

**POLICIES, GENERAL INFORMATION & CONSENT
FOR TREATMENT & PSYCHOTHERAPY SERVICES**

Christopher L. Sperling, M.A.
1464 E. Whitestone Blvd. Ste 2001 Cedar Park, Tx 78613
(512) 587-1784 - chris@intuitus-group.com

Please read and initial next to each paragraph:

_____ **CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

* **When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled.

* **When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain psychotherapy records and/or testimony from me. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

_____ **EMERGENCIES:** If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and ensure that you receive proper medical care. For this purpose, I may also contact the person whose name you have provided on the biographical sheet.

If you have an emergency or crisis, please indicate it clearly in your phone message. If you cannot reach me immediately, or need help before I can return your call, you or someone you trust should call the emergency room at your local hospital, your medical doctor, or 911. If you have experienced suicidal thoughts or other severe psychiatric symptoms in the past, please inform me so we can develop a specific emergency plan.

_____ **HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Your health insurance carrier or HMO/PPO/MCO/EAP may require the disclosure of confidential information in order to process your claims. Only the minimum necessary information will be communicated to the carrier. I have no control or knowledge regarding what insurance companies do with the information submitted, or who has access to it. Mental health information is entered into insurance companies' computers which have been vulnerable to unauthorized access, and medical data has reportedly been sold, stolen or accessed by enforcement agencies. Please be aware that submitting a mental health invoice for reimbursement carries a risk to confidentiality, privacy or future capacity to obtain health or life insurance.

_____ **YOUR RIGHT TO REVIEW RECORDS/HIPAA NOTICE:** You have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when releasing information might be harmful in any way. In such case, I will provide the records to a licensed mental health professional of your choice. Considering the above exclusions, I will release information to any entity you specify upon receiving your written authorization. My HIPAA and HB300 Notice of Privacy Practices are posted on my website. You may request a copy for your records if desired.

_____ **CONFIDENTIALITY OF COMMUNICATION:** E-mail and cell phone communication can be relatively easily accessed by unauthorized people and thus compromise the confidentiality of such communication. Faxes can be sent accidentally to the wrong number. Please notify me if you decide to avoid or limit in any way the use of any or all of the aforementioned communication devices. Please do not use e-mail or fax for communication in emergencies.

_____ **LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure regarding many confidential matters, you agree that I am not obligated to supply any documentation, correspondence, or presence regarding any legal proceedings. Should you or your attorney desire any documentation or service for court/legal purposes, I must receive such request in writing and will have 2 weeks to give a response. I may decline the request if disclosure of the requested information may be harmful in any way to the client; no request will be acknowledged unless it is accompanied by the client's written permission.

CONSULTATION: For educational and professional purposes, I consult regularly with other professionals regarding clients in order to ensure quality of my service; however, a client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

PHONE CALLS & E-MAIL: In the event that you need to contact me between sessions, 10 minutes per week is provided gratis. After the first 10 minutes there will be a charge prorated according to your session fee. I check my phone and e-mail messages between 9:00 a.m. and 6:30 p.m., Monday through Friday. Any message received after 6:30 p.m. will be returned the next business day. You may e-mail me to make, cancel, or reschedule an appointment, to make brief reports about your progress, or to ask simple questions that can be answered in a few words. Therapy issues, questions, or crises will not be addressed by e-mail. Please see above for emergency protocol.

PAYMENT: Payment in the amount of your standard fee is due at the beginning of each session. I accept cash, credit card or check. Standard fees are \$150 for the initial 50-minute session and \$150 per 50-minute session thereafter, unless other arrangements have been made. I may offer a sliding scale option, at my discretion, for clients who meet income and/or need requirements. Telephone conversations, site visits, report writing/reading, release of information, longer sessions, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. A fee of \$35 will be assessed for returned checks.

Clients who carry insurance: The full session fee will be due on the date of service; upon your request I will provide a receipt which you can then submit to your insurance company for reimbursement. As indicated in the section *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries some risk. Not all issues/conditions/problems addressed in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

MEDIATION & ARBITRATION: All disputes in relation to the agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of me and the client(s). The cost of such mediation, if any, shall be split equally. In the event that mediation is unsuccessful, any unresolved controversy related to the agreement should be submitted to and settled by binding arbitration in Williamson County, Texas, in accordance with the rules of the American Arbitration Association in effect at the time the demand for arbitration is filed. If your account is overdue by more than 60 days and there is no agreed payment plan, I may use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection shall be entitled to recover a reasonable sum as and for attorney fees. In the case of arbitration, the arbitrator will determine that sum

THE PROCESS OF THERAPY: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns or symptoms that led you to seek therapy. Working toward these benefits requires effort on your part both in and outside of sessions. Although therapy has been shown to improve relationships, help provide solutions to specific problems and reduce feelings of distress, it often may create uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness in the short-term. For example, remembering or talking about unpleasant events, feelings, or thoughts can result in experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, insomnia, etc. Please inform me if such issues arise so we can work to overcome them. There are no guarantees of what you will experience or of what benefits you might receive; however, it is most likely to be successful with your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your experience in therapy, and will expect you to respond openly and honestly. During the course of therapy, I am likely to draw from various psychological approaches according to the problem that is being treated and my assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, solution-focused, family systems, developmental (adult, child, family), psychodynamic, object relations, or psycho-educational therapy.

DURATION & TERMINATION: The duration of treatment depends entirely on your presenting concerns, treatment goals, and effort toward those goals in and outside of sessions. I typically discuss the issue of duration more specifically with the client in the 3rd or 4th session, depending on other factors such as duration limitations by your insurance carrier. I request a two-week notice before therapy is terminated in order to process gains made during treatment, as well as issues to be addressed in the future either by me or another therapist.

DUAL RELATIONSHIPS: Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and some can be clinically beneficial. Therapy *never* involves sexual or any other dual relationships that may impair my objectivity, clinical judgment and effectiveness or could be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients, discuss with my clients the potential benefits and difficulties that may be involved, and will discontinue the dual relationship if I find it interfering with the effectiveness of our therapeutic process. In addition, if we encounter each other in any public setting, I will never

approach you or even acknowledge you unless you first initiate contact so that I may protect your confidentiality and the nature of our professional relationship.

CANCELLATION: Scheduling appointments involves reserving a consistent time specifically for your sessions with me. Your full quoted fee *is charged* for “no shows” and appointments cancelled less than 24 hours before the scheduled time. Please know that insurance companies do not pay for missed or cancelled appointments; you will be responsible for the *full* fee associated with any missed or cancelled appointment. Payment is due for said appointment at the beginning of the next session.

To provide some flexibility, I may provide a brief telephone consultation during the missed appointment time for no additional charge; this request must be made by the client when you call to cancel the appointment. If this circumstance arises, please make every effort to preserve the privacy of your conversation and understand that I may postpone addressing some therapeutic issues until the next schedule session.

MINOR CLIENTS: Parents have a right to receive progress reports on their child’s counseling. However, personal information shared by a child during an individual session will be kept confidential unless it involves imminent danger to the child or someone else. Young people may not confide in a counselor if they believe that personal information will be revealed to their parents. If applicable, I must receive a copy of the most recent divorce decree or custody order at our first session; this is to ensure proper consent, confidentiality and disclosure of information. All parent/guardian parties must be informed of treatment, and all with custody rights must consent to treatment of minor at or prior to the first session. Exceptions to parental consent may apply to minors 16 years or older who present for emergency counseling regarding sexually transmitted diseases, substance abuse, pregnancy issues, and/or are emancipated.

CLIENT: I have carefully read, understand, and agree to comply with the above Office Policies, General Information, and Consent for Treatment for psychotherapy services with Christopher L. Sperling, M.A. I agree to participate in therapy
___ Weekly
___ Bi-weekly
___ (Other): _____

I understand that my fee for services will be \$150 per 50-minute session. My fee for missed sessions or cancellations less than 24 hours in advance will be the same amount.

Client Name (Print) _____ Date _____ Signature _____

Parent Name (Print) _____ Date _____ Signature _____

I have discussed the above issues and policies with the client. My observations of this person’s behavior and responses give me no reason to believe that he/she is not fully competent to give informed and willing consent to treatment.

Christopher L. Sperling, M.A.
Licensed Marriage & Family Therapist - Supervisor
License # 201435
Date _____ Signature _____

If psychotherapy services are not rendered in a professional and ethical manner, you may file a complaint with the Texas State Board of Examiners of Professional Counselors.
Texas Board of Examiners of Marriage and Family Therapists
Texas Department of State Health Services MC-1982

1100 West 49th Street
Austin, Texas 78714-9347
E-mail: mft@dshs.state.tx.us
Telephone: (512) 834-6657
Fax: (512)834-6677