



**Informed Consent for Psychotherapy
Client Services Agreement**

Please keep a copy of this notice!

Welcome to the practice of Jean T. Dixon, LPC. This agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about eh procedures. When you sign this document, it will also represent an agreement between us. You may revoke this agreement at any time. That revocation will be ending with Jean T. Dixon, LPC unless we have taken action in reliance on this agreement or if you have not satisfied any financial obligations you have incurred.

Counseling Services

Your first appointment (or more, in some cases) will involve an assessment of your needs. By the end of the assessment I will be able to offer you some first impressions of what your work may include and recommendation for getting help. One of the recommendations may be a psychotherapy. If so, I may or may not be able to provide you with psychotherapy, depending on your overall needs. If psychotherapy or any other recommendations suggested by me include things that I cannot provide, you will be given suggestions of where you might receive those services. Wherever you choose to

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obtain treatment or not, you should evaluate the information from your initial assessment along with your own opinions of what sort of treatment you are willing to do and whether you feel comfortable within with the treating clinician.

Therapy involves a large commitment of time, energy, and often money, so you should be very careful about the therapist you select. If you have questions about the procedures used or conclusions made by me, Jean T. Dixon, LPC, please discuss them wherever they arise. If your doubts persist, I will be happy to offer referrals to you with another mental health professional for a 2nd opinion. Psychotherapy is not easily described in general statements. It varies depending on the particular problems you are experiencing, the therapeutic methods used by your counselor, and the personalities of the counselor and clients. There are many different methods counselors may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful you will have to work on things that are discussed both during your session and on your own

Psychotherapy can have benefits and risks since therapy is often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, shame, frustration, loneliness, and helplessness. The changes you may experience in therapy may also affect your relationships in unexpected ways. Psychotherapy has also been shown to have benefits. Therapy often leads to better relationships, solutions to specific problems and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Meetings

The initial assessment will last from 1 to 4 sessions. During this time, you and your counselor can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If you choose to begin psychotherapy is begun, I will schedule on meeting at a time we each agree on. Once an appointment is scheduled, you will be expected to attend unless you provide a 24 hour advance notice

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of cancellation. If you need to cancel an appointment, it is your responsibility to contact me to cancel. If you need to cancel but cannot make a 24 hour notice, PLEASE NOTE there is 1 free late cancellation notice. Thereafter, late cancellations and no shows will be charged the normal fee.

Professional Fees

Fees will be collected when services are **rendered. In addition to therapy services fees may include creating reports, creating copies of records on request; and consulting with other professional at the client's request. There will be an additional \$50 fee assessed for any returned check.

Changes and Cancellations

I understand that there are unforeseeable circumstances like sick children or bad weather or work emergencies. Your appointment is important though, and I am happy to contact you for a phone session or a session via HIPPA-compliant virtual therapy system so you don't have to leave your sick or worry about traffic or wither. As long as you are in a confidential location, we can help you keep your scheduled appoint. If you still must change or cancel your counseling appointment, please know:

- Cancellations must be made to me by either phone, text or email. Please make sure you receive a return confirmation.
- Cancellations must be made 24 hours of session time.
- If you need to cancel a Monday session, you may contact me over the weekend through phone, email, text. Make sure to receive a reply.
- Cancellations with less than 24 hours' notice will result in a fee equal to the total amount of the missed session that will be collected at your next appointment, or, if payment information is on file, it will be debited from your credit card.
- **After 2 no-shows/late cancellations, you will be required to pre-pay a retainer before scheduling any future appointments.

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- Clients who have pre-paid agree to have the entire fee deducted from their pre-payment in cases of other no-shows and late charges/cancellations.

Court Testimony

- Court testimony cost begin at \$250 per hour with a minimum charge of three hours. A retainer of \$1000 is due one week prior to the court date. Travel is billed at .55/mile. Failure to provide the specific fees as described constitutes a release from the requested court appearance.
- It is required that a minimum of 36 hours' notice be given if the testimony is not required, otherwise the entire retainer may be forfeited. If proper notice is given, the retainer will be refunded
- Additional services related to court preparation including all correspondence with attorneys or other service providers via phone, email, or letter, documentation review and, or documentation preparation are also \$250 per hour, rounded to the nearest 15 minute increment.

You (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers. You must pay your bill first, then contact your insurance company regarding reimbursement.

Contacting Me

You may have my cell phone number in order to coordinate administrative tasks (defined as appointment arrival, appointment time, and directions). Email, and text messaging are not secure mediums in terms of policy and confidentiality so our policy regarding, electronic, communication, and cell phone use included the following:

- I do not provide therapy/counseling via email or text messaging.
- Text messaging and email will be used for administrative tasks only (as defined above)

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- Therapists may not acknowledge or return emails or text messages that are not administrative. This includes emergency texts and emails.
- If I leave for an extended period of time, you will be given the information for another licensed therapist with whom you may schedule if you need an appointment during your my absence. (may will need to complete other paperwork for the other therapist).

Emergencies

- If you have an emergency DO NOT contact my cell phone, this is not monitored for that event.
- If you have an emergency DO NOT contact my email, email is not monitored for that issue.
- **If you have an please go directly to the emergency room nearest you or call 911**

Facebook and social media

Social media, including but not limited to Facebook, Twitter, Instagram, LinkedIn, may be used by me in this practice as tools for marketing services and dissemination information, Social media of any kind are NOT secure in terms of policy and confidentiality so my policy regarding h use of social media includes the following:

- I do not provide therapy via social media.
- I will not acknowledge or respond to client emergencies delivered via social media
- If you have an emergency do not contact me via social media. Instead go to the emergency room nearest you or call 911.
- You may use social media to reveal your own identity as a client of Jean T. Dixon, LPC but you may not reveal the identity of another client. Doing so would be a breach of confidentiality and Jean T. Dixon, LPC will take all available steps to

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protect the reveals client's rights, including blocking the offending client from accessing our social media, contacting legal actions, and referring the offending client to another practice.

Limits of Confidentiality

The law protects the privacy of all communications between a client and a counselor. In most situations, Jean T. Dixon, LPC can only release information about our treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by Chapter 181 of the Texas Health and Safety Code (HB 300) and HIPPA (available for download on my website or on request with this packet). There are other situations that require only that you provide written, advance consent with is provided by signing this document. Your signature on this Agreement provides consent for the following activities:

1. You will have a file in that is secured and protected.
2. In providing, coordinating, or managing your treatment and other services related to your counseling care, sometimes interact with other professional concerning your well-being, an example of this would be when I consult with another health care provider, such as a physician, psychiatrist, internist, another therapist or dietician. I will require a release of information to keep on file if such a coordination is necessary.
3. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, I cannot provide any information without (a) your (or your legal representative's) written authorization, or (b) a court order/subpoena. If you are involved in or contemplating litigation, you

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should consult with your attorney to determine whether a court would be like in order for me to disclose information.

4. If a client files a complaint or lawsuit against Jean T. Dixon, LPC, I may disclose relevant information regarding that client in order to defend myself.
5. If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonable result in abuse or neglect, the law requires that I file a report with the Texas department of Child Protective Services. Once such a report is filed, I may require to provide additional information.
6. If we have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is need of protective services, the law requires that I file a report with the Texas Department of Elder Protective Services. Once such a report is filed, we may be required to proceed additional information.
7. If we believe that it is necessary to disclose information to protect against a risk of serious harm being inflicted by you upon yourself, another person, or to the community, I may decide to take protective action. Depending on the situation, these actions may include contacting the police/or your emergency contact from your intake paperwork. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and well will limit our disclosure to what is necessary.
8. If you disclose past sexual abuse by a mental health provider the law requires that I report this to the proper authorities and licensing entities.

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

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can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice is needed.

Counseling via Technology

Online methods of providing counseling services are evolving all of the time. I will utilize those means ethically and therapeutically. Technology-assisted distance counseling for individuals, couples, and groups involves the use of telephone or a computer to enable counselors and clients to communicate at a distance when circumstances make this approach necessary or convenient. Tele-counseling involves synchronous distance interaction among counselors and clients using 1-to-1 or conferencing features of the telephone to communicate. Video-based individual Internet counseling involves synchronous distance interaction between counselor and client using what is seen and heard via video to communicate.

In order to utilize technology for therapy, you must (*adapted from the NBCC code of ethics for technology based counseling*):

1. Be an established client with intake paperwork, payment information, and an emergency contact/face sheet on file with Jean T. Dixon, LPC.
2. Be within the state of Texas, unless
 - a. You are a resident of Texas but you are temporarily located outside the state.
 - b. You are a client newly relocated outside of Texas and you experience an emergency. In this case I will provide triage and referrals to a local counselor in your state.
 - c. You are located on a US military base.
3. Have a release of information for an emergency contact for the location from which you will be calling.
4. Assume responsibility for securing a location to speak with me that is confidential.

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5. Understand when communicating via technology, confidentiality cannot always be guaranteed. By engaging in counseling via technology you acknowledge that risk and hold Jean T. Dixon, LPC harmless.
6. Agree to an alternative form of communication in case technology fails during the counseling session. If technology fails less than 30 minutes into a counseling session and communication cannot be reestablished, you can reschedule at no charge for the remainder of the missed session. If technology fails over 30 minutes into the session and technology cannot be reestablished, you will be charged for the entire session.

Also:

1. Remember when visual cues (video) are unavailable, misunderstandings can occur
2. Your technology based sessions are not recorded or preserved in any way by me. I will take notes (as directed by law).

Professional Records

The laws and standards of our profession require that I keep Protected Health Information about you in your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis (if needed), the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports that have been sent to me. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted by and/or be upsetting to untrained

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readers. For this reason, I recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$25 (and for certain other expenses). If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

Termination, Death, or Incapacity of a Therapist/Termination Closure of Practice

In the event of my termination, death, or incapacity, all records created, by me, Jean T. Dixon, LPC, will be secured and archived within my office locked behind closed doors or on an encrypted electronic server. In the event of the closure of Jean T. Dixon, LPC or the death or incapacitation of me, its owner, Jean T, Dixon, records created will be secured and archived on an encrypted electronic server.

Client Rights Regarding Privacy and HIPPA

I am not in network with insurance companies. But I will provide you with paperwork you may submit for insurance reimbursement. I will not file that paperwork for you. You should be aware that in the process of filing for a 3rd party payment, your contract with your health insurance company requires that I provide additional clinical information such as treatment plans for summaries, a diagnosis, or copies of your entire Clinical Record. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, counselors have no control over what the insurance companies do with it once it is in their hands. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. If you will be filing with your insurance company for reimbursement of fees, please indicate your consent for use to release your PHI by signing below. For a copy of HIPPA policies please go to <http://JeanDixonlpc.com> and you can download a copy.

Minors and Parents:

Clients under 18 years of age and their parents should be aware that the law may or may not allow parents to examine their child's treatment records. Because privacy in

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psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I would provide them (if requested) only with general information about the progress of the child's treatment, and the child's attendance at scheduled sessions. If requested, I could also provide parents with a summary of the child's treatment when it is complete. Any other communication to the parents will require the child's authorization, unless the child meets the criteria set forth above under "Limits of Confidentiality." Before giving parents any information, I will discuss the matter with the parents, if possible, and do my best to handle any objections the child/parents may have.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT THE HIPPA PRIVACY NOTICE DESCRIBED ABOVE WAS MADE AVAILABLE TO YOU.

Name (Signature)

Date

Name (Signature of Parent or Guardian)

Date

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Texas State Board of Examiners of Professional Counselors and Texas State Board Complaint Process

An individual who wishes to file a complaint against a Licensed Professional Counselor may write to:

Complaints Management and Investigative Section

P.O. Box 141369

Austin, Texas 78714-1369

Or call 1-800-942-5540 to request the appropriate form or obtain more information.

This number is for complaints only.