

The Child & Family Guidance Center of Texoma, also known as CFGC, is dedicated to empowering children, teens, adults and families to strengthen and improve their lives. The first session will be one in which you and your therapist identify your needs/concerns and determine how best to help you, your child/children, and/or other family members. The following forms will provide information about consent of treatment, payment and insurance reimbursements, scheduling sessions, confidentiality, HIPAA, authorization of release of information to and/or from any professionals who are/have been involved with your care (doctors, therapists, school counselors, teachers, probation officers, etc.), legal requests and records.

If at any time CFGC is not able to serve your needs, you will be referred to other more appropriate services. Please feel free to discuss ongoing therapy questions/concerns at any time with either your therapist or clinical director. We want to provide you the best possible care, and we continually strive to improve services; therefore, you will be asked to complete some questionnaires during the time you are in counseling. Please discuss your responses with your therapist so that she/he/they can learn how counseling is helpful to you, or so that necessary changes can be made to better meet your needs. When you are ready to terminate therapy, we will ask you to complete a client satisfaction survey about your experience at Child & Family Guidance Center of Texoma. Periodically we perform research studies to measure our effectiveness, and we invite you to participate.

**APPOINTMENTS, CANCELLATIONS, MISSED APPOINTMENTS:** Unless a verifiable emergency exists, clients are expected to cancel or re-schedule appointments **24 hours** in advance. CFGC's voicemail will record the day and time of all messages left. If two or more appointments are cancelled under 24 hours or missed within a 2-month time frame, CFGC reserves the right to refer client elsewhere for services. Counseling sessions can be conducted by phone and will be billed at the regular rate. A phone session will be scheduled the same way as an in-person appointment.

## WAITING ROOM SAFETY POLICY

For the safety of children served at Child & Family Guidance Center CHILDREN UNDER THE AGE OF 12 CANNOT BE LEFT WITHOUT ADULT SUPERVISION AT ANY TIME IN THE WAITING ROOM, UNLESS APPROVED BY YOUR CHILD'S THERAPIST

The Child & Family Guidance Center is not responsible for supervising children while parent/guardian receives services.

**LITIGATION** LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to <u>divorce and custody disputes</u>, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on CFGC or its therapists to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. However, if any exceptions occur, you will be charged at the prevailing current rate for such services, and some services will require pre-payment. **Your counselor will not** provide an opinion to the court about custody, parenting ability, or similar matters, as this is beyond the scope of our services.

CUSTODY AGREEMENT & COURT ORDER DOCUMENTS: We are required by Texas Administrative Code to have a copy of any custody agreements or court orders including adoption decrees before we can see a minor for therapy. If you arrive without these documents, the appointment must be rescheduled until a copy can be obtained. Title 22, Texas Administrative Code, Subchapter C Rule 681.41states prior to the commencement of counseling services to a Revised 6.21.2023

minor client who is named in a custody agreement or court order, a licensee shall obtain and review a current copy of the custody agreement or court order, as well as any applicable part of the divorce decree. A licensee shall maintain these documents in the client's record. When federal or state statutes provide an exemption to secure consent of a parent or guardian prior to providing services to a minor, a licensee shall follow the protocol set forth in such federal or state statutes.

## **MISCELLANEOUS**

- 1. If either parent or child is sick, PLEASE, call CFGC to reschedule your appointment.
- 2. When Sherman schools are closed due to bad weather, CFGC is CLOSED also. This is SUBJECT TO CHANGE. If the Center can open scheduled clients will be notified.

**NOTE:** Some therapists at CFGC are Masters or Doctoral level counselor interns who may see clients. All interns are supervised by licensed supervisors. Interns and therapists may discuss your case with their supervisor and/or other professionals at the Child & Family Guidance Center in order to provide the best services for you. For training purposes, sessions conducted by interns may be videotaped and/or record.



## **CLIENT SERVICES AGREEMENT**

## I. CONSENT FOR TREATMENT /EVALUATION

Child & Family Guidance Center of Texoma (CFGC) strives to provide evidence based, culturally competent, trauma informed care. CFGC will screen, assess, determine need for treatment, and provide recommendations. Recommendations will be explained to clients and caregivers either in writing, verbally, or with psychoeducational materials. CFGC will provide translation services if needed. You have the option to accept or reject the recommendations made to you.

CFGC provides some services by means of grant funded programs. In accordance with grant requirements, data may be collected and reported for grant tracking purposes. You have the option to decline participation in a grant funded program and/or decline to participate in data collection. Should you choose not to participate this will not impact access to treatment services. If applicable, you will present a copy of your divorce decree and/or custody document(s), etc., certifying your legal authority to seek psychological services for the named client.

## II. PAYMENT OF SERVICES

The cost of your initial session is \$130.00. The regular session fee is \$100.00- \$125.00 for individual and family sessions. **Payment is required at time of service**.

- You are responsible for contacting your insurance company to pre-certify benefits and/or to obtain authorization for services.
- CFGC accepts payment from Medicaid, CHIP, and other insurance carriers and provides discounts or sliding scale fees to underinsured or uninsured clients respectfully. If a discount is provided, your insurance will not be billed.
- Sliding Scale fees are based on the **TOTAL NET** household income (including income from ALL persons living in the home) and based on the number of people supported by the total income(s). To qualify you must provide proof of NEED by providing household income information (pay stubs, W-2's, child support, unemployment, and disability, etc) at the first appointment.
- You are ultimately responsible for any service fee(s) not covered by your insurance carrier. Co-pays, sliding scale fees, and non-covered services are payable at time of service unless other arrangements have been made.
- All returned checks will result in a **\$25.00 non-sufficient funds service fee**. Before any future visits occur, the service charge PLUS the value of the check must be paid by **cash or money order**.
- When therapy is ended with CFGC, your account must be paid in full.
- CFGC requires a signed credit card authorization form and credit card on file. CFGC will run the payment for services after you check-in for your appointment.
- **III. TREATMENT:** You must be committed to attend sessions on a **REGULAR** basis to receive the greatest benefit from therapy or assessment. Although you may stop therapy or assessment at any time, you agree to inform your therapist of your decision **BEFORE** your last session. If your therapist believes that you can receive more effective treatment elsewhere, you will be given referrals. Please understand that you **CANNOT** attend a session if you are under the influence of alcohol or drugs, or if you are in possession of dangerous weapons. Please understand you may be asked to transfer to another therapist in the event your therapist leaves the center or is no longer a provider on the grant program that is funding your services.

## IV. APPOINTMENTS, CANCELLATIONS, MISSED APPOINTMENTS

CFGC's voice mail will record the day and time of all messages left. If two or more appointments are canceled

under 24 hours or missed within a 2-month time frame, CFGC reserves the right to refer you elsewhere for services or place you on same day only appointment status. Counseling sessions can be conducted by phone and will be billed at the regular rate. A phone session will be scheduled the same way as an in-person appointment.

### V. EMERGENCIES:

Your therapist is not available 24 hours a day. In the event of an emergency or crisis between scheduled appointments and you are unable to reach your therapist, seek help by calling 911 if it is a life-threatening situation, or go to your nearest emergency room.

## CONFIDENTIALITY STATEMENT

## **Clients Who Are Dependents:**

If you are requesting services for a child as the guardian, the parent, or Managing Conservator/Possessory Conservator of that child, it will be critical that the child trust the therapist. With your understanding in advance, we shall keep what your child says/does confidential.

If we think it would be helpful to share a specific detail with you, we shall first ask the child's permission to do so, or we shall encourage the child to do so. It is important to the therapy process that he/she/they does not think the parent and the therapist are conspiring against him/her/them in any way. You have the right and responsibility to question the therapy process, to understand the nature of activities with the child, and to be informed of the child's progress. We have the right to use our clinical discretion as to what is appropriate disclosure. We shall review the child's progress in therapy with you, and we want to obtain feedback from you regarding your interactions with the child and observations of the child in various settings. In this way, we shall work as a team. We shall value your consultations with us and your involvement. We shall discuss with you how you can participate effectively in the child's treatment and progress outside of therapy.

## **Client Rights:**

Clients are also assured of confidentiality, which is a protected ethical right and a Texas state law, subject to legal limits. Cases may be discussed with other therapists within this agency to provide continuing care and/or treatment options. Should we believe it beneficial to us and to you to consult with another professional outside our agency regarding your case, we shall notify you and obtain a release of information signed by you. At times, we may seek professional supervision or consultation of the case without identification of the client in any way.

There are some exceptions to confidentiality, which are addressed below.

## **Duty to Warn - Confidentiality**

## The following are exceptions to confidentiality:

- We are required by law to report any incidence of suspected child abuse or neglect in order to protect the child involved. This also includes suspected abuse, neglect or exploitation of elderly or disabled persons;
- Information disclosed about a person from whom you sought counseling behaving toward you in a sexually inappropriate manner must be reported (your identity may remain anonymous).
- In legal cases, we or our records may be subpoenaed by the court system;
- Whenever obligated by law or a judge to share confidential information;
- Whenever there is a legal exception to confidentiality;
- You authorize us to notify relevant other (including a possible victim) and/or law enforcement authorities, if we judge that a client has an intention to harm self or others.

#### Other Exceptions to Confidentiality are as follows:

- Managed care organizations usually require that we consult with their case managers and
  provide progress updates to their organization. This is how their personnel determine
  whether to provide you with necessary authorization for visits. If you have a managed care
  plan, we have no control over the data required by your organization once it leaves our
  office
- Insurance verification and insurance billing purposes.
- In divorce cases in which parents share joint custody, either parent has a right to the child's record, unless otherwise stipulated in the custody agreement.
- If you wish utmost confidentiality to be preserved, consult your attorney and suggest/advise a Motion to Quash

or a Protective Order. You are responsible to protect the file.

## **Recording of sessions:**

Under no circumstances should sessions be audio or visually recorded by clients or guardians without the consent of the therapist and discussion as to the reasons for recording the session. Recording sessions without the therapists having prior knowledge is grounds for immediate refer outside of the agency.

# CONSENT TO USE OR DISCLOSE INFORMATION FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS (TP0)

Federal regulations (HIPAA) allow CFGC to use or disclose Protected Health Information (PHI) from your record in order to provide treatment to you, to obtain payment for the services we provide, and for other professional activities (known as "health care operations"). The Notice of Privacy Practices describes these disclosures in more detail. We reserve the right to revise the Notice of Privacy Practices at any time. If we do so, the revised Notice will be available in the waiting room. You may ask for a printed copy of our Notice.

CFGC creates and uses a record of your health history and related financial information that may be used for:

- Continuing care and treatment.
- A way of communicating with other health care professionals who are involved in your care.
- A means of deriving information used in billing for your care.
- A means of responding to insurers' requests for information about your care.
- Review of quality assessment projects designed to help CFGC improve its ability to provide good health care
- Data collection purposes for the use of either 1) securing grant funding or 2) reporting data for grant requirements.

You may ask us to restrict the use and disclosure of certain information in your record that otherwise would be disclosed for treatment, payment, or health care operations; however, we do not have to agree to these restrictions. You can revoke this consent at any time; however, the revocation will not apply to uses of your records between the date of this consent and the date of revocation. This consent is voluntary; you may refuse to sign it. However, we are permitted to refuse to provide health care services if this consent is not granted, or if the consent is later revoked.

## **COMPLAINT PROCESS**

Complaints/questions about treatment can be addressed in the following ways(s):

- 1. Begin by discussing the concern with your therapist. Often, open communication will clear up misunderstandings or simple problems.
- 2. If you are not satisfied with the outcome of your conversation, please contact the Clinical Director or Executive Director. If at any time you believe that you have been treated unethically or that your rights as a client have been violated, you have the right to contact your therapist's licensing board:

#### **Texas Behavioral Health Executive Council**

333 Guadalupe St, Tower 3 Room 900 Austin, TX 78701 1-800-821-3205

https://www.bhec.texas.gov/discipline-and-complaints/index.html

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

A copy of our HIPAA Notice of Privacy Practices is available in our waiting room and on the home page of <a href="https://www.cfgcenter.org">www.cfgcenter.org</a>