

Austin Counseling Center

Client Agreement/Informed Consent

Overview:

Austin Counseling Center (ACC) is an independent agency, and has no relationship with any managed care or insurance company. We do not accept third party reimbursement and are therefore under no obligation to such entities with regard to client services or information. Our psychotherapy services are offered to individual adults, couples, families, and children, usually on a once-per-week basis. We also periodically offer group psychotherapy for a variety of different issues.

Services Offered:

Our psychotherapy services are typically offered on a once-per-week basis. Although there are many definitions and philosophies of psychotherapy, and each of our therapists will offer their own unique approach to treatment in unison with your goals, desires and preferences, the following is a brief description of ACC's philosophy of the services we provide:

Psychotherapy in its broadest definition is about growth. It is about living more authentically and autonomously by removing defenses and other "survival" responses that were developed during one's life, most often in childhood. One goal of therapy is to replace these functional, yet no longer appropriate, patterns with responses that are more congruent with the individuals' present life and social environment. During the initial stages of therapy, an understanding of the process and a beginning awareness of the underlying issues take place.

During the intermediate stages of psychotherapy, the initial awareness and understanding progress to a more active status, in which old patterns begin to be replaced with more appropriate, healthy responses. Functionality increases, while negative emotional responses and behaviors decrease.

A client becoming increasingly able to continue the growth process on their own designates the final stages of therapy. They in essence, and again to varying degrees, become their own therapist. The safety and support of the therapeutic medium has been replaced with an internal autonomy and authenticity, allowing them to face their own issues, and adjust their psychological course as necessary and desired.

Confidentiality:

I understand that Texas state law requires that information provided to mental health practitioners remain confidential, and ACC makes every effort to ensure confidentiality is maintained with respect to all aspects of your treatment. As an ACC client, you agree to the following exceptions to confidentiality, in which case information may be disclosed to the appropriate authorities/agencies/individuals:

- If your therapist has reason to believe that you may harm yourself or others.
- If your therapist has reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or has a disability.
- Ordered disclosure by state or federal courts.

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In addition, ACC requires disclosure of information in the following circumstances:

- A signed release form granting permission to designated third parties to receive information (as needed).
- Discussion of the case with your therapist's clinical supervisor, as well as anonymous discussion with peer therapists at ACC.
- In the case of minors, parents or legal guardians have access to their child's records, unless emancipated.

In the rare case that emails or text messages are exchanged between therapist and client with therapy related discussions, confidentiality is not guaranteed but will be protected to the best of our ability.

Appointment Scheduling/Attendance/Cancellation:

The primary service offered by ACC is weekly psychotherapy. The time and day of your appointment should be coordinated with your therapist.

Regular psychotherapy promotes faster healing and progress, so it important that you attend your scheduled therapy session consistently. The agency policies are outlined below.

- If I cannot attend a session, I agree to notify my therapist at least 24 hours in advance whenever possible.
- I understand that I will be charged for any session cancelled with less than 24-hours notice.
- Your therapist reserves the right to transfer/terminate services at any time, for any reason they consider therapeutically appropriate.

There are policies/procedures in place allowing for exceptions to the above policy. Please discuss any concerns or special circumstances you may have with your therapist. Please note that exceptions to the above attendance policy do not necessarily relieve responsibility for payment of those sessions.

If your therapist is involved in an emergency, please be aware that one of the other therapists at Austin Counseling Center will contact you to make future arrangements.

Length and number of sessions:

Sessions typically last 50 minutes. They are expected to begin promptly, and end at the scheduled time. Although it is understood that there may be instances when you arrive late for a session, late arrival will not extend the scheduled ending time for the session. Your therapist is also expected to be on time, and will offer appropriate remedy if late, such as making the time up, prorating the fee, etc. The total number of sessions is dependent on a number of factors including your goals, timeframe, rate of progress, etc. It should be noted again that psychotherapy resulting in lasting change is often a long-term process, lasting several months or longer. Please discuss any issues/concerns you have with your therapist so that an appropriate treatment plan can be formulated which will best suit your needs/desires.

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Fee/Payment:

ACC strives to serve everyone in the Central Texas area who need and desire our services. Your fee for service will be determined by your therapist. With regard to payment for services:

- Payment is due at the time of service delivery.
- I agree to pay a \$20.00 service charge for each check that is returned to ACC.
- If my therapist and I have arranged payment based on a sliding scale, I agree to notify my therapist of changes in my income or household size that could affect my fee.

Risks of Counseling:

There are certain risks associated with the counseling process that should be understood before work progresses. These risks are sometimes associated with lack of knowledge regarding the therapeutic process, while most, when experienced, are direct consequences of positive therapeutic movement. Some of the more common risks that you should be aware of are:

- Long-lasting psychological change often requires a significant investment of time, often longer than a client's initial perception.
- Clients often experience deterioration in emotional and psychological stability at different times during the therapeutic process. This often occurs during the beginning stages of therapy, but may occur at any point, often brought on by an awareness of previously unconscious, emotionally-laden material.
- Relationships are often affected as a result of therapy. Significant relationships will often experience varying degrees of tension. This is often the most prevalent within family relationships, but may extend beyond into one's social and professional life.

Therapeutic Relationship:

The relationship between therapist and client is the container through which client change can take place. As such, it is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapy office. Although this is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment. As such, your therapist cannot be expected to be involved in a social relationship or friendship of any kind that exists outside of the therapy room.

Therapist Orientation and Credentials:

There are many different approaches to the therapeutic process. Your therapist will work with you to provide you with the most appropriate interventions for your particular issue(s)/goals. Please discuss any concerns or questions you have regarding your treatment with your therapist at any time during the process.

Confidentiality With Regard To Minors:

The parents or legal guardians of ACC clients under the age of 18 have the right to access their child's psychological records. The exception to this is in the case of an emancipated minor. A minor is emancipated if he or she is on active duty with the armed services, is married, or is 16 years of age or older and resides separate and apart from his/her parents, managing conservator, or guardian and

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manages his/her own financial affairs. Your child's therapist will discuss with you the limitations, procedures, and implications with regard to your child's records and progress.

Termination of Therapy:

The therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the client needs are outside of the therapist's scope of competence or practice, or the client is not making adequate progress in therapy. The client (or the parents if the client is a minor) has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the therapist will generally recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. The therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the client.

Grievance/Complaint:

I understand that I have the right to file a confidential grievance if I have an unresolved concern regarding my therapy/therapist, or any issue involving any representative of ACC. Any grievance should be in written form and addressed to:

Executive Director
Austin Counseling Center
1000 Westbank Drive, Suite 6-250
Austin, Texas 78746

For complaints involving post-graduate and licensed therapists, you may also contact the appropriate licensing board listed below:

- Texas State Board of Examiners of Professional Counselors (512) 834-6658
- Texas State Board of Examiners of Marriage & Family Therapists (512) 834-6657
- Texas State Board of Social Worker Examiners (512) 834-6677
- Mailing address for all: 1100 West 49th Street, Austin, TX 78756

After Hours Policy/Procedure:

If you need to contact your therapist at any time, you may do so by leaving a message on their confidential voice mailbox at ACC. If needed, you should discuss other alternative means of contact with your therapist. **If you are in crisis, please call the 24-hour crisis hotline at 472-HELP or 911.** ACC is not a crisis facility and will not be held responsible for any damages occurring as a result of unmet crisis or acute care needs. Your therapist may not be available to respond to emergency situations. **If you need immediate assistance, please contact the hotline at 472-4357 or 911.**

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Privacy Notice

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact your therapist at Austin Counseling Center.

OUR PRIVACY COMMITMENT TO YOU

Your privacy is of utmost importance to us. The information we have about you will be held to the highest levels of confidentiality. We are required by law to give you a notice of our privacy practices and to maintain the privacy of your confidential information. Unless you give us permission in writing, we will only disclose your information when we are ethically or legally required to do so.

WHO WILL FOLLOW THIS NOTICE

This notice describes the information privacy practices followed by our employees. The practices described on this notice will also be followed by agency employees and/or volunteers you consult with by telephone.

Your Confidential Information

This notice applies to the information and records we have about your counseling, mental health status, and the care and services you receive at this office.

We are required by law to give you this notice. It will tell you about the ways in which we may use and disclose information about you and describes your rights and our obligations regarding the use and disclosure of that information.

HOW WE MAY USE AND DISCLOSE INFORMATION ABOUT YOU

Special Situations

We may use or disclose information about you without your permission for the following purposes, subject to all applicable legal requirements and limitations:

To Avert a Serious Threat to Health or Safety We may use and disclose confidential information about you when necessary to prevent a serious threat to your health and safety or the health and safety of another person. We also may disclose information relative to the disclosure of past or present knowledge of child abuse or abuse of the elderly.

Required by law We will disclose health information you when required to do so by federal, state or local law.

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Lawsuits and disputes If you are involved in a lawsuit or a dispute, we may disclose information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose information about you in response to a subpoena.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION

We will not use or disclose your confidential information for any purpose other than those identified in the previous sections without your specific, written *Authorization*. We must obtain your *Authorization* separate from any *Consent* we may have obtained from you. If you give us *Authorization* to use or disclose confidential information about you, you may revoke that *Authorization*, in writing, at any time. If you revoke your *Authorization*, we will no longer use or disclose information about you for the reasons covered by your written *Authorization*, but we cannot take back any uses or disclosures already made with your permission.

YOUR PRIVACY RIGHTS

You have the following rights regarding health information we maintain about you:

Right to inspect and copy You have the right to inspect and copy your health information, such as progress notes and billing records. You must submit a written request to your therapist in order to inspect and/or copy your information. If you request a copy of the information, your therapist may charge a fee for the costs of copying, mailing or other associated supplies. Your therapist may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your information, you may ask that the denial be reviewed. If such a review is required by law, the Executive Director of ACC will review your request and our denial. The person conducting the review will not be the person who denied your request, and we will comply with the outcome of the review.

Right to amend If you believe information we have about you is incorrect or incomplete, you may ask your therapist to amend the information. You have the right to request an amendment as long as the information is kept by this office.

To request an amendment, complete and submit a Record Amendment/Correction form to your therapist. Your therapist may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, your therapist may deny your request if you ask him/her to amend information that:

We did not create, unless the person or entity that created the information is no longer available to make the amendment

- a) Is not part of the information that we keep
- b) You would not be permitted to inspect and copy
- c) Is accurate and complete

Right to an accounting of disclosures You have the right to request an “accounting of disclosures.” This is a list of the disclosures we made of confidential information about you. To obtain this list, you must submit your request in writing to your therapist. It must state a time period, which may not be longer than six years and may not include dates before May 1, 2010. Your request should indicate in what form you want the list (for example, on paper, electronically). Your therapist may charge you for the costs of

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providing the list. Your therapist will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to request restrictions You have the right to request a restriction or limitation on the confidential information we use or disclose about you for any of the purposes outlined above. You also have the right to request a limit on the information we disclose about you. We are not required to agree to such requests.

Right to request confidential communications You have the right to request that we communicate with you about treatment matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will not ask you the reason for your request. We will accommodate all reasonable requests.

Right to a paper copy of this notice You have the right to a paper copy of this notice. You may ask your therapist to give you a copy of this notice at any time. Even if you have agreed to receive it electronically, you are still entitled to a paper copy. To obtain such a copy, contact your therapist.

Changes To This Notice

We reserve the right to change this notice, and to make the revised or changed notice effective for confidential information we already have about you as well as any information we receive in the future. We will post a summary of the current notice in the office with its effective date in the top right-hand corner. You are entitled to a copy of the notice currently in effect.

How To Use Your Rights Under This Notice

Complaints and communications to us

If you wish to communicate with us about privacy issues or if you believe your privacy rights have been violated and wish to file a complaint with our office by writing to:

Executive Director
Austin Counseling Center
1000 Westbank Drive, Suite 6-250
Austin, TX 78746

You will not be penalized for filing a complaint.

Complaints and communications to the Federal Government

If you believe that your privacy rights have been violated, you have the right to file a complaint with the federal government. You may write to:

Office for Civil Rights
US Department of Health & Human Services
150 S. Independence Mall West
Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111
Email: ocrcomplaint@hhs.gov

You will not be penalized for filing a complaint with the federal government.