannot ensure the confidentiality of any form of communication through electronic media, including text messages and emails. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so at your request. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. We provide access to a HIPPA Certified Platform for our sessions and our communications which ensures patient privacy. **Non-Discriminatory Policy:** You can expect that all services will be offered in a non-discriminatory manner. Programs are delivered without regard to race, color, religion, gender, national origin, handicap, sexual orientation, or any other legally protected status. All clients will be treated with respect at all times.

**Confidentiality: Professional Records and Reports to Outside Agencies:** The counseling services offered are confidential and information in the records generally will not be released without your written permission. It is customary for your counselor to request your consent to communicate with the referring agency and/or any previous. You will be asked to sign a Release of Information form in order for us to contact and exchange appropriate information pertaining to your counseling. The laws and standards of my profession require that I keep Protected Health Information about you and your Clinical Record.

**Break Confidentiality:** Except in circumstances that I may be required to break confidentiality such as you being an immediate danger to yourself or others, and it is to a person(s) reasonably able to prevent or lessen the threat. This may include, depending on the circumstances, disclosure to law enforcement, family members, the target of the threat, or others I believe in good faith can mitigate the threat. The laws and policies regarding confidentiality do not protect any information about suspected child physical, sexual abuse, or neglect from being reported under state law to appropriate state or local authorities. I reserve the right to break confidentiality when a life-threatening or threat of serious injury is posed to you or others.

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Any breach of confidentiality will be done in accordance with Maryland State and Federal laws. For threats or concerns that do not rise to the level of “serious and imminent,” other HIPAA Privacy Rule provisions may apply to permit the disclosure of Personal Health Information (PHI). For example, I may disclose PHI about a minor to the minor’s personal representative (e.g., a parent or legal guardian), consistent with state or other laws. You may examine and/or receive a copy of your Clinical Record if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the content.

Minors and Parents: While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. At times, I may request an agreement from a patient between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and the minor’s attendance at scheduled sessions. Any other communication will require the minor’s authorization, unless I feel that the minor is in danger or is a danger to someone else, in which case, I will notify the parents/guardian of my concern. Before giving parents any information, I will discuss the matter with the minor, if possible, and do my best to handle any objections he/she may have.

Notice of Privacy Practices: This notice describes how psychological and medical information about you may be used and disclosed, and how you can get access to this information. Uses and Disclosures for Treatment, Payment, and Health Care Operations: I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- PHI refers to information in your health record that could identify you. “Treatment, Tatiana Aviles License LCSW #15386 Tatiana Aviles Bilingual Counseling Services 38 Cottage Field CT Germantown, MD 20874-6310 (301) 820-2352 Tatiana Aviles, MSW, LCSW-C Bilingual Counseling Services Page 5 of 8 Payment, and Health Care Operations”
- Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
- Payment is when I obtain reimbursement for your healthcare. An example of payment is when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- Health Care Operations are activities that relate to the performance and operation of my practice. Examples of healthcare operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

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- Use applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- Authorization is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form. In authorizing the release of information to any company or other third party please understand that the information may become part of that parties record and so we will no longer have control of any subsequent release of that information.

Other Uses and Disclosures Requiring Authorization: I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when the appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain authorization from you before releasing this information. You may revoke the authorization at any time in writing. However, you may not revoke an authorization if the authorization was required as a condition of obtaining insurance coverage. The law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures Without Authorization: I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- Adult and Domestic Abuse – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- Health Oversight Activities – If I receive a subpoena from the Maryland Board of Social Work Examiners because they are investigating my practice, I must disclose any PHI requested by the Board.
- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or court order. The privilege does not apply when you are being Tatiana Aviles License LCSW #15386 Tatiana Aviles Bilingual Counseling Services 38 Cottage Field CT Germantown, MD 20874-6310 (301) 820-2352 Tatiana Aviles, MSW, LCSW-C Bilingual Counseling Services Page 6 of 8 evaluated by a third party or when the evaluation is court-ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm.

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If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm. Your Health Information Rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. At your request, I will discuss with you the details of the request and denial process.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. At your request, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. At your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.
- My Responsibilities:
  - I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
  - I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
  - If I revise my policies and procedures, I will provide that to you by mail, email or in person. If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, or if you believe that your privacy rights have been violated and wish to file a complaint you can send a written complaint to the Department of Health and Human Services.

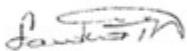
You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint. I reserve the right to change the terms of this notice and to Tatiana Aviles License LCSW #15386 Tatiana Aviles Bilingual Counseling Services 38 Cottage Field CT Germantown, MD 20874-6310 (301) 820-2352 make the new notice provisions effective for all PHI that I maintain. Should this occur, a revised notice will be posted in my office, and a copy will be available to you at your request.

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Internet Use: If you would like to minimize the risk of others becoming aware of your connection to me, or to this office, please make use of the privacy controls available on your phone or computer. Turning off a social media app's ability to know your location, and refusing it access to your email account, along with the contacts and history in your phone, protects your privacy and confidentiality. If you would like me to review your minors' social media interactions as part of our therapeutic work, please print what you would like me to review and bring it with you to the session or send an email with the specific information you would like me to discuss with your minor. Even if you or your minor's social media accounts are public, I will not examine them without your specific consent and direction.

Social Media: Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you would like to "Like" my professional Facebook, Instagram or YouTube channel you may do so at your own risk. Please note that this is not a way to contact me, especially in case of an emergency. If you have questions or concerns please do not hesitate to contact or bring them up on our next session.

Your signature below indicates that you have read and received a copy of the TherapistPatient Services Agreement, Notice of Privacy Practices, and Practice Policies. As dated below and agree to abide by the terms above during our professional relationship.



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Mental Health Therapist signature-Date  
Tatiana Aviles, MSW, LCSW-C

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Client's Signature-Date

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