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Client Services Agreement/Informed Consent Form

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPPA requires that we offer you a copy of Notice of Privacy Practices (the Notice). The Notice explains HIPPA and its application to your 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. Although these documents are long and sometimes complex, it is very important that you read them carefully before the first session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us.

PROFESSIONAL DISCLOSURE STATEMENT

Overview:

The Ministry of Counseling & Enrichment (MOCE) is a professional Christian counseling center. Each of our therapists has varied educational backgrounds and professional experience. Each therapist also has varied Christian denominational backgrounds and experiences. As well, each therapist has a different professional practice regarding the way in which faith-based and clinical principles are integrated. The one thing all therapists have in common here at the MOCE is a desire to be used by a loving God. At the MOCE we believe strongly in the importance of psychological, emotional, relational, spiritual, and physical health. The MOCE also greatly values each client's autonomy. So we encourage you as a client if you have any concerns or questions, to ask your therapist about their professional and personal approach to Christian Counseling.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and outside the clinical setting (e.g. home, school, work).

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

anger, frustration, loneliness, and helplessness. Obviously we feel strongly that psychotherapy has stronger benefits than risks. 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions whether you feel comfortable working with us. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

General Information

We normally conduct an evaluation that will last from 2-4 sessions. During this time, you and your therapist can decide if they are the right person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, then sessions are up to 60 minutes in length and occur on a varied frequency (e.g. weekly, 2x monthly, monthly) depending on need. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless client/clinician agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for canceled sessions.

Inclement Weather Policy

In the event of snowy or icy weather, MOCE will follow AISD guidelines for closing the office. If school starts at 10:00 AM then we will open at 10:00 AM, if school is closed, then MOCE will be closed. Therefore, if your appointment is scheduled prior to 10:00 AM, your session will require rescheduling. After school hours or during holidays every attempt will be made to change the answering service message to reflect if the center is open during inclement weather. We recommend you attempt to call before leaving for your appointment. We will try to find another time to reschedule the appointment as soon as times are available.

Child Supervision

Children under the age of 15 are required to have a responsible adult on the premises at all times. Children under the age of 8 should be directly supervised in the waiting area by a responsible adult when the therapist is meeting with a parent.

PROFESSIONAL FEES

MOCE hourly fee is \$125 for therapists and \$150 for psychologists. However, we will take into account your current financial situation and offer you a fee adjustment. Please discuss your financial situation with your therapist. Payment is requested at the time services are

Client Name: _____

rendered. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 30 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request.

Court appearances: SEE "Court Fee Agreement Sheet" included in the intake package.

CONTACTING YOUR MENTAL HEALTH PROFESSIONAL

In accordance with the "*No Surprise Act*" (*H.R. 133*) It is estimated that if you are paying full price of \$125.00 an hour and meeting weekly with your therapist for six months your total cost would be \$3,000. If you're seeing a Psychologist your estimated cost at \$150.00 an hour for weekly sessions over six months would be \$3,600.

Contacting Your Clinician

Due to our work schedule, we are often not immediately available by telephone. Each therapist has different schedules and many have full time positions at other places of employment. When they are unavailable a phone message will be left for them to contact you as soon as possible. They will make every effort to return your call on the same day you make it, with exception of weekends and holidays. If you are difficult to reach, please include in your message, times and days that you will likely be available. If you are unable to reach your therapist and feel that you can't wait for them to return your call, contact your family physician or the nearest emergency room.

Use of email

Communicating with clinicians directly through text messaging or unencrypted emailing is not recommended due to the insecure nature of the mediums and therefore does not meet the highest standards of confidentiality. On rare occasions, clients may want to provide information to the clinician via email but it is the policy of the MOCE that therapists provide only a response that simply acknowledges the receipt of the message without including any PHI.

Social Media

It is in compliance with state licensing standards and in the interest of maintaining client confidentiality that therapists do not accept "friend requests" or "follow requests" of clients in social media outlets unless it has been over 2 years since treatment has ended. If a client happens to be the "friend" or "follower" of the therapist prior to the beginning of treatment, this status does not need to change, but may be discussed between therapist and client.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health professional. 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 HIPPA. There are situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows:

Client Name: _____

- We 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 our 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 our work together. We will note all consultations in your clinical record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

There are some situations where we are 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 clinician-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization or a court order. If you are involved in contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us 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 patient files a complaint or lawsuit against his/her clinician, that clinicians may disclose relevant information regarding that patient in order to defend themselves.

*There are some situations in which we are 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 our practice.

- If we 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 we make a report to the appropriate governmental agency, usually the Department of Family Protective Services. Once such report is filed, we may be required to provide additional information.

- If we determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon himself/herself, or others, 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 we will limit our disclosure to what is necessary. However, in cases that involve child abuse, Section 611 of the Texas Health and Safety laws allows for clinicians to refuse to disclose information to a parent who may pose substantial harm to a child either physically or emotionally.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your psychologist/therapist. The laws governing confidentiality can be quite complex, and the clinicians at MOCE are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPPA, MOCE clinicians keep PHI about you in professional progress records which are collectively referred to as your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. 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. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. 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 presence of your MOCE clinician, or have them forwarded to another mental health professional so you can discuss the contents. Clinicians are sometimes willing to conduct this review meeting without charge. In most circumstances, MOCE is allowed to charge a copying fee of \$1.00 per page to cover supply and administrative costs. If your request for access to your Clinical Record is refused, you have a right of review, which your clinician or the MOCE Privacy Officer will discuss with you upon your request.

Clinical records are kept electronically via a secure and encrypted online service. If you have any question about the protection of your records please feel free to ask your therapist or the MOCE Privacy Officer, Steve Queen.

Minors & Parents

Patients 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. For children between 16 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, this can lead to a potential problem in therapy. The clinician must work very diligently to maintain a balance between a teenagers' felt need for

privacy/confidentiality and a parent's right to access their child's records. All therapists will work prudently with their clients to find that balance for the good of the teenager, unless it is determined that the client is in danger or is a danger to someone else, in which case, we will notify the parents immediately of our concern.

BILLING & PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

You will not be seen by your therapist when your account is in arrears three sessions, unless some prior arrangement has been made between yourself and the therapist.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, MOCE will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMO's and PPO's often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed care plans will not allow clinicians to provide services to you one your benefits end. If this is the case, arrangements can be sought between client and clinician to continue therapy.

Client Name: _____

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the services that MOCE provides to you. Clinicians are required to provide a clinical diagnosis. Sometimes insurance companies require additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about the client that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, MOCE and your clinician has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. MOCE will provide you with a copy of any report submitted on your behalf if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once MOCE has all the information about your insurance coverage, your therapist will discuss what can be expected to be accomplished with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless prohibited by contract.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE ABOVE AGREEMENT AND AGREE TO ITS TERMS AND GIVE CONSENT FOR THERAPY. THIS ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN OFFERED THE HIPPA NPP FORM DESCRIBED ABOVE.

Client Signature _____ Date: _____

IF CLIENT IS A MINOR CHILD, THEN AS A PARENT, LEGAL GUARDIAN, OR MANAGING CONSERVATOR OF THIS MINOR CHILD, I DO HEREBY AUTHORIZE THE MINISTRY OF COUNSELING AND ENRICHMENT TO PROVIDE THERAPEUTIC SERVICES AND AGREE TO THE TERMS OF THIS FORM TO MY CHILD.

Parent or Guardian
Signature _____ Date: _____

Client Name: _____