

# Client Agreement

## Introduction

This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask your therapist any questions that you may have regarding its contents. Your therapist is a Licensed Marriage and Family Therapist in the State of Texas.

## Fees

The fee for service is \$150 per individual, marital, or family therapy session unless otherwise agreed upon. Regular sessions are 45 minutes in length. You are responsible for fees at the time services are rendered. In certain cases, a written agreement that specifies an alternative payment procedure can be determined.

## Cancellations & Missed Appointments

If you are unable to attend a session due to illness or an emergency, please notify me as far in advance as is possible. Since scheduling an appointment involves the reservation of time specifically for you, a minimum of **24-hour notice is required** for rescheduling or cancelling an appointment. You will be responsible for the full fee for missed sessions and cancellations within 24 hours of your scheduled appointment. If you are late for your appointment you will be charged your assessed fee and the appointment will end at the scheduled time. Fees for no-shows and cancellations without 24 hours notice are paid at the next therapy session.

## Insurance

Health insurance often provides some coverage for mental health services and I encourage use of all your resources to pay for therapy. Note that insurance plans are not currently accepted, though invoices can be provided to submit to your insurance company for reimbursement as I am often considered an Out of Network provider. In this arrangement, you are responsible for full payment of my fees rather than your insurance company.

## Confidentiality

All communications between you and your therapist will be held in strict confidence unless you provide written permission to release information about your treatment. If you participate in marital or family therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information.

However, it is important that you know that your therapist utilizes a **"no-secrets" policy** when conducting family or marital/couples therapy. This means that if you participate in family, and/or marital/couples therapy, your therapist is permitted to use information obtained in an individual session that you may have had with him or her, when working with other members of your family. Please feel free to ask your therapist about his or her "no secrets" policy and how it may apply to you.

In addition, periodic consultation with peers regarding specific case questions is an accepted and important part of psychotherapeutic practice in order to give you the best care. All information is kept confidential and anonymous. Please let me know if you have concerns about this.

There are **exceptions** to confidentiality. For example, therapists are required to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a patient presents a serious danger of physical violence to another person or when a patient is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act. All

communications between you and your therapist will be held in strict confidence unless you provide written permission to release information about your treatment. Please see the "Notice of Privacy Practices" for more information and a detailed listing of the exceptions to confidentiality.

#### **Minors and Confidentiality**

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgment, may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

#### **My Office**

I share my office suite with other mental health professionals. I am a sole independent practitioner with no affiliation to any other practitioner in the office suite. Please contact me directly if you have any concerns with this arrangement at any time during the course of our work together.

#### **Therapist Availability/Emergencies**

I am often not immediately available by telephone. While I am usually in my office during regular business hours I will not answer the phone when I am with a client. When I am unavailable my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the 24/7 Crisis Hotline at 472-HELP, 9-1-1, or the nearest emergency room. If I will be unavailable for an extended time I will provide you with the name of a colleague to contact if necessary.

#### **Electronic Communication and Consent for Use**

Be advised that the use of email, cell phone texting, and other forms of technology in psychotherapy may have security concerns and have not been defined as a best-practice strategy.

Any information exchanged electronically or with the use of technology increases the risk of confidentiality breaches. Communications via email over the internet are not secure. Although it is unlikely, there is a possibility that information you include in an email can be intercepted and read by other parties besides the person to whom it is addressed. Therefore, the therapist cannot guarantee protection from unauthorized attempts to access, use, or disclose personal information exchanged electronically. Do not include personal identifying information such as your birth date, or personal medical information in any emails you send.

Email/texting communication with Scott Phillips, LMFT will be used for the purpose of simplifying and expediting scheduling/administrative matters only. You should also know that any electronic communication I receive from you and any responses that I send to you may become a part of your legal medical record.

Email/texting communication is NOT to be used to provide/receive treatment services or take the place of therapy sessions. Therefore, email/texting should NOT be used to communicate: Suicidal or homicidal thoughts or plans, urgent or emergency issues, serious or severe side effects or concerns, or rapidly worsening symptoms. In a life-threatening emergency clients should: Call 911, proceed to the nearest hospital emergency room, and/or call a crisis hotline such as 512-472-HELP or 1-800-SUICIDE.

No one can diagnose your condition from email or other written communications, and communication via a website cannot replace the relationship you have with your mental health practitioner. The use of email, cell phone, or other forms of technology does not change the fact that the service provided by Scott Phillips, LMFT are weekly psychotherapy sessions scheduled and confirmed by both parties in advance of the sessions. Scott Phillips, LMFT does not provide crisis intervention, and email/cell phone texting is not a reliable way of obtaining urgent help from the therapist in an emergency.

I have thoroughly considered all of the above information. By signing the Client Information form I consent to the use of email/cell phone texting as needed for scheduling and administrative purposes only, within the guidelines above. If more urgent help is needed, I will utilize the crisis services listed above. Furthermore, if at any time my therapist or I believe email/texting is interfering in my therapeutic process or being used ineffectively, either of us can revoke this consent verbally, refuse to respond to emails/texts, and insist upon a verbal conversation before proceeding.

#### **Litigation Limitation**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of psychotherapy records be requested.

#### **About the Therapy Process**

It is your therapist's intention to provide services that will assist you in reaching your goals. Based upon the information that you provide and the specifics of your situation, your therapist will provide recommendations to you regarding your treatment. Therapists and patients are partners in the therapeutic process and you have the right to agree or disagree with your therapist's recommendations and your feedback regarding your progress is strongly encouraged. Due to the varying nature and severity of problems and the individuality of each patient, your therapist is unable to predict the length of your therapy or to guarantee a specific outcome or result.

#### **Complaints**

It is my hope to resolve any misunderstandings that may arise by discussing them with you. Working through such difficulties is one of the most effective ways to grow psychologically and emotionally. Nevertheless, should you have a complaint that you cannot resolve by talking with me or that you do not care to discuss with me, you have the right to call the Texas State Board of Examiners of Marriage and Family Therapists at (800) 942-5540.

#### **Termination of Therapy**

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with your therapist. Your therapist will discuss a plan for termination with you as you approach the completion of your treatment goals. You may discontinue therapy at any time. If you or your therapist determines that you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

# Telepsychology Agreement

## Introduction

This agreement adds to the Therapy Agreement which you have previously read and signed. This provides authorization for consultation via phone or telepsychology. Please read the entire document carefully and be sure to ask your therapist any questions that you may have regarding its contents.

If you are not an adult, the permission and contact information of your parent or legal guardian is required for you to participate in telepsychology sessions.

## Confidentiality

The limitations to confidentiality outlined in the Therapy Agreement, apply to the telepsychology format. Please let me know if you have any questions about exceptions to confidentiality.

The nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

## Benefits & Risks

There are many benefits and some risks of telepsychology and video-conferencing that differ from in-person sessions. Telepsychology and video conferencing technology is not the same as a direct client/psychotherapist session due to the fact that clients are not in the same room as the provider.

Telepsychology has potential benefits including easier access to care, continuity of care, and the convenience of meeting from a location of my choosing.

There are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties, which cannot be predicted. I understand that my healthcare provider or I can discontinue the telepsychology session if it is felt that the videoconferencing connections are not adequate for the situation.

No guarantees or assurances are made about the results of this service.

A webcam or a smartphone needs to be used during the session.

Recording of sessions is NOT permitted.

It is important to connect from a quiet room, with no interruptions, where my, and/or the group's privacy are guaranteed. It is important to have a secure internet connection rather than public/free Wi-Fi.

## Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. It is recommended that you confirm with your insurance company, third-party payor, or other managed care provider that telepsychology or video sessions will be reimbursed; if they are not reimbursed, you are responsible for full payment.

## **Safety Plan**

Assessing and evaluating threats and other emergencies can be more difficult when conducting therapy via telepsychology than in traditional in-person therapy. To address some of these difficulties you will provide information below for an emergency plan.

Identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. Authorization is provided below allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If you are having an emergency and the session is interrupted for any reason, such as the technological connection fails, do not call me back; instead, call either 911 or your local emergency services, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session call back or reconnect via the telepsychology platform on which we agreed to conduct therapy. If I do not receive a call back or connection via online platform within five (5) minutes, then I will reach out to the phone number you have provided on your "Client Information Form".

I may determine that due to certain circumstances, telepsychology is no longer appropriate for you, and that we should resume our sessions in-person or to provide referral to a local professional.

By signing this document, you are stating that you are aware that I may contact the necessary authorities in case of an emergency. You are also acknowledging that if you believe there is imminent harm to yourself or another person, you will seek care immediately through your own local health care provider or at the nearest hospital emergency department or by calling 911.