

**Doug Valot, Staff Counselor
Susan Sowell, MA, LPC-S
20555 Kingsland Blvd.
Katy, Texas 77450
281.492.0785**

Counseling Services Agreement

Graduate Student Counselor: I am a graduate student counselor working under the supervision of Susan Sowell, a Licensed Professional Counselor –Supervisor. As a student counselor, if I perceive you are experiencing problems which are severe in nature, I will refer you to a professional counselor in our area. Issues that are more appropriate include relationship issues, spiritual issues, and general life questions.

Counseling Relationship: During the time that we work together, we will meet at a mutually agreed upon frequency for approximately 45 minute sessions. Although our sessions take place in a church setting, and we may go to church together, it is important to remember that our relationship is professional and not social. Our contact will be limited to counseling sessions that you arrange through the counseling center.

Effects of Counseling: At any time, you may initiate a discussion of possible positive or negative effects of entering, not entering, continuing, or discontinuing counseling. While benefits are expected from counseling, specific results are not guaranteed. Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes may affect significant relationships, your job, and/or your understanding of yourself. Some of these changes could be temporarily distressing. The exact nature of these changes cannot be predicted. Together we will work to achieve the best possible results for you.

Client Rights and Responsibilities: Some clients need only a few counseling sessions to achieve their goals; others may require months or even years of counseling. As a client, you are in complete control and may end our counseling relationship at any time, though I do ask that you participate in a termination session. You also have the right to refuse or discuss modification of any of my counseling techniques or suggestions that you believe might be harmful. I assure you that my services will be rendered in a professional manner consistent with accepted legal and ethical standards. If at any time for any reason you are dissatisfied with my services, please let me know. If I am not able to resolve your concerns, you may refer your complaints to the Texas Board of Examiners of Professional Counselors.

Referrals: Should you and/or I believe that a referral is needed, I will provide some alternatives including programs and/or people who may be available to assist you. A verbal exploration of alternatives to counseling will also be made available upon request. You will be responsible for contacting and evaluating those referrals and/or alternatives.

Fees: Counseling Services by graduate students are provided at reduced rates; members of Kingsland Baptist Church at the reduced rate of \$15 per session. If the fee represents a hardship to you, please let me know, as full and partial fee adjustments are available. The fee for each session will be due at, and must be paid by, the conclusion of each session. Cash or personal checks made out to “Kingsland Baptist Church” are acceptable for payment.

Cancellation: As the demand for appointments often exceeds the availability, please notify Mollie Euhus at 281.492.0785 ext. 162 if you discover that you will not be able to keep an appointment. We request 24 hour notification if you need to cancel your appointment.

Records and Confidentiality: All of our communication becomes part of the clinical record. Records are the property of the Counseling Center. Adult client records are disposed of seven years after the file is closed. Minor client records are disposed of seven years after the client’s 18th birthday. Most of our communication is confidential, but the following limitations and exceptions do exist: a) I determine that you are a danger to yourself or someone else; b) you disclose abuse, neglect, or exploitation of a child, elderly, or disabled person; c) you disclose sexual contact with another mental health professional or clergy; d) I am ordered by the court to disclose information; e) you direct me to release your records; or f) I am otherwise required by law to disclose information. If I see you in public, including in the church, I will protect your confidentiality by acknowledging you only if you approach me first. Office clerical personnel will only have enough information to schedule appointments, contact you, and facilitate collection of fees. In the case of marriage or family counseling, I will keep confidential (within the limits cited above) anything you disclose to me without your family member’s knowledge. However, I encourage open communication between family members and I reserve the right to terminate our counseling relationship if I judge the secret to be detrimental to therapeutic progress. We will comply with federal and state laws regarding confidentiality. We will maintain confidentiality to the fullest extent professionally and personally.

Kingsland is concerned about confidentiality. We believe a sense of safety and security is necessary to the process of healing in which our clients are engaged. It is our goal to provide an environment in which our clients believe they can place their confidence and trust.

Under both federal and state law, confidentiality means communication with your therapist and any records pertaining to your identity, evaluation and treatment will be kept secure and private. Where federal and state law differs, we comply with the stricter standard to ensure that your right to confidentiality is respected at all times.

Examples of disclosure allowances under federal and state law for treatment, payment and healthcare operations are as follows:

The therapist will disclose necessary information and notify authorities and other third parties when there is reasonable suspicion a minor child (under 17 yrs), an elder person (65 yrs and older), or otherwise dependent adult (any age) has been harmed.

The therapist will disclose necessary information and notify authorities or other appropriate parties when the client has directly admitted serious and imminent suicidal threats.

The therapist will disclose necessary information and notify authorities or other appropriate parties when the client has directly admitted harmful acts or threatened action that is serious, imminent and attainable against a clearly identified third person or persons. Therapists may be required to make disclosures to insurance and third-party payers, employee assistance programs and managed care groups concerning client's diagnosis, session dates and where required, client symptoms and treatment objectives.

Client communication and records must be disclosed when ordered by the court.

Exceptions to confidentiality are made in specified civil law cases such as disclosures relevant to a parent-child relationship, e.g. , in a divorce action.

If a client files a malpractice suit or a formal complaint with their licensing board against a therapist, confidentiality is waived.

Other issues relative to confidentiality that may be applicable in specific instances follow: Graduate Interns receive supervision from therapists to facilitate their development and to ensure excellent care for our clients. In these instances, written or other legal authorization has been obtained from the client and client identities are protected.

Written records of client communications are stored in a way to protect confidentiality and privacy rights. Electronically stored records are protected by password restrictions, backup systems, virus security software and firewall protection.

A federal program called Health Insurance Portability and Accountability Act of 1996 (HIPAA) gives you the right to put into writing any request you believe necessary to restrict possible misuse of your protected health information. All requests will be honored except as the law specifically outlines the use of your personal health information for treatment, payment and healthcare operations.

HIPAA states once you give consent for the use of your personal information for treatment, payment and healthcare operations by signing the professional service agreement, you may revoke the consent in writing at anytime, except to the extent that Kingsland has taken action relying on your prior consent. If we believe we cannot honor your written request for restriction of healthcare information, we will discuss our reasons with you and if necessary, terminate our professional agreement formally in writing.

Under HIPAA, you have the right to request in writing, receive and inspect copies of confidential protected health information held in this office. HIPAA has guidelines regarding what information must be included in response to a request from a client. If the information you request is outside those guidelines, we have the right to deny your request. Requests within the guidelines will be honored; however, there is a reasonable charge for labor and copying, and reasonable time for preparation must be allowed.

Under HIPAA, you have the right to amend any of your protected health information by a written request. If your written request is outside the laws' guidelines, we have the right to deny your request to amend records.

If you believe we do not follow the stated intentions laid out in this document and/or you believe your right to confidentiality has been violated, please talk with your therapist or the

Center's office manager or director. If you wish, you may file a written complaint with our office. Address your concerns to:

Susan Sowell
ssowell@kingsland.org

If there is no resolution, you may file a complaint with the Department of Health and Human Services, Office of Civil Rights. For more information about HIPAA or to file a complaint:

The US Department of Health and Human Services
Office of Civil Rights
200 Independence Avenue, S.W.
Washington, DC 20201
Telephone: (202) 619.0257
Toll Free: 1 (877) 696.6775

Emergency Contact: The limited resources of the Counseling Center prevent us from providing crisis intervention or intensive counseling. If you have a crisis after office hours, please either contact your physician; 911, or go to the nearest hospital emergency room.

Acknowledgment and Consent: By your signature below, you are indicating that you read and understood this agreement, or that any questions you had about this agreement were answered to your satisfaction, and that you were furnished a copy of this statement. By my signature, I verify the accuracy of this statement and acknowledge my commitment to conform to its specifications.

Clients may not have children waiting in the waiting room during their appointment for confidentiality reasons.

Client's Name

Date

Client's Signature

Permission to Contact You by E-Mail

From time to time we may contact you via e-mail about appointment times with your permission. We will always be discreet; the name of this office will not be used in our correspondence. For example, we would say, "Reminding you of your appointment with (therapist name) on Tuesday, March 17th at 2:00pm. Please call 281-482-0785 to confirm, cancel, or reschedule." To assure absolute confidentiality, we will correspond via e-mail ONLY about appointment dates and times. We will NEVER disclose other information in e-mails even if you solicit a reply pertaining to another matter or issue.

I give my permission to contact via e-mail. YES _____ NO _____

My e-mail address is: _____

Signature _____

Date _____