



# Utterback Counseling

## Office Procedures and Disclosure Information

People entering counseling often feel anxious about the beginning of the process. This is partly due to the uncertainty of what will occur in session, what is expected of the client, what role the therapist will play, payment, and confidentiality. Please read the following information which was prepared to help you know what to expect. Please keep this information for future reference and feel free to ask questions concerning information at any time during the course of treatment. You must sign the Consent to Treatment on the last page before we begin treatment.

### Therapy Sessions

At the end of our initial meeting we will discuss a general plan for continued therapy sessions if you or your family and I are in agreement to commit to a counseling relationship. There are no guaranteed outcomes in the process of psychotherapy. The results of your counseling experience will depend our interpersonal relationship and your motivation and efforts toward honesty, self-reflection, openness, and desire to change.

I will approach the counseling process from a Christian and Biblical worldview. However, I work with people of all faiths and encourage spirituality as an important part of the therapeutic process. As part of the counseling process you may experience challenging and painful emotions including anger, sadness, anxiety, and so on. These emotional responses are a natural result of the process of reducing distressing symptoms, life change, increased insight and control in life, healthier relationships, and a deeper spiritual walk. I am available to walk through this process of change and all difficult emotions and decisions that accompany progress. You have the right to ask questions to gain information on any aspect of the therapeutic process. Additionally, you have the right to withdraw from treatment at any time and ask for referrals.

### Confidentiality

One of the most important and unique aspects of the client/therapist relationship is confidentiality. This is a right as a client to have your information protected. I will not disclose any information about you or your child without your prior consent. The only exceptions would be what's required by law or under third-party payment contracts. The law also recognizes the special confidential nature of the client/therapist relationship. However, the law requires that I must release information in the following situations: 1) If I have a reason to suspect child, spousal, or elder abuse, 2) If I am aware that you become a danger to yourself or others. Third party payment contracts would be insurance or health plans or anyone else responsible for your payment of services. They will need an official

diagnosis, basic information about you including goals, progress, and treatment plans and may become a permanent part of your medical records. The confidentiality of your information cannot be guaranteed once it is sent to the insurance company.

## Rights

Clients have the right to

- Impartial access to treatment regardless of diversity and be treated with dignity and respect
- Be a part of their individualized treatment plan and be a part of his/her discharge planning
- Know his/her therapist's qualifications
- Obtain current information concerning his/her treatment, evaluation, and prognosis in clear understandable terms.
- Voice opinions, ask questions, offer recommendations, and state grievances
- Refuse treatment and ask for referrals

## Benefits and Risks of Treatment

1. Improved ability to talk about your feelings, rather than act on them.
  2. Improved ability to tolerate frustration on a higher scale
  3. Improved ability to work through disagreements directly
  4. Improved coping skills and self awareness
  5. Improved ability to make and sustain healthy relationships
  6. Improved self-confidence and self-esteem
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1. May experience challenging and painful emotions (anger, sadness, anxiety, etc).
  2. Feelings may intensify as they come to the surface; things may get worse before they get better
  3. May encounter difficult memories through this process
  4. May feel emotionally exhausted following sessions
  5. May not have the bliss of ignorance following revelations to one self
  6. May find it too difficult to change and may not see outcomes

## Grievance Procedure

1. Begin by discussing the concern with your therapist. This will often clear up misunderstanding or simple problems.

2. If the concern is not dealt with to your satisfaction or at any time you feel you have been treated unethically or your client's rights have been violated, you have the right to file a complaint with the Texas Behavioral Health Executive Council (The Council). The Council governs the professional discipline of the therapist (Texas State Board of Examiners of Marriage and Family Therapists, Texas State Board of Examiners of Professional Counselors, Texas State Board of Examiners of Psychologists, and the Texas State Board of Social Worker Examiners):

For Licensee Verification:  
<https://www.bhec.texas.gov/verify-a-license/index.html>

You can find information on how to submit a

complaint below:

<https://www.bhec.texas.gov/discipline-and-complaints/index.html>

Location and investigations/complaints,  
24hr toll free system:

333 Guadalupe St, Tower 3, Room 900

Austin TX 78701

1-800-821-3205

## Payment and Insurance

Payment is required at the time of the session for the current session and all additional services provided in between appointments. Our agreed upon cost of the session is \$\_\_\_\_\_. I accept checks, credit card, and debit cards. If you are unable to pay the fee at each session, please discuss your difficulty with the counselor and the possibility of a payment plan. Any returning clients with a past due bill will be asked to settle this bill before resuming counseling. A \$35 fee will be charged for checks returned due to insufficient funds.

If you choose to submit claims for psychological services to your medical insurance company, you will need to meet the criteria for an official diagnosis. This diagnosis, basic information about you including goals, progress, and treatment plans will be required by the insurance company and may become a permanent part of your medical records. The confidentiality of your information cannot be guaranteed once it is sent to the insurance company. Insurance companies may only cover a limited number of sessions, so we will discuss treatment within those parameters and/or have a discharge planning session to discuss future needs or referrals.

## Cancellation Policy

We require 24 hours notice to cancel an appointment. If you give less than 24 hours notice, you will still be charged for the session. We understand emergencies may arise that do not allow you to give 24 hours notice, in these cases, if we are able to reschedule you within the week, then you would not be penalized for the cancellation. However if there are no availabilities that week, then you would be required to pay the full price of the session. If you do not show up for your scheduled therapy appointment, and you have not notified me at all in

advance (no show), you will be required to pay the full cost of the session. Your insurance does not cover no show or cancelled appointments so you will be required to cover the cost. Therapist will use this hour to think about your case and prepare for the next session.

If you arrive late to your session, whatever time is left will be reserved for you; however, the end time will remain the same. Session fees do not change, due to therapist and staff using that time to prepare for the session.

### Court Fees

In Cases of Separation and Divorce and other Legal Matters: You agree to provide me with legal documentation regarding conservatorship and your legal rights to consent to treatment for your child. If parents share joint managing conservatorship both must sign consent to treatment. I will provide treatment that will help facilitate your child's adjustment to the separation or divorce; but I do not provide forensic interviews, or custody, or visitation evaluations. I do not serve as an expert witness or provide testimonial services in custody battles. By signing the consent to treatment form you agree not to subpoena me to court for testimony or for disclosure of treatment records.

\*If I am required to testify in court you will be charged \$1,500.00 plus travel time and expenses due to the amount of time this takes from the clinic, other clients, and for preparation.\* The fee for treatment records is \$200. Expect to give two weeks' notice for any of the above. In order to ensure I am compensated for this time I ask that you pay in advance to court appearances, there will be no refund regardless if your case is settled after the 2 week notice and before my court appearance.

### Emergencies

I do not provide 24 hours phone coverage and all after-hours phone messages will be returned the next business day. If you need to reach me prior to our next scheduled appointment, please call or text and I will return your call as soon as possible. If you require emergency services, please call 911.

### Email

Email is not completely secure or confidential. Any electronic transmissions of information by you are retained in the logs of your internet service provider. While it is unlikely that someone will be looking at those logs, they are, in theory, available to be read by the system administrator of the internet service provider. I cannot guarantee confidentiality over email. Emails I receive from you and my responses will become part of your file. In the treatment of minors, the file and all emails contained in the file are accessible by any parent/guardian who request the information if the parent/guardian has the legal right to information regarding the mental health treatment of the child.

## Parents

When working with minors, the principle of confidentiality between the client (minor) and the therapist is of utmost importance and value in order to achieve therapy goals. I ask parents to respect the confidentiality between myself and your child. I will break that confidentiality 1) If your child is a danger to self or others 2) he/she is a victim of abuse 3) the child is engaging in ongoing risky behavior that might cause severe harm or death. Risky behaviors will be identified prior to therapy in front of the minor and parent(s) to clarify any questions about what might be discussed and a conversation will be had with the minor prior to that conversation with parent(s) in which both parties will be present for.

HOWEVER, as a parent/guardian you have the right to know the full extent of the content of all therapy sessions. You have the legal right to a copy of the child's file. You may also request updates about the child's progress at any time.

I do not update parents after every therapy session. You are welcome to setup parent sessions for longer updates, parent coaching, to receive help with parenting questions and appropriate language for difficult subjects. I will immediately contact you for urgent matters regarding your child. After every three months, we will set up a session to review the treatment plan and evaluate progress towards identified goals. This can be in addition to or in replace of regular sessions, but the standard fee apply.

If you understand and agree with the above I ask that you sign the Consent to Treatment document as a statement of your understanding and agreement to comply with my office procedures and disclosure information.

Thank you for valuing your treatment and my services by agreeing with these terms.

## Consent to Treatment

I have received a copy of the Office Procedures and Disclosure Information. I voluntarily consent to psychological services for myself (and/or for my child) at Utterback Counseling LLC. The rights, risks, and benefits associated with the treatment have been explained to me.

I understand that during counseling, issues may be discussed that could be upsetting in nature but that this would be a part of the therapeutic process. I understand that it is important for me to provide detailed and accurate information in the intake and therapeutic process. I understand that I will develop a treatment plan and goals for therapy and my therapist will explain the treatment process. I hereby affirm that I have the legal authority to give this consent (and, if applicable, have followed all divorce decrees). I reserve the right to withdraw this authorization and consent at any time. I affirm that I have had an opportunity to review this form and I agree with all the provisions contained. I also have been given opportunity to ask questions. I understand that if I have any reservations, I should not sign this form.

I understand that records and information collected about me will be held or released in accordance with state laws regarding confidentiality of such records and information. I understand that state and local laws require that my therapist report all cases of abuse or neglect of minors or vulnerable adults. I understand that state and local laws require that my therapist report all cases in which there exists a danger to others or myself. I understand that there may be other circumstances in which the law requires my therapist to disclose confidential information.

I have discussed with my therapist the relevant costs to services and have agreed to pay my counseling fees as arranged at the time of my first session in a timely manner. I understand if I have an insurance plan that offers reimbursement to Utterback Counseling LLC, I must indicate that at the time I complete my initial paperwork. I consent and authorize Utterback Counseling LLC to release my records with will include diagnosis, goals, progress, and treatment plans to (a) my insurance company or health plan or it's representatives, or it's agents or independent contractors, or (b) any other person or entity that is responsible for paying or processing form payment any part of my bill.

I was provided in writing statements about my rights as a client and the risks and benefits to treatment. I have in writing how to place a complaint or report unethical treatment. I have read and understand the above conditions of my treatment and agree to their content.

This is legal consent is only valid for 1 year and must be renewed annually if services exceed 12 months.

Printed Name: \_\_\_\_\_

Relationship to Identified Client: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If both parents signature is required)