



Therapist/Client Services Agreement - Adult

Welcome to Insight Counseling Center. Starting counseling is a major decision and takes courage and commitment on your part. Clients usually begin counseling because of the desire for certain changes in their life. Counseling is a joint effort between therapist and client and can improve your physical, mental and spiritual well-being as well as your relationships. The role of your therapist is to share ideas, stimulate thought, respect your individual struggles and abilities, and be a creative part of your movement toward your specific goals.

We are required by the State of Texas and the U.S. Congress to explain to you a general description of the psychotherapeutic process along with a series of laws and regulations that have been developed to insure your privacy. We are also required to obtain your signed agreement concerning the Health Insurance Portability and Accountability Act (HIPAA), and the Texas State Board of Examiners of Professional Counselors (TSBEPC).

THERAPIST/CLIENT SERVICES AGREEMENT

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides new privacy protections and patient rights about 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 Texas Notice Form) for use and disclosure of PHI for treatment, payment and health care operations. The Texas Notice Form, which is attached to this Agreement, explains HIPAA and its application to your child's personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information.

This document contains important information about our professional services and business policies. Please read it carefully and feel free to ask any questions.

PSYCHOLOGICAL SERVICES

Psychotherapy encompasses a variety of services and techniques. There are many different methods your therapist may use to help you with the problems that you hope to address. Successful outcomes rely on your being active in the process, and you might have to work on things we talk about at home between sessions. The therapist's job is not to "fix" your problem; rather, to be a guide and teacher to help you navigate a new way of thinking about and dealing with troubling issues. Techniques and strategies learned in therapy sessions only begin to work when they are used in your daily life.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what our work will include, along with a suggested treatment plan. You should evaluate this information along with your own opinions of whether you feel comfortable working with the therapist. If you have questions about our procedures, they should be discussed whenever they arise. If your doubts persist, we will be happy to recommend other clinicians.

APPOINTMENTS

We will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more or less frequent, as agreed upon between you and your therapist. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless you and your therapist both agree that you were unable to attend due to circumstances beyond your control). Notice of cancellation may be given by phone, email or text message. If it is possible, we will try to find another time to reschedule the appointment.

TERMINATION

Most therapeutic relationships have a natural ending point. Sometimes we will decide on an estimated number of sessions after the initial evaluation. Other times a planned duration of therapy may not be as clear. In either case, it is important to plan for termination. By agreeing to enter therapy you are also agreeing to participate in an emotionally appropriate termination, which usually involves a concluding session designed to cover transition issues. This step is critical for all clients. **If there is no communication from an active client for sixty (60) days, the client will automatically be terminated.**

PROFESSIONAL FEES

The hourly fee for individual psychotherapy at Insight Counseling Center varies based on therapist. Your time in session will be approximately 50 minutes. In addition to weekly appointments, we charge the same agreed upon rate per 50 minutes for other professional services you may need, though we will break down the hourly cost if your therapist works for periods of less than one hour. Other services include telephone conversations lasting longer than five minutes, consulting with other professionals with your permission, preparation/copies of records or treatment summaries, writing letters on your behalf, and the time spent performing any other service you may request of the therapist.

If you become involved in legal proceedings that require the therapist's participation, you will be expected to pay for all of the professional time, including preparation and transportation costs, even if the therapist is called to testify by another party. Because of the difficulty of legal involvement, we charge \$250.00 per hour for preparation and attendance at any legal proceedings. There is also a non-refundable fee of at least \$250.00, depending of case complexity, for court preparation which must be paid prior to therapist beginning the preparation process. **Please note that our therapists are not trained in court testimony nor do we voluntarily take court cases.**

CONTACTING YOUR THERAPIST

Our therapists are often not immediately available by telephone. Calls are often answered by a confidential answering service. We will make every effort to return your call within 24 hours of the day you make it, with the exception of weekends and holidays. Messages left after regular business hours will generally be returned on the next business day. Be sure to leave your telephone number on your message. If you are difficult to reach, please inform us of some times when you will be available. In an emergency situation, if you are unable to reach your therapist and feel that you cannot wait your call to be returned, please dial 911, or proceed to the nearest hospital emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

Due to the nature of electronic communication, **Insight Counseling Center cannot guarantee complete confidentiality of any material you send by email or text.** By signing this agreement, you acknowledge these risks. If you choose to send emails or texts, your therapist will respond in a vague manner as this type of communication is not considered a counseling session. You and your therapist can discuss the contents at your next scheduled session.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, Insight Counseling Center 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 this Agreement provides consent for those activities, as follows:

- The therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the therapist makes every effort to avoid revealing the identity of their clients. The other professionals are also legally bound to keep the information confidential. If you don't object, the therapist will not tell you about these consultations unless he/she feels that it is important for your work together. The therapist will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- If a client seriously threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for him/her, or to 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 patient. There are some situations where the therapist is permitted or required to disclose information without either your consent or Authorization.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the licensed professional counselor-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. If a government agency is requesting the information for health oversight activities, the therapist may be required to provide it for them.
- If a client files a complaint or lawsuit against the therapist, the therapist may disclose relevant information regarding that client in order to defend him or herself.
- If a client files a worker's compensation claim, the therapist must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought. There are some situations in which the therapist is legally obligated to take actions, which we believe is necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in this practice.
- If the therapist 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 the therapist make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, the therapist may be required to provide additional information.
- If the therapist determines 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, the therapist 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, the therapist will make every effort to fully discuss it with you before taking any action and will limit my disclosure to what is necessary. While 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that Insight Counseling Center keep Protected Health Information about you in your Clinical Record. 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. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in the therapist's presence. In most circumstances, we are allowed to charge a copying fee of \$.50 per page (and for certain other expenses, including my time at my regular hourly fee).

CLIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that Insight Counseling Center amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures.

BILLING AND PAYMENTS

You will be expected to pay for each session at the end of each session, unless you and the therapist agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, the therapist may be willing to negotiate a fee adjustment. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Insight Counseling Center has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

Currently, we do not accept health insurance. We will, however, provide a superbill after each session that you can submit to your health insurance provider if you choose.

ADDRESS CHANGE

Please advise your therapist of any changes to your address, telephone number, place of employment or any other pertinent information.