



SERVICE AGREEMENT & INFORMED CONSENT FOR TREATMENT

Please read carefully

Psychotherapy is a working cooperative relationship between you and your clinician. Each member of this cooperative relationship has certain responsibilities. Your clinician will contribute her/his knowledge, expertise, and clinical skills. You, as the client, have the responsibility to bring an attitude of collaboration and a commitment to the therapeutic process. While there are no guarantees regarding the outcome of the treatment, your commitment may increase the likelihood of a satisfactory experience.

I. Fees, Arrangement for Payment & Appointments

- a. Appointments are 53 minutes in length. You will have the opportunity to schedule your next appointment with your clinician or our office staff. If you are unable to keep an appointment, please cancel as soon as possible. If you cancel the day before the appointment, you will not be charged a fee. If you confirm your appointment and do not attend the appointment you confirmed, you will be charged a \$25 fee. We ask that you pay your clinician at the end of each session. We reserve the right to suspend appointments if there is an unpaid balance for services rendered.
- b. GOOYHT aims to provide counseling regardless of your financial situation, and for this reason has created a fee schedule that allows you to choose the type of clinician that will be most ideal for you. The fee schedules are based on four clinician tiers which indicates the clinician's experience level. If you are unsure which type of clinician you will be seeing, you can ask the Operations Manager or your clinician for clarification.

• Tier 1: Senior Clinicians

- Fully licensed clinician who has held an independent license for a minimum of two years AND has worked at GOOYHT for a minimum of one year.
- If a client has insurance and GOOYHT has a contracted rate with the insurance company, GOOYHT is required to charge the rates determined by the insurance company. GOOYHT will inform clients of the maximum they will be charged based on their in-network rate.
- The fee schedule is as follows for a Tier 1 clinician if GOOYHT does not have a contracted rate with the client's insurance company (Out-of-Network), or if the client is not insured.
 - Initial Intake (53 minutes): \$86-\$120
 - Individual Session (53 minutes): \$86-\$120
 - Couple Session (53 minutes): \$86-\$120
 - Family Session (53 minutes): \$86-\$120
 - Group Session (53 minutes): \$15-\$60
 - Workshops: Varies and is not covered by insurance.

• Tier 2: Clinicians

- Fully licensed clinician who has held an independent license for less than two years OR has worked at GOOYHT for less than one year.
- If a client has insurance and GOOYHT has a contracted rate with the insurance company, GOOYHT is required to charge the rates determined by the insurance company. GOOYHT will inform clients of the maximum they will be charged based on their in-network rate.
- The fee schedule is as follows for a Tier 2 clinician if GOOYHT does not have a contracted rate with the client's insurance company (Out-of-Network), or if the client is not insured.
 - Initial Intake (53 minutes): \$50-\$95



- Individual Session (53 minutes): \$50-\$95
- Couple Session (53 minutes): \$50-\$95
- Family Session (53 minutes): \$50-\$95
- Group Session (53 minutes): \$15-\$60
- Workshops: Varies and is not covered by insurance.

- **Tier 3: Supervised Clinicians**

- Licensed clinician who is under the supervision of a licensing supervisor for the duration required by each license type. These license types include LMFT Associate, LMSW and LPC Associate.
- Clinicians with these license designations have completed graduate school, passed a licensing exam and are required to be under the supervision of a licensed clinical supervisor until they have obtained a certain number of hours of experience, among other requirements.
- Tier 3 clinicians are not recognized by insurance companies, and so you will not be able to utilize your insurance benefits.
- Fee Schedule:
 - Initial Intake (53 minutes): \$40-\$75
 - Individual Session (53 minutes): \$40-\$75
 - Couple Session (53 minutes): \$40-\$75
 - Family Session (53 minutes): \$40-\$75
 - Group Session (53 minutes): \$15-\$60
 - Workshops: Varies.

- **Tier 4: Graduate Students in Training**

- Graduate students in training are enrolled in an accredited institution and working towards earning a master's degree in the field of counseling, clinical social work or marriage and family therapy. They are under the supervision of both a GOOYHT senior clinician and a professor, and are working to earn their clinical hours required by their graduate program.
- Graduate students in training provide pro bono or low-cost services to people in the community who are uninsured or in need of low-cost services.
 - Initial Intake (53 minutes): \$0-\$40
 - Individual Session (53 minutes): \$0-\$40
 - Couple Session (53 minutes): \$0-\$40
 - Family Session (53 minutes): \$0-\$40
 - Group Session (53 minutes): \$0-\$15

c. There is a \$30.00 service fee for any returned checks.

II. Counseling/ Psychotherapy Purposes, Goals, & Techniques

Your clinician has been trained to provide counseling and psychotherapy services. This means assisting you through a therapeutic relationship, using a combination of mental health and human development principles and techniques, including the use of psychotherapy, to achieve your mental, emotional, physical, social, educational, spiritual, and/or career-related development and adjustment. Your clinician may assess, evaluate, and treat mental, emotional, or behavioral disorders and distresses that interfere with your mental health. Your clinician may also implement and evaluate treatment plans using interventions that include counseling, assessment, consulting, and referral.



SERVICE AGREEMENT & INFORMED CONSENT FOR TREATMENT (continued)

II. Counseling/ Psychotherapy Purposes, Goals, & Techniques (continued)

You and your clinician will create goals that will guide the counseling process. You may have occasion to ask questions that require legal, medical, or other specialized knowledge. If so, you should seek advice from your attorney or primary care physician or ask your clinician for a referral to a specialist in your area of concern.

III. Licensing & Experience Levels

Your clinician maintains a license to practice in their field of training. GOOYHT employs licensed clinicians with the following license designations: Licensed Marriage & Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), and Licensed Professional Counselor (LPC). You may visit the Texas Behavioral Health Executive Council's web page to view a roster of clinicians to determine if a clinician is currently licensed. GOOYHT clinicians have active licenses in the State of Texas, are in good standing with their licensing board(s) and have no limitations on their licenses. GOOYHT clinicians who are currently completing their post-graduate internship [e.g. Licensed Marriage & Family Therapist Associate (LMFT Associate), Licensed Master Social Worker (LMSW), and Licensed Professional Counselor Associate (LPC Associate)], have been issued a temporary license by their respective licensing board and are overseen by an on-site supervisor as well as a licensing supervisor. GOOYHT practicum students are completing their graduate studies and are overseen by both their university and an on-site supervisor. Your clinician will inform you of their credentials.

IV. Confidentiality, Limits of Confidentiality, & Consultation

- a. Communication between you and your clinician is confidential under most circumstances. As a way of maintaining standards of excellence, GOOYHT clinicians will occasionally consult with other GOOYHT clinicians, but will never use uniquely identifying information. Students and clinicians with temporary licenses are required to do consultation at a minimum of a weekly basis. This means that your clinician will not discuss your details or case with anyone outside of GOOYHT – neither orally nor in writing – without your expressed written permission. This privacy gives you the freedom to speak openly and honestly with your clinician about your thoughts and feelings.
 - i. Consultation is defined as two or more clinicians or clinicians-in-training discussing diagnosis, treatment, interventions, prognosis, and/or therapeutic goals.
 - ii. If you do give permission, you will have an opportunity to specify who should receive information from your file, what information they are allowed to receive, the purpose for which they may use the information and the period of time during which you are granting the permission.
 - iii. Parents have a right to receive progress reports on their child's counseling. However, personal information shared by a child during an individual session will be kept confidential unless it involves imminent danger to the child or someone else. Young people will not confide in a clinician if they believe that personal information will be revealed to their parents.
 - iv. You have a right to a copy of your own counseling records. This right is guaranteed under state law (Texas Health and Safety Code, Chapter 611.) You may be charged a reasonable fee for a copy of your records. Certain portions of your record may be withheld from you for a period of time for specific reasons as described in the law.



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IV. Confidentiality, Limits of Confidentiality, & Consultation (continued)

- b. Your clinician has an ethical and legal obligation to break confidentiality under the following circumstances:
- i. If there is a reason to believe there is an occurrence of child, elder, or dependent adult abuse or neglect.
 - ii. If there is reason to believe that you have serious intent to harm yourself, someone else, or property by a violent act you may commit.
 - iii. If your emotional condition is introduced into a legal proceeding.
 - iv. If your records are subpoenaed by a court of law.

V. Formal Complaints & Consumer Rights

If you have a complaint or concern, GOOYHT asks that you speak to your clinician first. If you do not feel comfortable speaking to your clinician about the issue(s), GOOYHT requests that you speak to the company's management team. You also have the right to file a consumer complaint with your clinician's respective licensing board(s). Please contact the Enforcement Division of the Texas Behavioral Health Executive Council regarding the steps to file a formal complaint:

24-hour, toll-free complaint system: 1-800-821-3205

Email: Enforcement@bhec.texas.gov

The Council is open Monday – Friday, 8:00 A.M. to 5:00 P.M., but closed on state holidays.

You also have the right to verify the license status of your clinician. GOOYHT has provided the license information on the company website, on the clinicians' webpage, as well as in the signature of every email your clinician sends. To verify through the Texas Behavioral Health Executive Council, please contact the agency through the following email address: Licensing@bhec.texas.gov

VI. Record Keeping & Billing

Your clinician is required to keep records of your counseling sessions for a minimum of seven (7) years from the date of termination of services, or five (5) years after a minor client reaches the age of 18, whichever is greater. These records include dates of treatment, case notes, correspondence, progress reports, and billing information. Billing to you or your insurance company must be only for services rendered according to your agreement with GOOYHT. You cannot be billed for appointments that never existed. If you are the parent or guardian of a minor who is in counseling, you are entitled to a written summary and explanation of charges.

There is an established plan for the custody and control of the clients' mental health records in the event of a licensee's death or incapacitation, or the termination of a licensee's counseling practice. If a clinician leaves GOOYHT, your records remain in GOOYHT's custody unless you request them to be released to another entity. If a clinician dies or becomes incapacitated, your records remain in GOOYHT's custody unless you request them to be released to another entity. If GOOYHT as an entity were to dissolve, and your records were still within the 7-year window, you would be contacted and asked to decide the storage location of your records.



SERVICE AGREEMENT & INFORMED CONSENT FOR TREATMENT (continued)

VII. Child Care Release

Children under the age of 12 may not be left without supervision in the waiting room. GOOYHT does not provide childcare and is not responsible for children or adolescents left unsupervised in the waiting room. Minors must be picked up following their appointments and must not be allowed to be left unsupervised. If you must leave your child(ren) in the waiting room during a session or during the initial consultation, it is your responsibility to provide appropriate supervision for that(those) child(ren). GOOYHT reserves the right to cancel an appointment and/or future appointments if there is reason to believe that the arranged childcare is insufficient and/or inappropriate.

VIII. Additional Rights & Responsibilities

In addition to your right to confidentiality, you have the right to end your counseling at any time, for whatever reason, and without any obligation, except for payment of fees for services already provided. You have the right to question any aspect of your treatment with your clinician. You also have the right to expect that your clinician will maintain professional and ethical boundaries by not entering into personal, financial, sexual or professional relationships with you.

GOOYHT reserves the right to discontinue counseling at any time including, but not limited to, a violation by you of this “Service Agreement & Informed Consent for Treatment”, a change or reevaluation by GOOYHT of your therapeutic needs, GOOYHT’s ability to address those needs, and/or other circumstances that lead GOOYHT to conclude in its sole and absolute discretion that your counseling needs would be better served at another counseling facility. Under such circumstances, GOOYHT will suggest appropriate referrals.

Your signature below indicates that you have read and understand all the information listed on the “Service Agreement & Informed Consent for Treatment” pages, have received a copy of this consent form, give permission to GOOYHT to provide counseling and psychotherapy services, and that this contract is binding for all future sessions you may have with this entity.

Printed Name of Patient

Signature of Patient

Date



Client Name: _____

HIPAA AGREEMENT: CONSENT TO USE OR DISCLOSE HEALTH INFORMATION FOR THE TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS

Patient Name: _____

Patient Date of Birth: ____ / ____ / ____

In the course of providing service to you, we create, receive, and store health information that identifies you. It is often necessary to use and disclose this health information in order to consult with other professionals about the best course of treatment, to treat you directly, to obtain payment for our services, and to conduct health care operations within our practice and between staff.

We have a comprehensive Notice of Privacy Practices that describes these uses and disclosures in detail. You are free to refer to this Notice at any time before you sign this consent document. As described in our Notice of Privacy Practices, the use and disclosure of your health information for treatment purposes not only includes care and services provided here, but also disclosures of your health information as may be necessary or appropriate for you to receive follow-up care from another health care professional. Similarly, the use and disclosure of your confidential information for purposes of payment may include the submission of your personal information to a billing agent or vendor for processing claims or obtaining payment; our submission of claims to third-party payers of insurers for claims review, determination of benefits and payment; or our submission of your personal information to auditors hired by third-party payers and insurers, among other aspects of payment described in our Notice of Privacy Practices. Our Notice of Privacy Practices will be updated whenever our privacy practices change. You can get an updated copy here at our office.

When you sign this consent document, you signify that you agree that we can and will use and disclose your health information to treat you, to obtain payment for our services, and to perform mental health treatment. You can revoke this consent in writing at any time unless we have already treated you, sought payment for our services, or performed health care operations in reliance upon our ability to use or disclose your information in accordance with this consent. We can decline to serve you if you elect not to sign this consent form.

You have the right to ask us to restrict the uses or disclosures made for purposes of treatment, payment or mental health treatment, but as described in our Notice of Privacy Practices, we are not obligated to agree to these suggested restrictions. If we do agree, however, the restrictions are binding on us. Our Notice of Privacy Practices describes how to ask for a restriction.

Your signature below indicates that you have read and understand all the information listed on the “HIPAA AGREEMENT” page, have received a copy of this agreement form, give permission to GOOYHT to the use and disclosure of your confidential information for purposes of treatment, payment, and health care operations, and that this contract is binding for all future sessions you may have with this entity.

Signature of Patient: _____

Date: _____

I also acknowledge that I have received a copy of the health insurance portability and accountability act (HIPAA) privacy notice. Patient Initials: _____



Client Name: _____

ADULT AUTHORIZATION TO RELEASE/RECEIVE PERSONAL HEALTH INFORMATION*

Patient Name: _____ Patient Date of Birth: ____/____/____

I hereby give my consent to Get Out of Your Head Therapy to release and receive personal health information with the following professionals, people, and/or entities regarding the following type of information (check below):

mental health medical history family history other: _____

Individuals and/or entities with whom information may be exchanged: ****Primary Care Physician Required****

Primary Care Physician: _____
Phone: _____
Fax: _____

Psychiatrist: _____
Phone: _____
Fax: _____

Prior Therapist: _____
Phone: _____
Fax: _____

Lawyer: _____
Phone: _____
Fax: _____

Other: _____
Relationship to Patient: _____
Phone: _____
Fax: _____

Other: _____
Relationship to Patient: _____
Phone: _____
Fax: _____

for the purpose(s) of ("Consultation" if left blank):

I understand that this authorization is valid for 1 year after the last date of service unless otherwise indicated here: _____. I understand that I may, via written request, withdraw my consent at any time, and that I have a right to receive a copy of this authorization form. I also understand that the information being disclosed pursuant to this authorization to individuals outside of Get Out of Your Head Therapy may be subject to re-disclosure by the recipient and may no longer be protected by this privacy rule.

Signature of Patient

Date

** Compliant with the Health Insurance Portability and Accountability Act (HIPAA)*



Client Name: _____

E-MAIL AND TEXT COMMUNICATION AUTHORIZATION FOR ADULTS

Client's Name: _____ Client's Date of Birth: ____ / ____ / ____

Although e-mail and text have become standard methods of communication between healthcare offices/ providers and patients, it is important that you acknowledge that our practice cannot guarantee the security of any information sent or received via electronic communication. For this reason and others, our practice aims to keep outbound e-mails and texts relatively brief and pertaining to practical (rather than clinical) matters. Please note that our clinicians do not conduct therapy via e-mail or text and cannot respond to urgent matters received by e-mail or text.

E-mails sent to *admin@getoutofyourtherapy.com* and texts sent to *512.686.6012* will be received and managed by our Administrative Staff, who will either respond to you directly (if the message pertains to non-clinical issues) or relay your message to your clinician (in the event your message pertains to clinical issues). Administrative Staff or your clinician can provide you with their secure email address.

E-mail and text are not foolproof means of communication and we are not responsible for misdirected emails or texts either to our office or from our office. If you send an e-mail or text to us and it is not acknowledged within one business day (not counting weekends, holidays, or noticed vacations), you should assume that we HAVE NOT received the e-mail and/or text and should notify us immediately by calling our office at 512.686.6012.

By signing below, you agree that we may use e-mail and text to communicate with you regarding practical matters – such as billing and scheduling – and you agree to notify us independently if you send an e-mail or text and it is not acknowledged by the next business day.

Please check one of the below options:

- I do not authorize e-mail or text communications with Get Out Of Your Head Therapy.
- I have read and understand the above information, and authorize both e-mail communications and text communications with Get Out Of Your Head Therapy at the below e-mail address and number:

Preferred E-mail: _____

Preferred Text Number: _____

I understand this authorization is valid until (indefinite if left blank), that I may, via written request withdraw my authorization at any time, and that I have a right to receive a copy of this authorization form.

Signature of Patient

Date



Licensed Mental Health Professionals in Texas A Fact Sheet for Consumers

This fact sheet is intended to provide basic information for consumers regarding the following mental health professionals that are licensed in Texas: marriage and family therapists, professional counselors, social workers, chemical dependency counselors, psychiatrists, and psychologists.

Marriage and **F**amily Therapists

A licensed marriage and family therapist (LMFT) is a mental health professional who provides professional therapeutic services to individuals and groups that involve the application of family systems theories and techniques. Services may include marriage therapy, sex therapy, family therapy, child therapy, play therapy, individual psychotherapy, divorce therapy, mediation, group therapy, chemical dependency therapy, rehabilitation therapy, diagnostic assessment, hypnotherapy, biofeedback, and related services. **A licensed marriage and family therapist holds at least a master's degree in marriage and family therapy or its equivalent, and also must complete 3,000 hours of supervised experience in the field of marriage and family therapy services.**

Professional **C**ounselors

A licensed professional counselor (LPC) is a mental health professional who provides professional therapeutic services to individuals and groups that involve the application of mental health, psychotherapeutic, and human development principles to facilitate adjustment and development throughout life. Services may include individual counseling, group counseling, marriage counseling, family counseling, chemical dependency counseling, rehabilitation counseling, education counseling, career development counseling, sexual issues counseling, psychotherapy, play therapy, diagnostic assessment, hypnotherapy, expressive therapies, biofeedback, and related services. **A licensed professional counselor holds at least a master's degree in counseling or a counseling-related field, and also must complete 3,000 hours of supervised experience in the field of professional counseling.**

Social **W**orkers

A licensed social worker is a mental health professional who provides services to restore or enhance social, psychosocial, or biopsychosocial functioning of individuals, couples, families, groups, organizations, or communities. **Clinical social work services, which may only be provided by an LCSW or an LMSW in an agency setting, include the application of specialized clinical knowledge and advanced clinical skills in the areas of assessment, diagnosis, and treatment of mental, emotional, and behavioral disorders, conditions, and addictions, including severe mental illness in adults and serious emotional disturbances in children.** A licensed social worker holds at least a master's degree in social work and also must complete 3,000 hours of supervised experience in the field of clinical social work.

Chemical **D**ependency **C**ounselors

A licensed chemical dependency counselor (LCDC) is a mental health professional who assists individuals or groups to develop an **understanding of chemical dependency problems.** LCDCs are not authorized to treat individuals with a mental health disorder or to provide family counseling to individuals whose problems do not include chemical dependency. **A chemical dependency counselor must hold at least a two-year associate's degree with a course of study in human behavior/development and service delivery and must complete 4,000 hours of supervised experience working with chemically dependent persons.** For more information about chemical dependency counselors, visit the website of the Texas Health and Human Services at www.hhs.tx.gov or call (800) 832-9623.

Psychiatrists

A psychiatrist is a medical doctor (MD). For information concerning medical doctors, please refer to the website of the Texas Medical Board at www.tmb.state.tx.us or call (800) 248-4062.

Psychologists

A licensed psychologist is a mental health professional who provides services which include, but are not limited to, therapy, diagnosis, testing, assessments, evaluation, treatment, counseling, supervision, consultation, providing forensic opinions, rendering a professional opinion, or performing research, or teaching to an individual, group, or organization. **A licensed psychologist holds at least a doctoral degree in psychology or its equivalent, and also must complete 3,500 hours in the delivery of psychological services under the supervision of one or more licensed psychologists.** For information concerning licensed psychologists in Texas, please refer to the website of the Texas Behavioral Health Executive Council at www.bhec.texas.gov or call (512) 305-7700.

SOURCES

Texas Occupations Code, Chapters 110, 502, 503, 504, and 505
Title 22, Texas Administrative Code, Chapters 681, 781, 801, 810 and Title 25, Texas Administrative Code, Chapter 450 Texas
BHEC and Texas State Board of Examiners of Psychologists Rules, § B, 463.10, 2021

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