

Therapy Agreement, Policies & Consent

PART 1: CONFIDENTIALITY:

Anything said in therapy is confidential and may not be revealed to a third party without written authorization, *except* for the following limitations:

- **Written Request:** Your specific request, in writing, to disclose information regarding your psychotherapy to you or to a third party. In the case of notes documenting or analyzing the contents of conversation during a private counseling session (“psychotherapy notes”), I may withhold such records from third party requests in compliance with Federal Privacy Rules, and depending on State law, you may not be entitled to a copy of the same. If therapy sessions involve more than 1 party, ALL parties over the age of 18 MUST consent to release of requested information prior to information being released.
- **Child Abuse:** If you reveal information relative to child abuse or child neglect, I am required by law to report this to the appropriate authority. Child abuse and/or neglect includes, but are not limited to, child on child sexual acting out/abuse, physical abuse, sexual abuse, mental or emotional abuse, neglect that endangers the child etc.. In the state of Texas, counselors are mandatory reporters. That means we are required by law to report to the state if we have “cause to believe” child abuse has or will occur.
- **Vulnerable Adult Abuse:** A vulnerable adult is an individual over the age of 65 and/or an adult that is mentally, physically, intellectually, or developmentally impaired to the point that it interferes with their ability to care for themselves. If you reveal information relative to vulnerable adult abuse, I am required by law to report this to the appropriate authority.
- **Self-Harm:** Threats, plans or attempts to harm one-self – I may be permitted under such instances to take steps to protect your safety which may include the disclosure of confidential information.
- **Harm to Others:** Threats regarding harm to another person. If you threaten bodily harm or death to another person, I may be permitted by law to report this to the appropriate authority.
- **Court Orders & Legal Issued Subpoenas:** If I receive a subpoena for your records, I will contact you so you may take whatever steps you deem necessary to prevent the release of your confidential information. I will contact you twice by phone and send you an email or letter (if I cannot get in touch with you by phone). If a court of law issues a legitimate court order, I am required by law to provide the information specifically described in the order. Despite any attempts to contact you and keep your records confidential, I am required to comply with a court order.
- **Inappropriate behavior by a previous therapist:** If you reveal that a counselor (including LPC, LMFT, LPC-Interns, LMFTAs etc.) has done something illegal, unprofessional or unethical, I am required to report this to the appropriate licensing board(s) and possibly the legal authorities. The client may choose to have me not reveal their identity when reporting the counselor’s misconduct.
- **Court Ordered Therapy:** If you are in therapy ordered by the court, and the court requests records or documentation of your participation in services, the information/documentation that will be discussed/sent on your behalf will be discussed with you prior to information being sent to the court.
- **Fee Disputes/Collections:** In the case of a credit card dispute or an unpaid outstanding balance, I reserve the right to provide the needed and adequate documentation to prove the validity of the charge or collect the debt. A debt may be considered outstanding if it has been 3 months since the initial cost was incurred. If a payment agreement is settled on and then not adhered to (defined as any payment late by 2 weeks or more) then that debt may also be sent to collections.
- **Privacy For Minors:** As the parent/guardian of the minor client, you have the right to know everything that is discussed in the counseling session with your child/adolescent. In order for the child/adolescent to feel free to talk about what is bothering

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them, they need privacy. I balance these conflicting interests by these three steps: 1- I inform the parent/guardian of the themes covered during the therapy session. I inform the parent/guardian of the details of any part of a therapy session that pertains to suicidality, self-harm, abuse or harm to others (see above for details). 2- I ask the parent to respect their child's privacy in the counseling session. 3- I make it clear to the child/adolescent that they are ALWAYS allowed to share whatever happens during the session as they choose. I will NEVER ask them to keep anything that happens during a session a secret.

- **Dual Relationships & Public Interactions:** My relationship with you is strictly professional. In order to preserve this relationship, it is imperative that we do not have any relationship outside the counseling relationship such as a friendship, business, or social relationship. If we have contact in a public setting, I will not acknowledge you in any way that would jeopardize your confidentiality. Should you choose to acknowledge me, I may not be able to protect your confidentiality.
- **Social Media:** If you choose to connect with me on any of my professional (not personal) social media outlets such as Facebook, LinkedIn, Pinterest, Instagram, or Twitter, you do so at your own risk. I will do my best to protect your identity. However, if you choose to comment on my pages or posts, I cannot be held liable if someone identifies you as a client. It is my policy to not connect with clients (past or present) on my private social media accounts. Due to the nature of online data connection, it is possible that I or other people I am associated with may be suggested to you as possible people you know even though I have not shared your information. I suggest you do not put my contact information in your phone. If you have authorized access to your contacts to any program, you may want to consider revoking that permission. I do not share my client contact information with social media and take all steps I can to limit those connections being made due to my actions. Even then it is possible that I or other people I associate with may be suggested as people you may know, and you may be suggested to them.
- **Smart phones:** Most likely you have a smartphone. I have a smartphone too. Your smartphone will start to connect that you and I spend regular time together. It will also start to track your proximity to other people in nearby rooms and suggest these people as possible friend connections too. There is nothing I can do to prevent this, the only way you can prevent this is to turn off your phone before you arrive at this location (preferably blocks away). You do not have to do this, I just want to let you know of your options.
- **Electronic Communication:** Email offers an easy and convenient way for therapist and client to communicate, but can also introduce unique challenges into the therapist-client relationship. Below are some guidelines for contacting me using e-mail. **Do not use email for emergencies.** If it's an emergency, consult with an emergency room. E-mail is not a substitute for seeing me. If you think that you might need to be seen, please call and book an appointment. E-mails should not be used to communicate sensitive medical or mental health information. **E-mail is not confidential.** Be aware that if you send emails from your work, your employer has the legal right to read your email. E-mail is a part of your record. Further, texting also introduces some of the same challenges. Like e-mail, it is not a substitute for seeing me or making an appointment. **Texting is not confidential.** Because phones can be lost or stolen, it is imperative that you do not communicate information of a sensitive nature over a text. Further, I cannot know the person who is texting is actually you, rather than another person who has possession of your phone.

PART II: THERAPEUTIC PROCESS

BENEFITS/OUTCOMES: Participating in therapy can result in numerous benefits, including improving intrapersonal and interpersonal relationships, resolving the concerns that led you to therapy. Therapy will seek to meet goals established by all persons involved, usually revolving around a specific complaint(s). A major benefit that may be gained from participating in therapy includes a reduction in distress and a better ability to handle or cope with personal, relational, family, work, and other problems as well as stress. Another possible benefit may be a greater understanding of personal and relational goals and values; this may lead to greater maturity and happiness as an individual and increased relational harmony. Other benefits relate to the probable outcomes resulting from resolving specific concerns brought to therapy. I will do my best to assess progress on a regular basis and solicit your feedback

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regarding the therapeutic process to help provide you with the most effective therapeutic services. I can make no guarantees as to the ultimate outcome of therapy.

RISKS: In working to achieve these potential benefits, the therapeutic process requires that actions be made to change and may involve experiencing discomfort. Therapeutically resolving unpleasant events and relationship patterns may arouse intense, unexpected feelings. The process of therapy can be at times challenging, difficult and even upsetting. A certain amount of discomfort is normal during the therapeutic process, but the overall arch should be towards improvement and healing. Please inform me if your experience of therapy is ongoing, intensely or exclusively a negative experience. I will work with you to modify therapy to try to achieve an overall beneficial outcome. Seeking to resolve problems can similarly lead to relational changes that may not be originally intended. We will work together for a desirable outcome; however, there is a possibility that the goals of therapy will not be met. We will review your progress at regular intervals and modify our treatment plan as needed.

EXPECTATIONS: Work outside of the counseling sessions is an essential aspect of change. I may assign tasks between sessions related to your goals. Your willingness to invest time and energy outside of the therapy session will impact the effectiveness and speed of the therapeutic process. My commitment is to work as efficiently as possible, but at the same time, therapy may move more slowly than you anticipated. We will collaborate to identify your therapeutic goals and will periodically review your progress toward them.

STRUCTURE OF THERAPY:

- **Intake Phase** – During this phase we will discuss the process, structure, policies and procedures of therapy. This occurs during the 1st session. We will need to spend some time (usually brief) exploring your experiences both surrounding the presenting complaint(s) and outside the realm of your complaint(s).
- **Assessment Phase** – An initial evaluation may last from 2-4 sessions. During the assessment phase I am getting to know and understand you, your worldview, strengths, concerns, needs, family and relationship dynamics, etc. During this phase I am gathering a lot of information. During this phase, you are becoming comfortable with me and starting to build trust in me and the process of therapy. During this phase it may not feel like we are moving forward quickly, but it is imperative for me to gather this information to assist you the best I can. During this time, we both decide if I am the best person to provide therapeutic services for your specific needs. If you or I determine that I am not the best person to address your needs, then referrals will be made for a more appropriate treatment provider.
- **Goal Development/Treatment Planning** – After we have explored and developed sufficient background to proceed, we will collaboratively identify specific goals for therapy. If you are court ordered, we encompass both what is important to you and what the court is requiring of you into the goal. If you are court ordered, it is important to provide copies of documents from the court that states what needs to be addressed during our counseling sessions. After the goal and treatment plan is generated we will both sign the treatment plan and a copy will be made available to you.
- **Intervention Phase** – This occurs anywhere from session 2 until graduation/discharge/termination. This phase requires effort both in session and completing any agreed upon assignments outside of session. You will maximize therapy by implementing solutions discussed during session. During this phase we will review your progress and make any adjustments to your goals as needed. If at any time you have questions about what I am attempting to do or where we are headed, please do not hesitate to ask.
- **Graduation/Discharge/Termination** – Therapy is best concluded through mutual agreement among the participants, including myself as therapist, and will be directly tied to sufficient progress toward and/or the achievement of the goals we set together. As you progress and get close to completing your goals we will collectively discuss your progress, make a transition plan and decide on the date of graduation/discharge/termination.

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LENGTH OF THERAPY: Therapy sessions are typically weekly or biweekly for 50 minutes depending upon the nature of the presenting challenges. It is difficult to initially predict how many sessions will be needed, but we will collaboratively determine how much longer therapy may be expected to last.

THERAPEUTIC APPROACH: I use Person Centered Counseling and Adaptive Information Processing Theory to help clients heal. Person Centered counseling holds that every individual naturally grows towards their better selves when they are in an environment where they feel truly safe and accepted for exactly who they currently are. A person centered therapist works to create such a space. Adaptive Information Processing (AIP) is the theory that is the foundation of Eye Movement Desensitization and Reprocessing (EMDR). AIP theory states that the cause of current day problems is rooted in unprocessed events that happened in the past. A therapist working from AIP theory uses EMDR to go back to those root causes and assist the mind in processing those events. They then use EMDR to address any remnants of the event in the present and future.

APPOINTMENTS AND CANCELLATIONS: You are responsible for attending each appointment you agreed upon. You agree to adhere to the following policy: *If you are prevented from keeping a scheduled appointment, you MUST notify me 24 hours in advance. If I do not receive a 24-hour advance notice, you will be responsible for paying the full fee for the session you missed.* Psychotherapy is a uniquely interpersonal service; therefore, our work together may be briefly interrupted but works better when interruptions are minimized. I will, from time to time, take time off for vacation, to attend seminars, and/or become ill. I will attempt to give you adequate notice in advance and will arrange coverage for any emergencies by a colleague. If I am unable to contact you directly due to circumstances out of my control, I will have a colleague contact you to cancel or reschedule an appointment.

FEES: My fee for each session is \$_____ (per _____ minute session). Payment is due before the beginning of the session in the form of exact-amount cash, check (insufficient-funds checks will be returned upon full payment of the original amount plus \$35.00 for any returned check), Venmo payment to @joe-dias-1 (put my name and the date in the notes & text a screenshot to me before session) or credit/debit card (there is a \$5.00 convenience fee for all charge card payments). In the event that you miss your scheduled appointment time or cancel less than 24 hours, your credit card or debit card on file will be automatically charged, if you do not have a card on file, the missed session fee will be due at the beginning of the next session (in addition to that sessions fee). By signing this document, you agree to the cancellation policy and fees listed here..

I reserve the right to terminate our counseling relationship if more than two sessions are missed without proper notification. I also reserve the right to terminate our counseling relationship if there is a problem of chronic cancellations (defined as 2 consecutive months with two or more cancellations each month).

I charge my hourly rate in quarter hours for phone calls over 10 minutes in length, email correspondence, reading assessments or evaluations, writing assessments or letters, and collaborating with necessary professionals (with your permission) for continuity of care. All costs for services outside of session will be billed to your credit/debit card on file.

SUPERVISION OF LPC-INTERN: I am an LPC-Intern. This means I have a provisional license while I work my first 3000 hours as a fully trained counselor. During this time that I have my LPC-Intern license I am supervised weekly by an LPC-S. My supervisor is Joe Dias, LPC-S. If at any time you feel I am failing to provide the appropriate services please follow these steps: first, try to address the issue directly with me. Second – If I fail to address your concerns (or you don't feel you can share it with me), please contact my supervisor, Joe Dias, LPC-S at (512)488-4220. Third – If you still feel you're not receiving appropriate services you can call 1-800-942-5540 to request the forms to file a complaint with the Texas Board of Examiners of Professional Counselors.

TRIAL, COURT ORDERED APPEARANCES, LITIGATION: Rarely, but on occasion a court will order a therapist to testify, be deposed, or appear in court for a matter relating to your treatment or case. I strongly suggest not involving me or your client files in court in order to protect your confidentiality, Please know if I get called into court by you or your attorney, you will be charged a fee

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which will include travel to and from the courthouse, time in court, waiting for the court hearing, preparation for documents, etc. By signing this document, you agree to pay my court fee. My court fee is for the full day, eight hours, at my current full client hourly rate (to be determined by the rate that is currently listed on my webpage healinghistorycounseling.com at the time that the order is received). This fee is due at least 1 week prior to the day of court proceedings. Cancelled court appearances with at least 5 business days (or more) notice will result in the court fee being cancelled, cancellation with at least 72 hours (but less than 5 days) will be charged for just 2 hours at full current rate, to cover preparation work already completed. Cancellations with at least 48 hours (but less than 72) notice will be charged for 4 hours at full current rate, to cover preparation work already completed and cancelled clients who don't reschedule. Cancellations with less than 48 hours notice will be charged for the full day (eight hours) at full current rate, to cover all preparation work done and all cancelled appointments.

COPIES OF MEDICAL RECORDS: Should you request a copy of your client file, it will be copied and dispensed at the fee of \$0.50 per page. Payment for your client file will be due prior to or upon receipt of the copy. It can be picked up at our office please allow at least 2 weeks to prepare your records. Records that reveal other client information, such as schedules, will not be shared.

PHONE CONTACTS AND EMERGENCIES: Office hours are by appointment only. If you need to contact me for any reason please call (512)710-7388, leave a voicemail, and I will get back to you within 1 business day. When I am on vacation, or otherwise unavailable, you will be informed of an alternate emergency contact. Whenever possible you will be provided with that contact information in advance, in writing. If that is not possible, you will be informed in accordance with the communication methods you have authorized. In emergency situations, you can access emergency assistance by calling the National Suicide Prevention Lifeline at 1-800-273-8255 or simply dial 911 if either you or someone else is in danger of being harmed.

PART III: WHY I DON'T ACCEPT INSURANCE

I would like to share with you my position on why I don't accept health insurance.

- **I am an LPC-Interns:** Insurance companies do not reimburse for counseling services provided by LPC-Interns.
- **Reduced Ability to Choose:** Most health care plans today (insurance, PPO, HMO, etc.) offer little coverage and/or reimbursement for mental health services. Most HMOs and PPOs require "preauthorization" before you can receive services. This means you or I must call the company and justify why you are seeking therapeutic services in order for you to receive reimbursement. The insurance representative, who may or may not be a mental health professional, will decide whether services will be allowed. If authorization is given, you are often restricted to seeing the providers on the insurance company's list (who offer truncated and reduced-fee services in order to be placed on this list). Reimbursement is sharply reduced if you choose someone who is not on the contracted list; consequently, your choice of providers is often significantly restricted.
- **Pre-Authorization and Reduced Confidentiality:** When visits are authorized, usually only a few sessions are granted at a time. When these sessions are finished, your therapist must justify the need for continued service causing a delay in treatment. Sometimes additional sessions are not authorized, leading to an end of the therapeutic relationship even if you do not feel you have achieved your therapeutic goals. Your insurance company may request or require additional clinical information that is confidential in order to approve or justify a continuation of services. The information they may request may include: treatment plans, progress notes, and at times the entire medical record is requested. I cannot assure or guarantee your confidentiality when an insurance company requires this information. Even if the therapist justifies the need for ongoing services your insurance company may decline services regardless if you think you need continued therapy or not. You are at the mercy of your insurance company to decide your care. You should be aware that some of your personal information might be added to national medical information data banks. For these and other reasons, many therapists openly talk about "the myth of confidentiality" whenever insurance companies become part of the therapeutic process.

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- **Negative Impacts of a Psychiatric Diagnosis:** Insurance companies require the therapist to give you a mental health diagnosis (i.e., “major depression” or “obsessive-compulsive disorder”) in order to get reimbursed. Psychiatric diagnoses may come back to negatively impact you in the following ways:
 1. Denial of insurance when applying for disability or life insurance;
 2. Company (mis)control of information when claims are processed;
 3. Loss of confidentiality due to the increased number of persons handling claims;
 4. Loss of employment and/or repercussions of a diagnosis in situations that require revealing that you have a mental health disorder diagnosis. This includes but is not limited to applying for job applications, applying for financial aid, and concealed weapons permits.

It is also important to note that some psychiatric diagnoses are not even eligible for reimbursement. This is often true for marriage/couples and family therapy as well.

The advantages to not working with insurance:

1. You determine and are in control of your care. You may see whomever you wish, whenever you wish, and for as long as you feel is necessary. You and your therapist make treatment decisions jointly – not someone you have never met.
2. Increased privacy and confidentiality. I will work to create a sense of safety within therapy so you can talk freely about what concerns you most, within the limits of your informed consent, federal and state laws.
3. Not carrying a mental health disorder diagnosis on your medical record. You may wish to consult with me on many non-psychiatric issues, such as finding skills to cope with life changes, learning more effective communication techniques for your relationships, or gaining personal insight and developing new, healthy skills.
4. Utilizing your therapy for things that are important to you - you may want your therapy to revolve around things that are important to you such as career counseling, finding your ideal mate, improving communication, gaining personal insights, or developing ways to have a healthier lifestyle. Insurance will not reimburse for these types of sessions.

After reading my position on why I don’t accept health insurance, you may still decide to use your health insurance. If you provide me with a list of therapists on your insurance provider list, I will do my best to recommend a therapist for you from that list.

PART IV: EMERGENCY CONTACT:

I would like to have someone to contact on your behalf in case of an emergency. This will only be used when you are incapable of contacting someone yourself. Choosing not to list an emergency contact will not prevent me from fulfilling my duty when confidentiality has been exceeded (see part I). But, it may mean that people who may be concerned for you go uninformed.

In case of an emergency, who should we contact?

Full Name	Relationship	Phone Number(s)
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Please check here that you agree and sign below.

I agree to allow **Mr. D Counseling** to contact my emergency contact on my behalf in the case of emergency

Signature	Date
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PART V: CONSENT

1. I have read and understand the information contained in the consent and therapy agreement. I have discussed any questions that I have regarding this information with Schawn Austin, LPC-Intern. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize Schawn Austin, LPC-Intern to provide counseling services that are considered necessary and advisable.

2. **Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for minor(s) in my custody and give permission to Schawn Austin, LPC-Intern to provide treatment to my minor child(ren).** If I have unilateral decision-making capacity to obtain counseling services for my minor, I will provide the appropriate court documentation to Schawn Austin, LPC-Intern prior to or at the initial treatment session of the child(ren). Otherwise, I will have the other legal parent/guardian read and initial every page of this document and sign the last page of this consent for treatment prior to the initial treatment session of the child(ren).

Minor Child(ren) client name	Date of birth

Adult clients sign to consent to treatment and acceptance of the terms of this therapeutic agreement. All individuals who have the legal right to give or withhold consent to treatment must sign that they are giving permission and accepting the terms of this therapeutic agreement for the treatment of a minor to proceed. All minor clients over the age of 12 (or younger if desired by the parent/guardian) are requested to give assent to participate in their treatment.

Print Name	Signature	Initials	Date	Relationship to client

** Your signature also signifies that you have received a copy of the "Therapy Agreement and Consent" for your records. If you initially received this paperwork through email it will be considered that you have an electronic copy. If you did not receive this through email you can be provided a copy per your request.*

I attest that I have gone over this document with the client (or the parent/legal guardian present during intake if client is a minor) and answered all their questions or concerns as they are presented to me.

Therapist – **Schawn Austin, LPC-Intern (License #78087)** Date
 Supervised by Patty Evers, LPC-S

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