



Therapist/Client Services Agreement – Minor

Welcome to Insight Counseling Center! We are required by the State of Texas and the U.S. Congress to explain to you a general description of the therapeutic 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 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 we 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 at the end of this session. This document contains important information about our professional services and business policies. Please read it carefully and feel free to ask any questions you may have.

PSYCHOLOGICAL SERVICES

Psychotherapy encompasses a variety of services and techniques. There are many different methods your therapist may use to help with the problems that you hope to address, including but not limited to Play Therapy.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Sometimes a child's behavior initially gets worse when therapy begins because the status quo is being challenged. On the other hand, therapy 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 about what you or your child will experience.

The first several sessions will involve an evaluation of your child's needs. By the end of the evaluation period, the 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 your child's therapist. If you have questions about our procedures, please discuss them whenever they arise. If your doubts persist, we will be happy to provide recommendations for other mental health professionals.

APPOINTMENTS

Appointments are usually scheduled as one 45-50 minute session per week at a time agreed upon, although some sessions may be longer or more or less frequent. 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 the therapist both agree that you were unable to attend due to circumstances beyond your control). Notice of cancellation must be given by phone, email, or text messaging. 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, but is especially important for children so that they don't feel abandoned by their therapist. **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 is set based on each therapist. Your child's therapist will discuss the fee with you and an amount will be agreed upon. Your child's time in session will be approximately 45-50 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 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.**

BILLING AND PAYMENTS

You will be expected to pay for each session at the end of each session, unless other arrangements are agreed upon. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, we 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, we have 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.

CONTACTING US

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 for me to return your call, 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, **we 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, we 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:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to the therapeutic process. We 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 client to the client or others, or there is a probability of immediate mental or emotional injury to the client. 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. Your therapist 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 your therapist to disclose information. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against their therapist, the therapist may disclose relevant information regarding that patient in order to defend them self.
- If a patient 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 we am legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in this practice.
- If the therapist has 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 we make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, we may be required to provide additional information.
- If a therapist determines that there is a probability that the client will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, we 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, we will make every effort to fully discuss it with you before taking any action and will limit any 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 this profession require that we keep Protected Health Information about your child in their Clinical Record. Except in unusual circumstances that involve danger to the child 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 with your child's therapist. In most circumstances, we charge a copying fee of \$.50 per page (and for certain other expenses, including time at the therapist's regular hourly fee).

PATIENT RIGHTS

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

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents 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 parents may not access their child's records.

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.