

CLIENT WELCOME PACKAGE

JC Shakespeare, LPC
3625 Manchaca Road, Suite 202
Austin, TX 78704
(512) 626-3450
www.JCShakespeare.com

INFORMATION FOR CLIENTS

Welcome to my practice. I appreciate your giving me the opportunity to be of service to you. This packet answers questions that clients often ask about therapy. I believe our work will be most helpful to you when you have a clear idea of what we are trying to do.

This packet talks about the following:

- What the risks and benefits of therapy are.
- What the goals of therapy are, and what my methods of treatment are like.
- How long therapy might take.
- How much my services cost, and how I handle money matters.
- Other important areas of our relationship.

After you read this packet, we can talk in person about how these issues apply to you. This packet is yours to keep. Please read all of it. When you have read and fully understood this packet, I will ask you to sign it at the end. I will sign it as well and make a copy, so we each have one.

About Psychotherapy

I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you. Let me describe how I see therapy.

First, I have reservations about the “medical model” of mental health in our culture, which insists on diagnosing disorders and seeking to repair whatever it is that is broken or damaged. I prefer a more holistic approach; I believe that we are all capable of improving our lives and healing most issues that disturb us if we are given proper guidance and the conditions to do so. My role, then, as therapist is not to diagnose what is wrong and then cure it, but rather to assist you in seeing clearly your situation, choices, and consequences and in bringing more clarity and focus to those choices. More than being fixed, we all need help from time to time to sort out things that bother us. I can help with that.

Most of the disturbances we encounter have to do with unhealed or unprocessed emotional material that can lead to negative beliefs about ourselves. These emotions and beliefs can be triggered in stressful situations, and can lead us to behave in ways that are not optimal for our productivity, health and happiness.

The goals of my treatment are to identify those emotions and beliefs that are interfering with our best functioning, and to systematically clear them out so that our minds can access more adaptive responses to the situations we face.

While I draw on elements of family systems therapy, narrative therapy, and motivational interviewing, my primary mode of treatment is Eye Movement Desensitization and Reprocessing, or EMDR. There is a great deal of clinical research on the effectiveness of EMDR for treating a wide variety of issues, and I encourage you to visit www.emdria.org if you would like a deeper understanding.

By the end of our first or second session, I will tell you how I see your case at this point and how I think we should proceed. I view therapy as a partnership between us. You define the problem areas to be worked on; I use some special knowledge to help you make the changes you want to make. Psychotherapy is not like visiting a medical doctor. It requires your very active involvement. It requires your best efforts to change thoughts, feelings, and behaviors. For example, I want you to tell me about important experiences, what they mean to you, and what strong feelings are involved. This is one of the ways you are an active partner in therapy.

I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, and the methods we will use. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, its goals, or its methods. Change may sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no “magic pills.” However, you can learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Most of my clients see me once a week for two to four months. After that, we meet less often for several more months. Therapy then usually comes to an end. The process of ending therapy, called “termination,” can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy at any time, I ask that you agree now to meet then for at least one more session to review our work together. We will review our goals, the work we have done, any future work that needs to be done, and our choices. If you would like to take a “time out” from therapy to try it on your own, we should discuss this. We can often make such a “time out” be more helpful.

The Benefits and Risks of Therapy

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

Consultations

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest you see another therapist or another professional for an evaluation. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the American Counseling Association, or ACA. In your best interests, the ACA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice counseling—not law, medicine, finance, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the ACA require me to keep what you tell me confidential (that is, just between us). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the “About Confidentiality” section of this packet. Here I want to explain that I try not to reveal who my clients are.

This is part of my effort to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest, and following the ACA's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I cannot have a business relationship with any of my clients, other than the therapy relationship.

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

About Confidentiality

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. That is why I ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

1. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means

telling others about the threat. I cannot promise never to tell others about threats you make.

2. If I believe a child has been or will be abused or neglected, I am legally required to report this to the authorities.

3. I sometimes consult other therapists or other professionals about my clients. This helps me in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as much as they need to know to understand your situation.

4. It may be beneficial for me to confer with your primary care physician with regard to your psychological treatment or to discuss any medical problems for which you are receiving treatment. If your records need to be seen by another professional, or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

You can review your own records in my files at any time. You may add to them or correct them, and you can have copies of them. I ask you to understand and agree that you may not examine records created by anyone else and then sent to me.

You have the right to ask that your information not be shared with family members or others, and I can agree to that limitation. You can also tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If this is of concern to you, please tell me so that we can make arrangements.

My Background

I am a Licensed Professional Counselor that has been in private practice since February, 2009. I worked as a high school counselor from January, 2008 through June, 2012, and part-time at St. Ignatius Martyr Catholic School from June, 2012 through June, 2018. I also worked at Sage Recovery Villa, a residential treatment center for drugs and alcohol. I hold these qualifications:

- I have a Master's Degree in Counseling from Texas State University.
- I completed my internship at Austin Family Institute.
- I am a Licensed Professional Counselor (#64285) in good standing in the State of Texas.
- I have completed basic training in EMDR.
- I am a member of EMDRIA, the international association of EMDR practitioners.

Fees, Payments, and Billing

My current regular fees are as follows. You will be given advance notice if my fees should change.

Regular therapy services: \$150.00 for a session of 50 minutes. Please pay for each session at its end. Telephone consultations: I believe that telephone consultations may be suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed. Of course, there is no charge for calls about appointment scheduling or similar business.

Cancellations/No Shows

My practice is usually running close to full capacity, so it is extremely important that clients keep regularly scheduled appointments. If a situation should arise that prevents you from keeping an appointment, a minimum of 24 hours advance notice is necessary to avoid penalty. Since emergencies or other unforeseen circumstances are natural, I typically do not charge a fee for the

first missed appointment. However, if more than one appointment is missed, a “no-show” fee of \$100 will be added to your next appointment fee.

A Word on Health Insurance

I do not accept health insurance for counseling services rendered. When a therapist submits a claim for insurance, he or she must diagnose a disorder for the client. I strongly believe that labeling a person who is looking for help as having a disorder goes against the grain of my philosophy of health and wellness. Insurance companies also have an inordinate amount of influence on how professionals treat clients. I would rather be free to do what I feel is in my clients’ best interests rather than answering to a company that is only interested in profit and loss.

However, I also understand that insurance may be the only way some clients can manage the cost of therapy. If you wish to use insurance to help pay for therapy, please let me know during our initial consultation. I will provide you with a receipt that you can file with your insurance to see if they will cover a portion of the cost through your “out of network” benefits. Please discuss this option with your insurance company prior to initiating therapy as I make no claims or guarantees that my services will be covered. This is entirely the client’s responsibility.

Statement of Principles and Complaint Procedures

It is my intention to fully abide by all the rules of the American Counseling Association (ACA) and by those of my state license. Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and to seek solutions

to them. If you feel that I (or any other therapist) have treated you unfairly or have even broken a professional rule, please tell me.

You may also refer complaints to the Texas State Board of Examiners of Professional Counselors. 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. More information is available online at the following link:

www.dshs.state.tx.us/plc/plc_complain.shtm

In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/ cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

HIPAA

HIPAA, The Health Insurance Portability and Accountability Act, was enacted by Congress to protect your personal health information. It is a set of regulations about how healthcare information is stored, shared, and how disclosures are made. It is intended to protect your private medical information. The State of Texas and the Texas State Board of Examiners of Licensed Professional Counselors Code of Ethics have long established standards which in most cases meet and in some cases exceed HIPAA standards. This office has and will continue to comply with all ethical and legal guidelines in the state of Texas that apply to mental health counseling, and

with the newly enacted Federal HIPAA regulations. The following explains circumstances in which your personal health information may be used:

1. In accordance with HIPAA, your information may only be released with your consent.
2. For clients who chose to file insurance claims, please be aware that in order for you to be reimbursed by your health care company, I will be required to diagnose a mental health condition. Any diagnosis made may become part of your medical/insurance record.
3. All of our sessions will become part of your clinical record. Our communication is privileged. I will keep confidential anything you say to me with the following exceptions: 1) you authorize me to tell someone else, as in the case with insurance reimbursement, or consultation with another professional, 2) I am ordered by the court to disclose your information, 3) I determine that you are a danger to yourself or to others, 4) If during session I become aware that there is physical abuse, sexual abuse, or neglect to a child, disabled, or aged adult, I am required to report to the State of Texas Protective Services, 5) I must also disclose to the proper authorities if there has been sexual abuse perpetrated by a minister or therapist, or if there has been a life threatening felony unreported.

I keep your client file in dual locked storage. I maintain records for a period of 7 (seven) years for adults and 7 (seven) years beyond the age of 18 for minor children. All electronic data is password protected.

4. In the event any unpaid balance for services of your patient account have not been taken care of within 180 days, and no payment plan or alternate arrangement has been agreed upon, demographic information, date of service, and service provided may be turned in to a professional collection service.

Thank you for choosing me as your provider. I appreciate the trust and the opportunity to work with you. If you have any questions please feel free to speak with me. Please ask questions. Once you have read and have and

understanding of the above information on health insurance claims and HIPAA please sign and date the signature page. If you have any further questions regarding HIPAA you may visit www.hhs.gov/ocr/hipaa or call directly 1-866-627-7748 or email questions to ocrprivacy@os.dhhs.gov

Email and Texting Consent

HIPAA regulations and my professional Code of Ethics both require that I keep your Protected Health Information private and secure, and indeed I want to do so.

Email is a very convenient way to handle administrative issues like scheduling or receipt requests, but email is not 100% secure. Some of the potential risks you might encounter if we email include:

- Misdelivery of email to an incorrectly typed address.
- Email accounts can be 'hacked,' giving 3rd party access to email content and addresses.
- Email providers (ie, Gmail, Yahoo, Hotmail, etc) keep a copy of each email on their servers where it might be accessible to employees, etc.

Texting is a very convenient way to handle administrative issues like scheduling and letting me know you are running late, but texting is not 100% secure. Some of the potential risks you might encounter if we text include:

- Misdelivery of a text to an incorrectly typed phone number.
- Cell phone being lost or stolen.
- Cell phone service providers keeping a copy of each text in their records where it might be accessible to employees, etc.

For these reasons, I will not use email or text to discuss clinical issues (ie, the important things we talk about in session).

If **you** are comfortable doing so, I am happy to use email, text, or both to handle small administrative matters like scheduling, billing, homework, and to briefly answer a question.

If **you** are not comfortable with these risks, we can handle administrative issues via phone calls.

Please indicate your preference on the signature page by circling your preference.

Our Agreement/Signature Page

I, _____, understand I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this packet, I can talk with you about them, and you will do your best to answer them. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

I have read, or have had read to me, the issues and points in this packet. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this packet. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature on the signature page.

Signature of client (or parent/guardian)

Date

Printed name

Relationship to client: ☐ Self ☐ Parent ☐ Legal guardian

I, JC Shakespeare, LPC, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this packet. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Signature of therapist

Date

HIPAA/Privacy Policy

I have read and received a copy of this counselor's privacy policies and my rights under HIPAA.

Client Signature

Date

Email and Texting Consent

Please indicate your preference on the signature page by circling your preference.

I DO DO NOT consent to use email for administrative matters.

I DO DO NOT consent to use text for administrative matters.

If given, consent will expire 2 years after our last appointment. This means that I will not initiate contact via email or text, although you are always welcome to email or text me, and I can reply briefly if you do.

Client Signature

Date

☐ Copy accepted by client

☐ Copy kept by therapist

Permission to Provide Counseling Services to a Minor

By my signature below I verify that I am the parent and/or legal guardian of the minor child,

_____, and have the legal authority to seek counseling services for him/her. I hereby grant JC Shakespeare, LPC, permission to provide these services for my child.

I further understand that according to Texas law both parents have equal access to all medical and mental health records of a minor child, unless specifically prohibited by law.

Therefore, all medical and mental health records will be released upon request to a legal parent, guardian, or authorized representative of this minor child.

If parents are divorced, the parent seeking counseling must provide a copy of the portion of the divorce decree that covers custody arrangements and health care decisions. This copy will be kept in the child's counseling file and become part of his/her records.

Signed_____ Date_____

Signed_____ Date_____

Client Information Form

Client Name _____

Parent/Guardian Names (if minor): _____

Address: _____

City: _____ Zip: _____

Adult Email: _____

Home Phone: _____

Cell Phone: _____

Client Age: _____ Date of Birth: _____

Please select one of the following options:

- ☐ I choose not to use insurance at this time.
- ☐ I will file out-of-network through my insurance company.

Name of Insurance Company

Name of Policy Holder