



# Counseling Agreement

## **CONFIDENTIALITY**

Confidentiality means that therapists have a responsibility to you to safeguard information obtained during treatment. It is important that you understand that all identifying information about your assessment and treatment is kept confidential. In order to protect your confidentiality, any written, telephone, or personal inquiries about clients will not be acknowledged. You must sign a release of information before any information about you is given outside the agency. Other agency personnel (*Tracey D. Bauer, M.A. LMFT, Shelley Rodriguez, M.A. LMFT, LPC, Dr. Laura Bryan, Ph.D. LMFT, Tim Collingham, M.A. LMFT-A, Richard W. Bauer, CTACC, CART*) may be consulted to enhance the quality of your therapy. In order for us to coordinate our treatment with other mental health or medical professionals, we will ask you to sign a release of information to allow us to discuss or correspond with other professionals who may have been involved in your care. It is important that you understand that the laws of the State of Texas mandate exceptions to confidentiality in specific cases. In certain situations, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, in these situations we may not be required to inform you of our actions:

1. A mental health professional is required to report suspected child abuse or neglect and to report suspected abuse of the disabled or elderly.
2. A mental health professional is required to disclose information to law enforcement personnel in order to protect the patient or others when there is a high probability of imminent physical injury. A mental health professional is required to disclose information to law enforcement personnel in order to protect the patient when there is a high probability of immediate mental or emotional injury.
3. A mental health professional may be required by the court to disclose treatment information in proceedings affecting the parent-child relationship.
4. A mental health professional may disclose confidential information in proceedings brought by a patient against a professional.
5. There is no confidentiality of mental health information in connection with criminal proceedings, except communications by a person voluntarily involved in a substance abuse program.
6. In the treatment of a minor client, a mental health professional may advise a parent, managing conservator or guardian of a minor, with or without the minor's consent, of the treatment needed by or given to the minor.

## **COURT PROCEEDINGS**

It is not the mission of C.P.R.G. to speak on behalf of our clients in current or potential court proceedings. Ethical and legal standards established by mental health professional licensing boards prohibit therapists from testifying as expert witnesses on behalf of their clients, as the nature of the therapist-client relationship inherently biases the therapist toward the client and any testimony can be potentially damaging to the therapeutic relationship. If you feel that you are involved in a case that has the potential to go to court, or you need an independent, objective psychological assessment for court purposes, please let the therapist know so that we can offer you the appropriate referral. In the event that the therapist is subpoenaed to testify in court on behalf of a client, the client/lawyer will be charged, a retainer of \$1250 for the therapist's time. This applies to the time in or awaiting court and time needed to prepare client records that are subpoenaed, in addition to copying costs.



### **THE RISKS OF COUNSELING**

To allow you to make an informed decision about your treatment, we will describe the possible risks of counseling. You may experience discomfort, such as anger, depression, or frustration during therapy as you remember and therapeutically resolve unpleasant events. Seeking to resolve concerns between family members, marital partners, and other persons can similarly lead to discomfort as well as relationship changes that may not be originally intended.

C.P.R.G. is not an emergency service. Our therapists are not able to return your calls immediately or schedule you for immediate treatment. In the event of an emergency, please call 911 or the 24 hr Crisis Hotline at 210-223-7233. Toll free (800-316-9241).

The greatest risk of counseling is that it may not by itself resolve your concerns. We do our best to assess progress on a week-to-week basis. If a situation fails to improve or a situation deteriorates, we will provide referral to another professional for consultation or treatment.

Counselors cannot guarantee any outcome but will always do their best to help clients achieve their therapy goals. If at any time during the therapeutic process you are dissatisfied with your therapist's services, it is understood that you will let them know and attempt to reach a satisfactory solution. If they are unable to resolve your concerns, you may report your complaint to the state board(s): *Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369* or call 1-800-942-5540

### **BENEFITS OF COUNSELING**

Counseling has proven, in extensive outcome studies, to be successful in treating and helping individuals, couples and families resolve: feelings of depression, failure, anxiety, or loneliness; unmanageable anger, hostility, or violence; persistent difficulty coping with stresses arising from life crises, such as death, divorce, acute or chronic illness, or unemployment; persistent problems with a child's behavior, school adjustment, or performance; chronic work difficulties or frequent job changes; alcohol or drug abuse; repeated financial difficulties; persistent feelings of dissatisfaction with marriage or family life; sexual concerns; and drastic weight fluctuations or irregular eating patterns.

### **FEES AND APPOINTMENTS**

Fees for treatment sessions, assessments and seminars are set by C.P.R.G. and will be agreed upon prior to service rendered by client and therapist. Payment is expected at the time services are rendered. Therapy sessions are by appointment only. If you must cancel an appointment, please give your therapist at least 24 hours notice. While we can appreciate that emergencies do arise, we do reserve the right to charge clients the full rate for missed appointments.

### **TERMINATION OF THERAPY**

You may leave therapy at any time. If you decide to discontinue therapy, please discuss your decision with your therapist. If a situation fails to improve or a situation deteriorates, we will provide referral to another professional for consultation or treatment. If a problem is outside the boundaries of our competence (legal issues, financial planning, medication questions, etc.), we will refer you to another professional.

*Continued*



I grant my permission for any therapy, testing, or diagnostic evaluation that the staff of C.P.R.G. may deem necessary in individual, marital or family therapy. I understand the potential for emotional discomfort and relationship changes not originally intended. I understand C.P.R.G. does not guarantee any particular results or outcome from the therapy process.

(Initials) \_\_\_\_\_

I understand and agree to the confidentiality policies of C.P.R.G. These include the exceptions to confidentiality mandated by state law. These also include the possibility of sharing information shared in individual sessions, phone conversations, or written messages with those family members or other interested parties whom I have granted a release of information to.

(Initials) \_\_\_\_\_

If using third party reimbursement (i.e., insurance) to pay for my sessions, I understand and agree that my therapist will provide only that information necessary to the third party to process my claims.

(Initials) \_\_\_\_\_

I understand the risks of counseling as explained above. I understand that C.P.R.G. is not an emergency facility and in the event of an emergency I agree to contact 911 or, 1-800-316-9241 emergency after-hours. (Initials) \_\_\_\_\_

I agree to pay the fee of \_\_\_\_\_ per session for therapy services, and that **I can and will be charged the same fee for a missed appointment not cancelled 24 hours in advance.** (Initials) \_\_\_\_\_

I \_\_\_\_\_ give my consent for treatment for myself at C.P.R.G.  
*print your name above*

I understand all of the above sections that I have initialed, and agree to pay for services when received.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

To be signed by the assigned therapist at C.P.R.G.:

\_\_\_\_\_  
**Therapist Signature**

\_\_\_\_\_  
**Date**

**Confidential Information. Not to leave C.P.R.G. without consent.**