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Client Services Agreement

Welcome to counseling! I am a Licensed Professional Counselor, known as an LPC. This means that I have received the education and training that is necessary in order to have a license with the state of Texas to practice counseling. I have earned a Bachelor of Science in Elementary Education (University of Houston) and a Master's Degree in Counseling and Guidance (Texas State University – San Marcos). In addition, I am a Registered Play Therapist and National Certified Counselor.

My relationship with clients will be on a professional basis only. The LPC Code of Ethics strictly forbids a counselor to form a relationship with a client outside the counseling parameters.

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; or if you have not satisfied any financial obligations you have incurred.

Psychological Services

Psychotherapy is not easily described in general statements as it varies depending on the personalities of therapist and client, and the particular problems you are experiencing. There are many different methods that I may use to deal with the issues or problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it requires very active effort on your part. In order for therapy to be most effective, you must work on the things that we talk about both during our sessions and at home.

I often will use play therapy techniques in session when working with children. Play therapy is an approach to counseling that is based on structure and theory, which utilizes the communication and developmental skills of children. Play is used to help children express what they are experiencing and feeling in a way that is more developmentally appropriate for them, as they do not possess the verbal skills that adults do. Play is also used to help children develop more adaptive behaviors in areas that they are experiencing deficit. The **relationship** between child and therapist is crucial in play therapy. It is important to develop a safe and trusting environment for the child to be able to express themselves and/or heal.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reduction in feelings of distress. There are no guarantees of what you will experience. However, every effort will be made to achieve the best possible results for you. Maximum benefits will occur with regular attendance and your investment in the process.

Our first few sessions will involve an evaluation of your needs that will last about four sessions. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy with me. You should evaluate the information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion. Please understand that you may stop using my services at any time. However, if I believe you are a threat to yourself or others, I will be forced to take action on the matter (as described below).

Meetings

I will usually schedule one 60-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay a fee of \$60 if you do not show to the appointment or fail to provide 24 hours advance notice of cancellation. I ask that you leave a credit card number or undated check to cover payment in the event that you do not show for a scheduled session. Checks will be returned upon termination of services. If you are late, you will be charged for the full therapy hour even though you may not receive the full 45 minutes. If I am late, you will receive your full therapy time.

In order for therapy to be most effective, it is important that once you begin services that you continue to schedule and attend regular appointments. If a lapse in therapy is necessary for you, I ask that you discuss this with me. If you choose to discontinue services, I also ask that you notify me of your intentions. You may do this at any time.

Payment and Professional Fees

My hourly fee is \$150.00 for the initial diagnostic session and \$130.00 for following sessions. Should you fail to cancel your appointment 24 hours in advance, or not show to a scheduled session, you will be charged \$60. Your signature indicates your promise to not dispute charges for sessions you have received or no show/cancellation fees. In addition, your signature further authorizes the disclosure of information about your attendance/cancellation to your credit card company if you dispute a charge. If you are using insurance, you will be responsible for your co payment at the beginning of each session. Any charges not covered by your insurance or any charges that have not been paid within 60 days are your responsibility. Other services include letter writing, report writing, telephone conversations lasting longer than 10 minutes, electronic communications, consulting with other professionals per your request, preparation of records or treatment summaries, and the time spent performing any other service that you may request of me.

You will be expected to pay for each session at the time that it is held unless we agree otherwise. Payment for other professional services will be agreed to when they are requested.

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 using legal means to secure the payment. This may involve hiring a collection agent or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, address, phone numbers, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Court Involvement and Subpoenas

I do not knowingly accept court-related cases. Your signature serves as your agreement that you are not involved in a court-related case regarding the circumstances in which you are seeking counseling. I am not a custody evaluator and cannot make any recommendations on custody matters. I can refer you to a professional who can provide custody evaluation if needed. Due to the sensitive nature of court related issues, and the time that it will cost me away from my normal workday, you must agree to the following policies before I begin work with your child:

When working with children of divorced parents, I require a copy of the current, standing court order that demonstrates custodial rights of each parent; or a parenting agreement that has been signed by both parents and a judge before I meet with the child. The parent who is initiating counseling services must have legal authority to make medical decisions for the child. It is your responsibility to inform the other parent of your child's involvement in counseling if necessary. It is optimal for both parents to participate in the counseling process if possible. I will offer and encourage opportunities for both parents to be involved throughout the counseling process.

I ask that my clients waive their right to subpoena me to court for any reason. It is my desire and ethical obligation to preserve the confidentiality and trust that is established in the counseling relationship. Having me and/or my records subpoenaed often damages this. It is in

your best interest to know that conducting expert witness testimony is not my area of expertise. I can refer you to another professional who can provide this service if needed. Your signature indicates your agreement to waive your right to subpoena me for this purpose.

I will not attend court or deliver my records unless a valid subpoena is issued. If you choose to disregard this waiver and issue me a subpoena, you will be responsible for all charges involved. If you or your child become involved in legal proceedings that require my participation from another party, you will be responsible for all charges.

Court related services are not covered by insurance. If I am subpoenaed to appear in court, it will be necessary for me to clear my schedule to be available to attend. I will require at least 24 hours advance notice in order to do this. The charge for me to clear my schedule is \$1200, regardless of whether or not I am actually called to appear in court. This includes time spent "on call" or "on standby". This fee is not refundable even if the case is dismissed or court date is rescheduled.

My fee for attending court is \$3000 per day regardless of how long I am there or if my services are used. The advance payment of \$1200 to clear my schedule will apply towards the daily fee if I am indeed required to attend court on that day. Other expenses such as preparation for court, researching, report writing, depositions, travel time, and communicating with attorneys or other professionals will cost an addition \$250 per hour, and is not included in the \$3000 per day fee. Other expenses such as transportation costs, lodging (if more than 90 minutes away from my office), copies, and parking will be charged separately. In the event that I must seek legal consultation regarding any issues involving you or your child, you will be responsible for any charges incurred. All payments must be made in advance in the form of cash, or cashier's check. Checks will not be accepted.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. I am unavailable to answer phone calls while I am in session with a client (Tuesday-Friday 10am-8pm); as well as Saturdays, Sundays, Mondays, and on holidays. When I am unavailable, please leave a confidential voicemail for me including your name, phone number you can be reached, and a brief detailed message. I will make every effort to return your call within 24 hours with the exception of Mondays, weekends and holidays. If you are difficult to reach, please inform me of alternate times when you will be available to take a phone call. If you have an emergency situation or do not feel that you are able to wait for me to return your call, please contact your psychiatrist, dial 911, or go to your nearest emergency room and ask for the person on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. Please understand that contact outside of face-to-face sessions is done on cordless and cellular phones. All conversations via these means have limited privacy.

Limits of Confidentiality

The law protects the privacy of all communications between a client and therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other

situations that require only that you provide written, advance consent. Your signature on the Agreement provides consent for the following activities. You should be aware that I employ administrative staff. In most cases, I need to share protected information with staff for administrative purposes, such as scheduling, billing, and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release my information outside of the practice without my permission.

I also have contracts with a billing agency, computer services and a collection agency. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations.

If a client seriously threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or contact family members or others who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the client.

There are some situations where I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about the client's treatment. These situations are unusual in my practice.

If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect, or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Texas Department of Protective and Regulatory Services. Once such a report is filed, I may be required to provide additional information.

If I determine that there is a probability that the client will inflict imminent physical injury on another, or that the client will inflict imminent physical, mental, or emotional harm upon him/herself, or others, I may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking action and I will limit my disclosure to what is necessary.

While in this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Professional Records

You should be aware that, pursuant to HIPAA, I keep a Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards these goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not a part of a patient's record. 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 contents. In most circumstances, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are found in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

If anything ever happens to me, where I am incapacitated and unable to care for your records, Shelly Cook, LPC-S, RPT-S (830)660-8515, will have access to retrieve your records. She will not be taking on the case but she will help you find someone who can help.

Client Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosure of protected health information. These rights include: requesting that I amend your record, requesting restrictions on what information your Clinical Record is disclosed to other; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized, determining the location of which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your record; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. If you wish to contact my licensing board the address is as follows: Texas State Board of Examiners of Professional Counselors at PO Box 141369, Austin, Texas, 78714-1369. Their phone number is (800) 942-5540.

Minors and Parents

Clients under 18 years of age who are not emancipated and their parent should be aware that the law may allow a parent to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical, or emotional abuse, the law provides that parent may not access their child's records. For children between 12 and 18, because privacy in therapy is often crucial to successful progress, I ask parents consent to give up their access to their child's records. If they agree, during treatment, I will provide them with only general information about the progress of their child. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to

someone else, in which case, I will notify the parent of my concern. Before giving any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Play Therapy Clients

Please be sure that your child is prepared to participate in play therapy sessions by taking them to the restroom beforehand. In addition, it is important to choose clothing that allows the child to move around freely and that is fine to get messy in, as we will sometimes use art materials that may get on clothing. I also ask that children not bring any food or drink into our session. When an individual session with a child is scheduled, it is my policy that the time scheduled is only for the child. I ask that when parents need to discuss their child's progress in therapy or other specific issues, that we schedule a separate session for this without the child.

Office Policies

Our waiting area is designed for clients to have a moment of reflection, prayer, meditation, or quiet time before starting their session. To ensure this, we ask that you and your family adhere to the following guidelines:

Do not talk on cell phones or play video games with the sound on.

Please refrain from loud talking or excessive noise that could be disruptive to other clients.

Children must be accompanied to the restroom.

Children are not allowed to be unsupervised in the waiting area.

Insurance Reimbursement

In order for us 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 often provide some coverage for mental health treatment. It is very important that you find out exactly what mental health services your insurance policy covers. You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. By signing this agreement, you agree that I can provide requested information to your carrier.

Please keep this document for your records. Your signature on the attached Acknowledgement Form is a confirmation of being provided a copy of this document and that you have reviewed it.