

Lisa K. Wheeler, M.A., LPC, PLLC

Client Agreement/Informed Consent

Overview:

Lisa K. Wheeler, M.A., LPC, PLLC is an independent agency, and has no relationship with any managed care or insurance company. I do not accept third party reimbursement and are therefore under no obligation to such entities with regard to client services or information. My psychotherapy services are offered to individual adults, couples, families, and adolescents, usually on a once-per-week basis. I also periodically offer group psychotherapy for a variety of different issues.

Services Offered:

My psychotherapy services are typically offered on a once-per-week basis. Although there are many definitions and philosophies of psychotherapy, I offer my own unique approach to treatment in unison with your goals, desires and preferences. The following is a brief description of my philosophy of the services I provide:

Psychotherapy in its broadest definition is about growth. It is about living more authentically and autonomously by removing defenses and other “survival” responses that were developed during one’s life, most often in childhood. One goal of therapy is to replace these functional, yet no longer appropriate, patterns with responses that are more congruent with the individuals’ present life and social environment. During the initial stages of therapy, an understanding of the process and a beginning awareness of the underlying issues take place.

During the intermediate stages of psychotherapy, the initial awareness and understanding progress to a more active status, in which old patterns begin to be replaced with more appropriate, healthy responses. Functionality increases, while negative emotional responses and behaviors decrease.

A client becoming increasingly able to continue the growth process on their own designates the final stages of therapy. They in essence, and again to varying degrees, become their own therapist. The safety and support of the therapeutic medium has been replaced with an internal autonomy and authenticity, allowing them to face their own issues, and adjust their psychological course as necessary and desired.

Confidentiality:

I understand that Texas state law requires that information provided to mental health practitioners remain confidential, and I make every effort to ensure confidentiality is maintained with respect to all aspects of your treatment. As my client, you agree to the following exceptions to confidentiality, in which case information may be disclosed to the appropriate authorities/agencies/individuals:

- If I have reason to believe that you may harm yourself or others.
- If I have reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or has a disability.
- Ordered disclosure by state or federal courts.

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In addition, I require disclosure of information in the following circumstances:

- A signed release form granting permission to designated third parties to receive information (as needed).
- In the case of minors, parents or legal guardians have access to their child's records, unless emancipated.

In the case that emails or text messages are exchanged with therapy related discussions, confidentiality is not guaranteed but will be protected to the best of my ability.

Appointment Scheduling/Attendance/Cancellation:

Regular psychotherapy promotes faster healing and progress, so it is important that you attend your scheduled therapy session consistently. My policies are outlined below.

- If I cannot attend a session, I agree to notify at least 24 hours in advance whenever possible.
- I understand that I will be charged for any session cancelled with less than 24-hours notice.
- I reserve the right to transfer/terminate services at any time, for any reason I consider therapeutically appropriate.

There are policies/procedures in place allowing for exceptions to the above policy. Please discuss any concerns or special circumstances you may have. Please note that exceptions to the above attendance policy do not necessarily relieve responsibility for payment of those sessions.

Length and number of sessions:

Sessions typically last 50 minutes. They are expected to begin promptly, and end at the scheduled time. Although it is understood that there may be instances when you arrive late for a session, late arrival will not extend the scheduled ending time for the session. It is also expected for me to be on time, and will offer appropriate remedy if late, such as making the time up, prorating the fee, etc. The total number of sessions is dependent on a number of factors including your goals, timeframe, rate of progress, etc. It should be noted again that psychotherapy resulting in lasting change is often a long-term process, lasting several months or longer. Please discuss any issues/concerns you have so that an appropriate treatment plan can be formulated which will best suit your needs/desires.

Fee/Payment:

With regard to payment for services:

- Payment is due at the time of service delivery.
- I agree to pay a \$20.00 service charge for each check that is returned.
- If I have an arranged payment based on a sliding scale, I agree to give notice of changes in my income or household size that could affect my fee.

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Risks of Counseling:

There are certain risks associated with the counseling process that should be understood before work progresses. These risks are sometimes associated with lack of knowledge regarding the therapeutic process, while most, when experienced, are direct consequences of positive therapeutic movement. Some of the more common risks that you should be aware of are:

- Long-lasting psychological change often requires a significant investment of time, often longer than a client's initial perception.
- Clients often experience deterioration in emotional and psychological stability at different times during the therapeutic process. This often occurs during the beginning stages of therapy, but may occur at any point, often brought on by an awareness of previously unconscious, emotionally-laden material.
- Relationships are often affected as a result of therapy. Significant relationships will often experience varying degrees of tension. This is often the most prevalent within family relationships, but may extend beyond into one's social and professional life.

Therapeutic Relationship:

The relationship between therapist and client is the container through which client change can take place. As such, it is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapy office. Although this is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment.

Therapist Orientation and Credentials:

There are many different approaches to the therapeutic process. I will work with you to provide you with the most appropriate interventions for your particular issue(s)/goals. Please discuss any concerns or questions you have regarding your treatment with me at any time during the process.

Confidentiality With Regard To Minors:

The parents or legal guardians of clients under the age of 18 have the right to access their child's psychological records. The exception to this is in the case of an emancipated minor. A minor is emancipated if he or she is on active duty with the armed services, is married, or is 16 years of age or older and resides separate and apart from his/her parents, managing conservator, or guardian and manages his/her own financial affairs. I will discuss with you the limitations, procedures, and implications with regard to your child's records and progress.

Termination of Therapy:

I reserve the right to terminate therapy at my discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, or clients' needs are outside of my scope of competence or practice. The client (or the parents if the client is a minor) has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the therapist will generally recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination

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experience and give both parties an opportunity to reflect on the work that has been done. I will also attempt to ensure a smooth transition to another therapist by offering referrals to the client.

Complaints/Greivances:

- Texas State Board of Examiners of Professional Counselors (512) 834-6658
- Mailing address: 1100 West 49th Street, Austin, TX 78756

If you are in crisis, please call the 24-hour crisis hotline at 472-HELP or 911. While I do assist and support those in psychological or spiritual crisis, I may not be available to respond to emergency situations. **If you need immediate assistance, please contact the hotline at 472-4357 or 911.**

Privacy Notice

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY..

MY PRIVACY COMMITMENT TO YOU

Your privacy is of utmost importance to me. The information I have about you will be held to the highest levels of confidentiality. I am required by law to give you a notice of my privacy practices and to maintain the privacy of your confidential information. Unless you give me permission in writing, I will only disclose your information when I am ethically or legally required to do so.

Your Confidential Information

This notice applies to the information and records I have about your counseling, mental health status, and the care and services you receive at this office.

I am required by law to give you this notice. It will tell you about the ways in which I may use and disclose information about you and describes your rights and my obligations regarding the use and disclosure of that information.

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HOW I MAY USE AND DISCLOSE INFORMATION ABOUT YOU

Special Situations

I may use or disclose information about you without your permission for the following purposes, subject to all applicable legal requirements and limitations:

To Avert a Serious Threat to Health or Safety I may use and disclose confidential information about you when necessary to prevent a serious threat to your health and safety or the health and safety of another person. I also may disclose information relative to the disclosure of past or present knowledge of child abuse or abuse of the elderly.

Required by Law I will disclose health information you when required to do so by federal, state or local law.

Lawsuits and Disputes If you are involved in a lawsuit or a dispute, I may disclose information about you in response to a court or administrative order. Subject to all applicable legal requirements, I may also disclose information about you in response to a subpoena.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION

I will not use or disclose your confidential information for any purpose other than those identified in the previous sections without your specific, written *Authorization*. I must obtain your *Authorization* separate from any *Consent* I may have obtained from you. If you give me *Authorization* to use or disclose confidential information about you, you may revoke that *Authorization*, in writing, at any time. If you revoke your *Authorization*, I will no longer use or disclose information about you for the reasons covered by your written *Authorization*, but I cannot take back any uses or disclosures already made with your permission.

YOUR PRIVACY RIGHTS

You have the following rights regarding health information we maintain about you:

Right to inspect and copy You have the right to inspect and copy your health information, such as progress notes and billing records. You must submit a written request to me in order to inspect and/or copy your information. If you request a copy of the information, I may charge a fee for the costs of copying, mailing or other associated supplies. I may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your information, you may ask that the denial be reviewed.

Right to amend If you believe information I have about you is incorrect or incomplete, you may ask me to amend the information.

To request an amendment, complete and submit a Record Amendment/Correction. I may deny your request for an amendment if it is not in writing or does not include a reason to support the request.

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Right to an accounting of disclosures You have the right to request an “accounting of disclosures.” This is a list of the disclosures we made of confidential information about you. To obtain this list, you must submit your request in writing. It must state a time period, which may not be longer than six years and may not include dates before May 1, 2010. Your request should indicate in what form you want the list (for example, on paper, electronically). I may charge you for the costs of providing the list. I will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to request restrictions You have the right to request a restriction or limitation on the confidential information we use or disclose about you for any of the purposes outlined above. You also have the right to request a limit on the information I disclose about you. I am not required to agree to such requests.

Right to request confidential communications You have the right to request that I communicate with you about treatment matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or through email. I will not ask you the reason for your request. I will accommodate all reasonable requests.

Right to a paper copy of this notice You have the right to a paper copy of this notice. You may ask for a copy of this notice at any time. Even if you have agreed to receive it electronically, you are still entitled to a paper copy. To obtain such a copy, contact your therapist.

Changes To This Notice

I reserve the right to change this notice, and to make the revised or changed notice effective for confidential information we already have about you as well as any information we receive in the future. I will post a summary of the current notice in the office with its effective date in the top right-hand corner. You are entitled to a copy of the notice currently in effect.

Complaints and communications to the Federal Government

If you believe that your privacy rights have been violated, you have the right to file a complaint with the federal government. You may write to:

Office for Civil Rights
US Department of Health & Human Services
150 S. Independence Mall West
Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111
Email: ocrcomplaint@hhs.gov

You will not be penalized for filing a complaint with the federal government.