



CLEAR LAKE CHILDREN'S CENTER INFORMED CONSENT AND THERAPY AGREEMENT

Welcome to Clear Lake Children's Center. This document contains important information about the practice, its business policies, and your rights. Please read it carefully and make note of any questions you may have so that we can address them together. It is important to note that you have the right to refuse treatment and you may also revoke your consent in writing at any time.

PSYCHOLOGICAL SERVICES

Our services vary depending on each individual's needs. The initial session will involve a review of your concerns and a discussion of goals for treatment. By the end of this session, we will be able to specify a treatment plan outlining which service or combination of services is proposed to meet your goals. We will prepare a written treatment plan. Goals are likely to change as treatment progresses and should be renegotiated accordingly. Psychotherapeutic services can have both benefits and risks. Because psychotherapeutic services often involve discussing difficult situations or problems, you and/or your child may experience uncomfortable feelings at times during this process (e.g., frustration, guilt, worry, anger). Also note that many times, when treating children, targeted interventions will result in temporary worsening of symptoms before they improve. On the other hand, the benefits of psychotherapeutic services can include reductions in feelings of distress, generation of solutions to specific problems, and improvements in performance. There are, however, no guarantees on what you will experience. If you have questions about procedures, at any time during this process, they should be discussed as they arise.

THERAPY WITH CHILDREN

Parents. Parents, your participation in your child's counseling is important for long-term gains. We will ask for your feedback and views on your child's therapy, progress, and other aspects of treatment and will expect you to respond openly and honestly. When consenting to treatment for a minor, and by signing this Agreement, you affirm that you are the parent or legal guardian of the child; that you have the legal right to consent to psychological treatment for the child; and that there has not been a Divorce Decree or any other Court Order that limits your ability to consent to the child's treatment. If there is a Divorce Decree or Court Order, we must have a complete copy to review before we will schedule any sessions with the child client. If the child's parents are divorced or never married, BOTH parents must consent to treatment, in compliance with any Divorce Decree or Court Order that may be in place.

Siblings. In the event that you wish for siblings to be seen for psychotherapy, we require separate intake appointments, separate therapy sessions, and we maintain separate clinical records in order to maintain each client's confidentiality.

Adolescents. For minor clients who are between 16-17 years of age, we will provide their parents only with general information about the progress of the child's treatment. Any other communication will require the child's consent, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concerns. Before giving parents any information, we will discuss the matter with the child, if appropriate, and will do our best to handle any objections he/she may have. By your signature below, you indicate your awareness of, and agreement to abide by this policy.

Step-Parents. If the parents of the child client have remarried or have significant others who may be involved in the child's therapy, we will meet with all the adults before seeing the child to obtain signed Authorizations for the limited sharing of information regarding the child, and to establish the boundaries for our treatment of the child. We do not allow step-parents to make therapy appointments for child clients unless the child's parent(s) have signed Authorizations allowing the step-parent to schedule the child's appointments.

TERMINATION OF THERAPY

We hope that we will mutually agree on when your child's treatment goals have been met, so we can schedule final sessions to review progress and develop a plan for the future. However, there are a few instances in which your therapist may terminate therapy before reaching that point. If we believe that our approach and training is no longer appropriate for your specific concerns, or that your child is not benefitting from treatment, we will inform you that we can no longer provide services and give you referrals to other mental health professionals who may be better suited to meet your child's needs. We understand that any termination may be difficult, but your therapist's decision on this matter will be final. If you request and authorize it in writing, your therapist will confer with your child's new therapist to help with the transition. If you choose to involve the legal system in our work together by issuing a subpoena for our treatment records or your therapist's testimony in court, this will represent a conflict of interest and we may terminate our therapeutic relationship and provide referrals to other providers. In addition, if you schedule a session and do not attend the session or call within 7 days of that appointment, we will understand that as a termination in our services. If you wish to resume services after this occurs, please contact the office for therapist availability.

CONTACTING US

Due to the nature of our work, we often may not be immediately available by phone. Please leave a message if you reach our voicemail and we 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 provide specific times when you will be available. Should you decide to contact us via email, please note that this is not a secure means of communication and you are accepting the risk associated with transmitting personal information over the internet. Emails should be limited to scheduling, as they are not a means by which we can provide appropriate clinical care. **This office is not an emergency facility.** If you cannot reach us and feel that you have an emergency, please call 911 or go to the nearest emergency room and ask for the psychiatrist on call. If we will be unavailable for an extended period of time, you will be notified and provided with contact information for another professional if necessary.

APPOINTMENTS AND CANCELLATION POLICY

Your appointment time is reserved exclusively for you. Please arrive 10 minutes prior to your scheduled appointment to allow time for payment processing. Changes in appointments should be made with as much advance notice as possible. If you cancel the appointment with at least 24 hours' notice, you will not be charged for missing the appointment. However, if you cancel within less than 24 hours of your scheduled time or do not show up for your appointment, you will be charged the cancelled session fee of \$75. We also reserve the right to reschedule your appointment if you arrive late, depending on the schedule for that day.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless alternative arrangements have been made in advance. Payment schedules for other professional services will be agreed upon when they are requested. Clear Lake Children's Center accepts the following methods of payment: credit card, check, and cash. Checks should be made out to "Clear Lake Children's Center." Returned checks will incur a \$30 fee. Late charges will be added to accounts with any balance over 30 days old. Late fees are calculated at a rate of 2% monthly. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, or if an agreed upon payment plan has not been followed, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. As required by 22 Tex. Admin. Code §465.15(a)(2), if services are not paid for as agreed, we will provide you with at least 30 days written notice before sending your case to a collection agency or take legal measures to collect any unpaid fees, and we will make sure you have a reasonable opportunity to make prompt payment before such measures are taken.

PROFESSIONAL FEES

The initial session is intended to be spent determining how best Clear Lake Children's Center can meet your needs. For evaluations with a psychologist, the fees vary, based on the child's age, type of testing requested, and the total amount of time required for administration, scoring, interpretation, and report preparation. You will be provided with an evaluation quote prior to scheduling. For evaluations, 50% of the fee is due at the initial evaluation intake session and the remainder of the fee is due at the feedback session. Here is a specific breakdown of other services and fees:

SERVICE	CLINICIAN	
	Licensed Psychologist	Licensed Professional Counselor
Initial Visit: Clinical/Diagnostic Interview	\$200.00	\$125.00
Consultation, testing, report writing (per hour)	\$165.00	-
Psychotherapy (45 min)	\$125.00	-
Psychotherapy (60 min)	\$165.00	\$125.00

Note: Licensed Psychologists: Dr. Becky Siekierski, LP, LSSP; Dr. Morgan Sowell, LP, LSSP
Licensed Professional Counselors: Rona Smith, LPC; Sherry Burton, LPC

Other hourly fees that may be incurred include telephone conversations exceeding 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us, which will be billed at the same rate (\$165/hour), prorated in 15 minute intervals. We reserve the right to alter and update the fee schedule at any time. Existing clients will be notified in writing of changes in fees at least 4 weeks prior to implementation.

LITIGATION POLICY AND FEES FOR COURT-RELATED SERVICES

We do not want to be involved in your litigation. We do not want to deal with subpoenas or lawyers or having to disclose your confidential information in court. We do not enjoy going to court and we do not want to deal with the negative feelings that can result from court or deposition testimony. The nature of the therapeutic process often involves making a full disclosure with regard to many matters which may be extremely private, upsetting or embarrassing. If you become involved in any legal proceeding during your therapy, including but not limited to divorce and custody disputes, or personal injury lawsuits, you agree that neither you, nor your

attorneys, nor anyone acting on your behalf will subpoena records from Clear Lake Children's Center, or subpoena your therapist to testify in court, in a deposition or in any legal proceeding. **By your signature below, you acknowledge my position, you agree to my litigation fees and you agree to abide by our litigation policy.**

If you involve us in your litigation, or if you or your attorneys subpoena your therapist to provide records, testify in court or give a deposition in violation of this agreement and against this policy, we will comply with lawfully issued subpoenas. **The hourly charge for all time related to court cases or litigation is \$350.** You also agree by your signature below to execute and sign a Credit Card Authorization and provide a valid credit card to ensure payment for the time your therapist must spend dealing with your litigation.

If your therapist is subpoenaed to provide records or testimony in violation of this agreement, you also acknowledge and agree that you will pay for all of our professional time, including but not limited to preparation, record review, transportation charges (door-to-door), waiting time, and time spent testifying in court or deposition **regardless of which party issues the subpoena or deposition notice.**

If we are required to testify in court or give a deposition in Harris County, the hourly fee is \$350 per hour for a minimum of 4 hours (\$1400) and this includes preparation time, travel time, and attendance at any legal proceeding. If your therapist is required to testify in court or give a deposition outside of Harris County, the hourly fee will be \$350 for a minimum of 6 hours (\$2100). If the testimony or deposition exceeds 4 hours (in Harris County) or 6 hours (outside Harris County), there will be an additional charge of \$350 per hour for every hour spent in court or deposition.

When your therapist is subpoenaed to court or to give a deposition, she has to clear her schedule and not see other clients, so there is a 48-hour cancellation policy for court and depositions. For example, if the court appearance or deposition is scheduled for Monday, this office must be notified of any cancellation no later than noon on the Thursday before. Any cancellations that occur within the 48-hour time frame of the court appearance or deposition are **NON-REFUNDABLE.**

We accept cash, money order, cashier's check, or credit cards for payment of time related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES.** All payments are due 48 hours prior to the scheduled court appearance or deposition, and no later than 12:00 noon on Thursday if the court hearing/deposition is scheduled for a Monday. By your signature below, you expressly authorize Clear Lake Children's Center to run these charges to the credit card on file in our office unless you notify us that you intend to make payment by cash, money order, or cashier's check.

Finally, if we are subpoenaed by one party to provide records or testimony in violation of this agreement, we reserve the right to terminate our professional, therapeutic relationship immediately and refer you to other mental health providers.

We will NOT perform social studies or custody evaluations. We will NOT provide recommendations regarding possession, custody, access to or visitation with minor children. We will NOT provide medication or medical advice. We will NOT provide legal advice. These services are NOT within the scope of our practice.

INSURANCE REIMBURSEMENT

Your therapist at Clear Lake Children's Center may be an in-network provider for Blue Cross Blue Shield and accordingly, we will call to verify benefits, obtain an estimate of coverage, file claims, and provide whatever reasonable information your insurance company requests from us. However, please be advised that working with your insurance company is a courtesy service provided by Clear Lake Children's Center, and we cannot guarantee that your insurance company will pay. If your insurance does not pay us for any reason, you will be responsible for your remaining balance.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services provided to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing the consent for services form, you agree that we can provide requested information to your carrier. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.

We are considered out-of-network providers for all other insurance companies and will provide services on a fee-for-service basis. Upon request, we can provide you with a form to submit to your insurance company once your invoice has been paid in full. We

Clear Lake Children's Center

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strongly encourage you to contact your insurance company prior to initiation of services to determine your out-of-network benefits. Insurance coverage varies from one provider to another and we cannot guarantee reimbursement.

By your signature below, you acknowledge that court-related services (such as giving a deposition, testifying in court or responding to subpoenas) are generally not covered or paid by insurance.

CONFIDENTIALITY

The law protects the privacy of all communication between a client and a psychotherapist. In most situations, we can only release information about you/your child's treatment and/or records to others if you provide written consent in advance. Our office respects your privacy and we intend to honor your privilege. However, there are some exceptions to your privacy that you should understand.

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. We cannot provide any information without your written authorization. However, if your records are subpoenaed or if a judge issues a court order for your records, we are legally obligated to comply. In the case of a subpoena, we will contact you so you (and/or your attorneys) can take steps to contest the subpoena. If you do nothing to contest the subpoena within three (3) days after being notified by our office, we will obey the subpoena.
2. If we believe that you are a danger to yourself or to other persons, we will contact medical or law enforcement personnel. If you have provided an Emergency Contact, by signing below you authorize us to contact that person if we believe that an emergency situation exists.
3. If you disclose information that leads us to suspect that a minor, elderly, or disabled person is being abused or neglected, we are required by law to notify authorities within 48 hours and cooperate and provide information during any resulting investigation.
4. If you file a lawsuit or a complaint against Clear Lake Children's Center or your therapist for any reason related to your therapy, we are allowed to use confidential information in our own defense.
5. If a court order, other legal proceeding, or statute requires disclosure of your information, we will obey the court order or the law.
6. If you waive the rights to privilege or give written authorization to disclose information, we will comply with your authorization.
7. Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy.
8. If your therapist learns of previous sexual exploitation by a mental health provider, she is required to report it to the district attorney in the county of the alleged exploitation and to the appropriate licensing board of the provider. The client has the right to remain anonymous when the report is filed.

Most insurance companies require a clinical diagnosis to reimburse for treatment. Some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Though all insurance companies claim to keep such information confidential, Clear Lake Children's Center has no control over what they do with it once it is in their possession. Medical data has been also reported to be legally accessed by enforcement and other agencies, which may place you in a vulnerable position. The safest way to protect confidentiality is to pay cash for treatment.

By your signature below, you acknowledge that you have been advised of these limits to confidentiality and potential risks. If you elect to use your insurance coverage to pay for treatment, we will assume that you have evaluated the stated risks and elected to proceed.

It is important that any questions or concerns that you may have now or in the future be discussed immediately with us.

USE OF ELECTRONIC COMMUNICATIONS

E-mail and text messages should be for scheduling matters only. If you choose to email for reasons other than administrative or scheduling, you understand that email is not a confidential means for communicating. Any e-mails you send to your therapist will be printed and will become part of your clinical record.

We do not allow audiotaping of sessions unless we have agreed otherwise in advance and you have signed a specific written authorization for the taping to occur. For this reason, we request that you turn your phone off when you enter our office. By your signature below, you acknowledge that you understand our policy on the audio taping of sessions and you agree to abide by it.

We do not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as the therapy relationship. If you happen to encounter your therapist by accident through social media or the internet please feel free to discuss this with your therapist in session. Your therapist will not accept "friend" requests from current or former clients on any psychotherapy related profiles on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, we request that clients do not communicate with their therapist via any interactive or social networking websites.

We would never post information about a client on a public website. We ask that you respect your therapist's privacy and refrain from posting any "reviews" or other information regarding our practice on any website such as HealthGrades, Angie's List, or other forum for posting public reviews of health care providers. By your signature below, you agree that you will not post any "review" or any other information on any website without prior written permission from Dr. Becky Siekierski. If we believe that you have violated this agreement, we reserve the right to terminate our professional relationship immediately and refer you to other mental health professionals.

INTERACTIONS OUTSIDE THE OFFICE

If your therapist happens to see you outside of the professional setting, she will not address you unless you address her first. This is for the protection of your privacy from those who may be with you. Your therapist is happy to return a friendly greeting but will allow you to take the initiative if you would prefer to do so.

PROFESSIONAL RECORDS

Documentation of sessions consists of a summary of each meeting and may include general issues addressed, possible symptom presentation or change, level of functioning, mental status, diagnosis and treatment plans. Texas law requires that we maintain appropriate treatment records for at least 7 years from the last date of service or 3 years after the client or evaluation subject reaches the age of 18, whichever is longer. As a client, you have the right to obtain a copy of your records upon submission of a written authorization. The records of your treatment will contain confidential information about you. Texas law requires that all requests to review or obtain copies of your records must be made in writing. In our practice, we require that clients sign an appropriate authorization before we release any records to them. Records of therapy can be misinterpreted and/or can be upsetting to lay readers. In accordance with 22 Texas Administrative Code §465.22(c), psychological test data are not considered to be part of a client or evaluation subject's file, and may only be released to another professional with your written authorization, or as required by a Court Order. If you request a copy of your records, we will provide them to you within 15 days of receiving the request unless we believe that to do so would endanger the client's life or the life of another person. If we believe that we must withhold the records due to a situation involving life endangerment, we will write you a letter to explain the reasons for withholding the records and your options and provide you with the option of purchasing the parts of your file that are not being withheld. We have determined that a reasonable, cost-based charge for providing you with a copy of your records will be \$25 for the first 25 pages and \$0.50 for every subsequent page. Absent a medical emergency, we are not required to provide copies of requested records until the fee is paid.

PLAN FOR PRACTICE IN CASE OF DEATH OR DISABILITY

In the event of Dr. Siekierski's death, incapacity, or disability, we have made arrangements for another mental health provider to take over the practice, assume control of records, meet with clients, make appropriate referrals to other providers, if necessary, and take all reasonable steps to manage the practice for the benefit of all clients. By your signature below, you authorize the designee to contact you directly, and use and disclose your confidential mental health information and records for the stated purposes.

COMPLAINTS

You have a right to have your complaints heard and resolved in a timely manner. If we cannot work things out to your satisfaction you may inform your insurance carrier and file a complaint with them or with the Texas State Board of Examiners of Psychologists (re: Dr. Siekierski, LP or Dr. Sowell, LP), at (800) 821-3205, or the Texas State Board of Examiners of Professional Counselors (re: Rona Smith, LPC or Sherry Burton, LPC), at (800) 942-5540. If you have a complaint concerning the HIPAA Privacy Regulations, you may contact the U.S. Department of Health and Human Services, Office for Civil Rights, at OCRMail@hhs.gov.

PLEASE INITIAL

_____ I understand the nature of the proposed therapeutic treatment and I give my informed consent for psychotherapeutic treatment by Dr. Becky Siekierski, Rona Smith, LPC, Sherry Burton, LPC, and/or Dr. Morgan Sowell.

_____ I understand the stated fees and I accept financial responsibility for payment of all fees at the time of the visit, unless other arrangements have been made. I have also been informed regarding fees related to legal proceedings and Clear Lake Children's Center's litigation policy and I agree to abide by it.

_____ I agree to pay \$75 for any missed appointments, and I understand missed appointment fees are not covered by insurance. I understand that I can avoid this fee by giving 24 hours advance notice if I must cancel or reschedule an appointment.

_____ I understand that if I am experiencing a medical or mental health emergency, I have been advised to dial 911 or go to nearest emergency room, and I agree to abide by these instructions.

_____ I have been given a copy of Clear Lake Children's Center's Notice of Privacy Practices ("Notice"), which describes how my health information is used and shared. I understand that Clear Lake Children's Center has a right to change this Notice at any

time. I may obtain a current copy by contacting the practice's Privacy Officer, or by visiting Clear Lake Children's Center's website at: www.clearlakechildrenscenter.com.

ACKNOWLEDGEMENT AND SIGNATURE PAGE

I have read the Clear Lake Children's Center Notice of Privacy Practices ("Notice") and Informed Consent and Therapy Agreement ("Agreement") carefully. I understand the terms of the Notice and the Agreement and I agree to comply with them.

I understand that the Notice may be changed from time to time, as required by law. I also understand that I may not be notified when any changes are made, but the current version of the Notice will always be on the website for Clear Lake Children's Center.

I have had a chance to ask questions about the Notice and Agreement before signing below. I understand that the Agreement is a contract between me and Clear Lake Children's Center and its providers, and may be enforced as a written contract. I agree that the Agreement will stay in effect until I revoke it in writing. I understand that any written revocation must be dated after the date of the Agreement and must be provided to Dr. Becky Siekierski before the revocation will take effect. I agree that a copy of the Agreement has the same force and effect as the original.

Signature of Parent/Guardian

Date Signed

Printed Name of Client (Child)

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