

CLIENT SERVICES AND INFORMED CONSENT AGREEMENT

Broadway Counseling Center

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806-281-4731

Welcome to the Broadway Counseling Center. This document contains important information about our services and business policies. It also contains information about privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment and payment. Although this document is long and sometimes complex, it is very important that you read it carefully before beginning your first session. Your therapist can discuss any questions you have about the procedures explained in this document. When you sign this document, it will also represent an agreement between us.

PROFESSIONAL DISCLOSURE STATEMENT

The BROADWAY COUNSELING CENTER is committed to offering the highest quality of counseling services to the community. My name is Randy Porter. I have a Masters degree in Marriage and Family Therapy and am a Licensed Marriage and Family Therapist in the state of Texas.

I work with individuals, couples, and families from across the lifespan dealing with various issues in their lives. Although I am capable of handling a variety of problems, there may be situations that I will recommend you to another specialized therapist so you will be better served. Please note that I am not a Psychiatrist, (who is a medically trained doctor), so I am unable to prescribe medication. Also, I am not a Licensed Psychologist and I am unable to administer certain diagnostic tests. Further, I do not provide custody evaluations, and if you require this service, I will provide you with a referral to a professional equipped to do so.

My approach is an empathetic talk therapy approach that incorporates multiple systemic therapeutic theories of practice such as Attachment, Restoration Therapy, Mindfulness, Cognitive/Behavioral, Bowenian, and Solution Focused Therapy Models. My foundation is Christian based, and when appropriate with client consent, I may incorporate the faith of the client(s) along with aspects of spiritual formation such as prayer, bible study, worship, service, small groups, etc. into the therapeutic interventions. **PLEASE NOTE** I strive be aware of the client's stance regarding Christianity and will at no time impose my beliefs. My foremost concern will be to provide a safe environment to journey with a client, being respectful of their needs, while guiding them to a place of emotional healing.

RISK AND BENEFITS

It is agreed that the client shall make a good-faith effort at personal growth and engage in the counseling process as an important priority at this time in his/her life. Therapy is designed to assist clients in resolving issues and dealing with painful life problems. Your counselor will make every effort to make therapy successful in this manner; however, you should know that therapy is no guarantee that

you will "solve" your problems and that issues will be resolved. Furthermore please be aware, that through the course of therapy, we may expose issues that may cause additional problems to you and bring more life distress. Participation in therapy means that you accept these risks and are willing to deal with the potential problems. Suspension, termination, or referral shall be discussed for lack of commitment or for any unresolved conflict or impasse between counselor and client as soon as possible.

Experiences of therapy vary depending on the personalities of the therapist and client(s) and the particular problems the client(s) is experiencing. If you have questions about procedures at BROADWAY COUNSELING CENTER, you should discuss them with your therapist whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional as our goal is your health and growth.

MEETINGS

Sessions are typically 50 minutes in length and typically occur weekly or every other week. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless both you and your therapist agree that you were unable to attend due to circumstances beyond your control). If the BROADWAY COUNSELING CENTER closes for inclement weather or any other reason, reasonable attempts will be made to contact you if you are scheduled for an appointment.**

PROFESSIONAL FEES

Our fees are determined by a sliding scale based on your family's gross household income. The fee scale is as follows:

\$0 - \$20,000	\$40	_____	(initial)
\$20,000 - \$35,000	\$45	_____	(initial)
\$35,000 - \$60,000	\$50	_____	(initial)
\$60,000 - \$75,000	\$55	_____	(initial)
\$75,000 - \$90,000	\$60	_____	(initial)
\$90,000 and above	\$65	_____	(initial)

(Please indicate which fee category your family falls within.)

If there are any questions about this fee they can be discussed with your therapist. The fee is for each 50-minute time period that you schedule and/or spend in therapy. Payment is requested at the time services are rendered and may be made with cash, check, or credit card. Some scholarships are available to help those in need.

Clients sometimes request other services, and there are charges for these services. The fee for report writing (psychological evaluations, treatment summaries, etc.) is \$100 per hour with a minimum of two hours paid in advance. The fee must be paid in full before the document is released.

When honoring a subpoena to appear in court, regardless of whether or not the therapist actually testifies or the testimony provided is deemed favorable to your case/cause, the minimum fee is \$400. This minimum fee reflects the first four (4) hours of travel time, preparation, or court appearance. After

the first four (4) hours the normal hourly court rate of \$75 will apply. Additional expenses such as parking fees, copies, etc. will be billed to the client and/or attorney.

If you, or someone representing you, requests your clinical record there is a \$25 file location fee (if the request occurs after you have terminated therapy at the BROADWAY COUNSELING CENTER), a fee of \$50 per hour for the time spent gathering and preparing the records, and 10 cents per page copying fee.

CONTACTING YOUR THERAPIST

TELEPHONE AVAILABILITY

If you need to contact me between sessions, please let a message on my voicemail. I am often not immediately available; however, I will make every effort to return your call within 24 hours. If you are wanting to notify me of a scheduling change, you can either call and leave a voicemail or send a text (please note below the limits to electronic communications before texting). I will not have phone sessions. If you need to discuss anything over the phone between sessions, I will prorate your fee with anything lasting over 20 minutes. If a true emergency situation arises, please call 911, go to the nearest emergency room, or call the Crisis Hotline at 1-800-758-3344.

I typically carry my phone with me from 8am to 8pm Monday through Friday. From 8pm on Friday until 8am on Monday, I typically do not carry my phone and may not respond to messages or phone calls.

SOCIAL MEDIA

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact request from current or former clients on any social networking sites (Facebook, Twitter, LinkedIn, Tumbler, SnapChat, Instagram, Pinterest, Kik, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

SKYPE AND VIDEO CONFERENCING PLATFORMS

Sometimes we will use Skype to have sessions if you live out of town or if there is a situation and we decide to have session while I am out of town. I want to be sure to clarify that Skype is NOT HIPAA compliant. This means that it is not completely secure in regards to privacy standards. By choosing to have a Skype session you understand that privacy/confidentiality could be compromised.

CONFIDENTIALITY OF MESSAGING; TEXT, EMAILS, AND VOICEMAIL

While I work to ensure the privacy of information I receive, I cannot guarantee the confidentiality of any form of communication through digital/electronic media, including text messages, voicemail, and email. If you prefer to communicate through these digital mediums for issues regarding scheduling or cancellations, I will do so. I request that you do not use these digital mediums to discuss therapeutic content. I cannot guarantee immediate response. I will NOT respond to emergency requests through text messaging or emails. If there is an emergency, please call 911 or go to the nearest emergency room. I will not respond to text messages sent while intoxicated.

I understand the limited nature of confidentiality afforded by digital/electronic mediums (text messages, voicemail, and email). _____ (initial)

Knowing these limits, I give my consent for communication for scheduling, session reminders, and/or cancellation purposes via:

Email _____ (initial) Voicemail: _____ (initial) Text Messaging: _____ (initial)

At times clients find reminders of scheduled sessions helpful. Would you be interested in a digital reminder? _____ Yes _____ No

Which form of reminder would you prefer? Text _____ Voicemail _____ Email _____

LIMITS ON CONFIDENTIALITY

The BROADWAY COUNSELING CENTER offers confidential counseling in so far as allowed by the laws of the State of Texas. This means that your therapist has a responsibility to protect information received from you during treatment. In order for any information about you to be shared, you must first sign a Release of Information that allows your therapist to communicate only with the person identified on the release and only regarding specific information identified by you.

Under certain conditions, the laws of the State of Texas allow exceptions to confidentiality. These exceptions occur under the following circumstances:

1. Your therapist is required to report known or suspected child abuse or neglect and to report known or suspected abuse of the disabled or elderly. This information is required to be shared with the Department of Human Services, division of Child and/or Adult Protective Services.
_____ (initial)
2. Your therapist may give information to law enforcement or medical personnel in order to protect clients and others when there is a probability of imminent physical danger, including the potential for suicide or homicide on the part of the client. Your therapist may also disclose information to law enforcement or medical personnel in order to protect you from immediate mental or emotional injury. Your therapist may be required to disclose information to the courts regarding treatment information in proceedings affecting the parent-child relationship.
_____ (initial)
3. A therapist may disclose confidential information in proceedings brought by a client against a professional. _____ (initial)
4. Confidentiality is not protected in connection with criminal proceedings, except communication by a person voluntarily involved in a substance abuse treatment program. _____ (initial)
5. 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 client-therapist confidentiality. Your therapist cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. _____ (initial)

While this summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your therapist any questions or concerns you may have now or in the future.

ELECTRONIC RECORDING

As a method of providing the highest level of care and improving our therapy services the BROADWAY COUNSELING CENTER may choose to record a session electronically (**i.e. video recording or audio recording**) for review or consultation. All records are protected and confidential in the same fashion as client records. You will be informed should this take place.

MINORS & PARENTS

When treating a minor client (a person aged 18 and under), I 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 a minor. If the treatment, however, is for suicide prevention, chemical addiction or dependency, or sexual, physical, or emotional abuse, the law provides that parents may not access their child's records. For children between 16 and 18, because privacy in therapy is often crucial to successful progress, this can lead to a potential problem in therapy. I must work diligently to maintain a balance between a teenager's felt need for privacy/confidentiality and a parent's right to access their child's records. I will work prudently with my clients to find balance for the good of the teenager, unless I believe that the client is in danger or is a danger to someone else, in which case the parents will be notified immediately of my concern.

PROFESSIONAL RECORDS

I am are required by law to maintain the privacy of and provide individuals with a copy of our "Notice to Privacy Practices" of our ethical and legal duties in regards to your protected health information in all forms (i.e. all paper and/or electronic data). A copy of this notice is on our website, attached with this informed consent and available in paper form. A copy will be provided to you at no cost upon your request. If you have any objections to the Notice, please speak with your therapist.

The BROADWAY COUNSELING CENTER keeps your Protected Health Information (PHI) in two sets of professional records that are kept for seven years for adult clients and for ten years past the 18th birthday of minor clients. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone. Except in unusual circumstances that involve danger to yourself or others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to the laws of the State of Texas, psychological test data are not part of a client's record. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. As mentioned earlier in this document, BROADWAY COUNSELING CENTER charges a \$25 fee for locating your Clinical Record, a fee of \$50 per hour for the time spent gathering and preparing the records, and a 10 cents per

page copying fee. If we refuse your request to your Clinical Record, you have a right of review, which we will discuss upon your request.

In addition to the Clinical Record, BROADWAY COUNSELING CENTER also keeps a set of psychotherapy notes. These notes are for your therapist's own use and are designed to assist him/her in providing you with the best treatment possible. While the contents of the notes vary from client to client, they can include the contents of your conversations with your therapist and your therapist's analysis of those conversations. Psychotherapy notes may also contain particularly sensitive information that you may reveal to your therapist that is not required to be included in your Clinical Record. These notes are kept separate from your Clinical Record and are not typically released to others. You may examine and/or receive a copy of your psychotherapy notes unless it is determined that releasing them would be harmful to your physical, mental, or emotional health.

PAYMENTS

You will be expected to pay for each session at the time it is held. **You will not be seen for therapy when your account is in arrears two sessions unless some prior arrangement has been made between yourself and your therapist.** As stated previously, you will be required to pay the fee for scheduled sessions for which you do not provide at least 24 hours advance cancellation notice.

If an organization you are associated with or an individual not currently involved in the scope of our therapy has agreed to pay for your therapy at BROADWAY COUNSELING CENTER, you will be asked to sign a Release of Information that will allow us to bill the organization for your time in therapy. Only the number of sessions you have attended and the amount billed for those sessions will be shared with the organization. If you do not wish to sign this Release, we will not be able to bill the organization, and you will be responsible for payment.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

If you no show our scheduled appointments twice, or you cancel scheduled sessions repeatedly, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued and therapy services will be terminated.

If you would like a copy of this form for your records please let me know.

Randy Porter, LMFT (License # 202062) - 1924 Broadway Lubbock, TX 79401 (806) 281-4731

Revised: July 28, 2017

Client Initials: _____

CLIENT AUTHORIZATION

I, _____, the client, have read and voluntarily agree to the terms outlined in this Client Services and Informed Consent Agreement and give consent for therapy. Further, I understand that the Broadway Counseling Center will abide by the above mentioned policies, procedures, and techniques in providing my treatment and training its therapists. I hereby release you, as custodian of my Clinical Record for the period of seven years, both individually and collectively, from any and all liability for damages of whatever kind may at any time result to me, my heirs, family, or associates because of compliance with this authorization for information and any other attempt to comply with it.

Client Signature

Date

Email

____ - ____ - ____
Phone

If the client is a minor child, then as parent, legal guardian, or managing conservator of this minor child, I do hereby authorize the Broadway Counseling Center to provide therapeutic services and agree to the terms of this agreement to my child.

Parent or Guardian Signature

Date

Randy Porter, LMFT

Date

If you wish to file a complaint against a therapist at the Broadway Counseling Center, you may contact the Texas State Board of Marriage and Family Therapists Complaints Management and Investigative Section at 1-800-942-5540.

BCM 01. _____

Client Initials: _____