

HART COUNSELING SERVICES, PLLC

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PFLUGERVILLE, TX 78660

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CLIENT-THERAPIST CONTRACT/INFORMED CONSENT

General Information About Counseling

Various circumstances lead an individual to seek counseling. Sometimes it is a specific issue, or it may be something general that you are unable to clearly define. As your counselor, I will work with you to facilitate a process that will enable you to evaluate, understand, and make decisions about your situation moving forward. This will involve a thorough examination of your current thoughts, feelings, and behaviors, as well as any significant life experiences. At any time during this process you may initiate a discussion of possible positive or negative effects of entering, continuing, or discontinuing counseling. Counseling is an opportunity for personal exploration and may lead to changes in your life perspectives and decisions. These changes may affect your relationships, job, and/or understanding of yourself. Family members and significant others may be reactive to changes you initiate. Some of these changes could be distressing, as you may acquire insight to information that is unpleasant and difficult to process. It is also important to be aware that in some cases individuals and families may experience escalations in problems before improvements transpire, and that, over the course of counseling, progress is not necessarily steady. The exact nature of changes you may experience as a result of counseling cannot be predicted, and, while benefits are expected, specific results are not guaranteed. The length of time required to accomplish your goals will depend on the specific nature and complexity of the issues surrounding your unique situation. If for any reason during this process either of us determines that the issues you need to work on are not within my range of expertise, I will provide referrals to other qualified practitioners in the area. Together, we will work to achieve the best possible results, and you can expect an atmosphere of respect at all times.

Counseling Style

My counseling style is informed by and comprised of techniques from various theoretical perspectives (including client-centered, psychodynamic, holistic, mindfulness, IFS, interpersonal, modern analytic, attachment). I often include an educational component as well, which is intended to impart knowledge and skills that will allow us to work from the same understanding of the issues you are facing. It is important that you know I view the counseling relationship as a collaborative effort between the client and counselor. Therapeutic gains do not typically arise spontaneously, nor will your circumstances improve without a genuine effort on your part. Additionally, as a client, it is within your right to participate in the process of setting goals and planning your therapeutic treatment, and I encourage you to do so.

Counseling Relationship Limits

During the time we work together, we will meet at regularly scheduled times, and, barring emergencies, contact between us will largely be limited to these arranged times. If there is something you need to talk about between sessions, please do call and leave a voicemail [see *fees section* for more information about this]. Although the therapeutic relationship often involves an intimate connection between the client and the counselor, our work will remain professional in nature. A professional relationship, however, does not mean lack of caring, for my professionalism includes a genuine commitment to care for and work with you toward the goals you seek to achieve in counseling.

Fees and Session Framework

Counseling sessions are typically 45 minutes. If you arrive late, your session will be shortened by the amount of time that you are late. Fees are part of your therapy. Payment of your fee by cash, personal check, or credit card (Visa, M/C, Discover, American Express) is your responsibility and is due at each session. Current fees are \$110 for 50-minute session). Group sessions are \$50 for 90-minute sessions (co-lead groups - \$60.00). After-hours and between session calls (longer than 15 minutes), emergencies, and out of the office therapy will be billed at the rate of your regular fee, by the quarter hour. Returned checks or denied credit/debit charges will result in additional fee of \$15. If your check is returned, or your card denied, you will be required to make any future payments by cash, money order, or a different credit card.

Using Your Health Insurance/Behavioral Health Benefits

There are pros and cons to using your health insurance to aid in covering the cost of your counseling sessions. Please be informed that in order for your insurance to cover your sessions, I am required to provide a “medically necessary” diagnosis, meaning you will have a mental health diagnosis on your permanent medical record. I encourage you to do research on the Internet (search “pros and cons of using insurance for counseling”), to aid in making an informed decision as to whether or not to use your insurance to cover your counseling sessions. Please bring this up for discussion in our first session, if you have additional questions.

Confidentiality:

The following is information regarding confidentiality from the Texas State LPC Board:

- (a) Communication between a licensee and client and the client's records, however created or stored, are confidential under the provisions of the Texas Health and Safety Code, Chapter 611 and other state or federal statutes or rules where such statutes or rules apply to a licensee's practice.
- (b) A licensee shall not disclose any communication, record, or identity of a client except as provided in Texas Health and Safety Code, Chapter 611 or other state or federal statutes or rules.
- (c) A licensee shall comply with Texas Health and Safety Code, Chapters 181 and 611, concerning access to mental health records and confidential information.
- (d) A licensee shall report information if required by the following statutes:
 - (1) Texas Family Code, Chapter 261, concerning abuse or neglect of minors;
 - (2) Texas Human Resources Code, Chapter 48, concerning abuse, neglect, or exploitation of elderly or disabled persons;
 - (3) Texas Health and Safety Code, Chapter 161, Subchapter K, §161.131 et seq., concerning abuse, neglect, and illegal, unprofessional, or unethical conduct in an in-patient mental health facility, a chemical dependency treatment facility or a hospital providing comprehensive medical rehabilitation services; and
 - (4) Texas Civil Practice and Remedies Code, §81.006, concerning sexual exploitation by a mental health provider.
- (5) A licensee shall comply with Occupations Code, Chapter 109, relating to the release and exchange of information concerning the treatment of a sex offender.

Aside from these outlined circumstances, and those addressed in the Notice of Privacy Practices, your information will not be shared with anyone without your express written consent.

Cancellation Policy

The counselors of Hart Counseling Services, PLLC understand that there can be unexpected developments, which may interfere at times with your scheduled appointment; however, due to the personalized nature of this work and the amount of time and preparation that goes into each client's individualized needs, a missed appointment/cancellation policy is in place. The counseling appointment you schedule is reserved specifically for you. It is similar to reserving a ticket for a concert or airplane. Therefore, you are required to provide 24-hour notice to cancel scheduled appointments. You are allowed one (1) late cancellation or missed appointment (not cancelled) per calendar year in which there is no charge. In the case of an unavoidable emergency, we will attempt to reschedule in the same calendar week. If we are unable to reschedule within the same calendar week, and for ALL OTHER missed and late-cancelled appointments (if you fail to cancel prior to 24-hours or miss a scheduled appointment with no notice), you will be required to pay for the missed session: \$110/50-minute session. As a client, it is your responsibility to provide the counselor you are seeing with at least a twenty-four (24)-hour advance notice if you need to cancel a scheduled appointment. You may cancel by calling or texting your counselor (no cancellation by email). *Your counselor will follow the local school district policy for weather-related emergencies/ need for cancellations, and these cancellations are acceptable.*

Please also understand that if you accumulate 3 late cancellations and/or missed appointments within a 6-month timeframe, or have repeated cancellations, you may lose the opportunity to reschedule future appointments during high-demand times, and/or of continuing services with the counselor.

The counselors at Hart Counseling Services, PLLC abide by a similar policy. Your counselor is allowed one missed appointment or cancellation of less than 24-hour notice per calendar year with each client. If your counselor misses an appointment, or needs to cancel again with less than 24-hour notice in the year, you will be provided a session at a reduced rate. Barring an emergency, your counselor will provide you with ample notification any time s/he will be away from the office due to training, vacation, or other obligations.

If you have any questions about the cancellation policy, please discuss them with your counselor in the first meeting.

Information Pertaining to Minors

Parents/Guardians - If you are seeking services for a child or adolescent, you may be required to participate in sessions periodically throughout the course of therapy. Know that it is within your rights as parents or legal guardians of minor children (under the age of 18) to request information concerning your child's progress and treatment. However, it is often harmful to the therapeutic process if I am not able to assure your child that our work will remain confidential. Therefore, I ask that you, as parents/guardians, agree not to ask specific questions of your child or me about his/her counseling experience. In turn, I agree to work collaboratively with you and your child in an effort to provide you with updates, and to share information with you in such a way as to preserve the therapeutic relationship.

Divorced and/or Separated Families

When the client is a minor child in a divorced and/or separated family, or a family where there is any type of legal custody arrangement in place, *it is a state licensing requirement* that you provide me with a copy of the part of your divorce decree/custody arrangement that pertains to custody of the minor child, and the right to consent for medical/psychological services. *I must receive the copy before I can provide services to the child.*

Court/Legal

Releasing Information

Therapy case files and progress notes will not be released without a court order. [A summary may be released with written authorization from the client.]

Subpoenas (Testifying)

The attorney or client who is issuing the subpoena or requesting the court appearance will contact Hart Counseling Services, PLLC at least 1 week (5 business days) in advance of the court date and block out: 8:00 AM to 12:00 PM and/or 1:00 PM to 5:00 PM. The rate for each half-day block is \$600, billed to the requesting party, or, if requested by the judge, then split between the parties.

In the event the court date is cancelled: cancellation notice must be received 2 business days in advance. If the cancellation is not received 2 business days in advance, the fee still applies. The fee remains the same and is non-refundable even if the counselor is released early on the day of the hearing.

Depositions

Depositions are billed at \$150.00 per hour. Fees are nonrefundable unless cancellation of the appearance request is received 2 business days in advance.

Affidavits/Summaries

Affidavits, case summaries, and/or any other requested written reports by the attorneys or the court are billed at a rate of \$150.00 per page.

Attorney/Professional Consultation

Telephone consultation with attorneys and/or other professionals related to the case is billed in 15-minute increments at a rate of \$37.50 per 15 minutes (\$150.00 per hour). Time spent consulting includes phone time, email, faxes, and any other written correspondence.

Court Preparation Time

Time spent preparing for court is billed at a rate of \$150.00 per hour. If the appearance request is cancelled with less than 2 business days notice, preparation time will still be billed.

LPC Interns

If the services of an LPC Intern of Hart Counseling Services are being utilized, the fees for court testimony *will be doubled*, as both the LPC Intern and the LPC Supervisor will be responding.

Travel Time

No additional fees for travel time, mileage, or parking fees are charged, unless travel is required outside of Travis or Williamson County. If travel is requested outside of the areas listed, the rate is \$50.00/per hour of travel to and from the location.

Electronic Communications Policy

Clients may wish to communicate with me via email, telephone, and/or texting (*texting is limited to scheduling issues*). I utilize a cell phone for business purposes. While my cell phone, computer, and email accounts are password protected, it is possible that information contained in or shared via these methods could be intercepted or otherwise compromised by unauthorized individuals. If you choose to communicate confidential or private information with me via phone, email, or texting, I will assume that you have made an informed decision about the risks of your information being intercepted, or your confidentiality being compromised, and that you are taking responsibility for your choice to communicate such information.

Social Media Policy

I do not communicate with, accept friend requests from, or acknowledge attempted connection with clients or former clients via any type of social media, linked-in, twitter, instagram, etc. While I do have two different business Facebook pages, I recommend that you not “like” or “follow” the pages. I occasionally post articles that may be of interest to the general public on these pages. If you would like to read any articles, please do so without liking or commenting on the article. I suggest this because your confidentiality can be compromised if you visibly interact with the business pages.

Emergencies

Hart Counseling Services, PLLC is not a “crisis counseling center.” As an independent practitioner, I am not equipped to respond immediately to emergency needs. If you are having a psychiatric emergency, or you believe that your child(ren) is(are) in an emergency mental health situation, call the crisis line at (512) 472-HELP (4357), (800) 841-1255, dial 911, or go to your nearest emergency room.

Unexpected Incapacitation of Therapist

In case I am suddenly unable to continue to provide professional services, or to maintain client records, due to serious medical emergency, incapacitation, or death, I have designated a colleague who is a licensed professional as my professional executor. If I die, become incapacitated, or experience a serious medical emergency, my professional executor will be given access to all of my client records. This person will also: attempt to contact you at the earliest possible time directly to inform you of my death, incapacity, or medical emergency; provide access to your records if you so choose; and provide and/or to facilitate continued care with another qualified professional if requested. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you.

Educational and Licensing Information

I currently hold a Master of Arts in Clinical Mental Health Counseling from South University. I am qualified to counsel in the State of Texas as a Licensed Professional Counselor Intern, issued by the Texas State Board of Examiners of Professional Counselors (license # 78694). I am supervised by Nichole Hart, LPC (license # 18336). Counseling services rendered by me will be in a professional manner consistent with accepted legal and ethical standards. If at any time for any reason you are dissatisfied with my services, I encourage you to discuss your concerns with me directly. If we are unable to resolve your concerns, you may report complaints to the LPC Board at (512) 834-6658 / (800) 942-5540.

If at any time questions or concerns arise about any aspect of therapy, I welcome and encourage you to discuss them with me.

Signing below indicates that I have read, and that I understand and agree with all information presented in the Client-Therapist Contract/Informed Consent of Hart Counseling Services, PLLC. Furthermore, my signature indicates that any questions or misunderstandings I may have had about any information presented have been answered to my satisfaction. Lastly, I understand that should future questions arise, I may at that time ask clarifying questions of my counselor.

Printed Client’s Name

Signature of Client (or personal representative*) & Date

Printed Name of Personal Representative
(If applicable)

Signature of Therapist, Date, & License #

Initials: Client _____

Initials: Counselor _____