



Hill Country Christian Counseling Center, Inc.

New Hope

1127 East Main St., Suite 100

Kerrville, Texas 78028

Office: 830-257-3009 Fax: 888-605-9651

www.newhopecounselingtx.org

Intake Form – Minor

The information requested on this form is kept confidential and is protected health information (PHI).

Please fill this form out to the best of your ability.

Copies of custody or guardianship paperwork are required (if applicable) prior to a minor client being seen.

Client Full Name: _____

Date of Birth: _____ Social Security Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Gender Identity: _____ Ethnicity: _____

Parent 1/Guardian's Name: _____ Relationship to Client: _____

Phone Number: _____ Email: _____

Parent 2/Guardian's Name: _____ Relationship to Client: _____

Phone Number: _____ Email: _____

How did you find out about New Hope? Internet Search Word of Mouth Referral

If you were Referred, who is your Referral Source? _____

What would the client like to see as a result of counseling? _____

Is the client seeking Disability due to their mental/emotional health? Yes No

Is the client seeking counseling due to a Court Order or Criminal Charges? Yes No

Is the client seeking counseling due to Alcohol and/or Drug Addiction? Yes No

Is there pending/expected court involvement? (Custody, CPS, Parental Rights) Yes No

Family:

Parents: Married Cohabiting Never Married Separated Divorced

Mother: _____ Full Custody Joint Custody No Rights Other

Father: _____ Full Custody Joint Custody No Rights Other

If other, please explain: _____

Is there documentation outlining custody? Yes No **(Copy required prior to services.)**

Is the client in the care of a guardian or conservator? Yes No

If yes, Guardian's Name: _____ Relationship to Client: _____

Is there documentation of the guardianship? Yes No **(Copy required prior to services.)**

Client is the: Oldest In the Middle Youngest Only Child

How many Siblings do you have? (If Applicable) _____ How many people live in the home? _____

What are the most significant events in the client's life? _____

Has the client or anyone in the client's family ever experienced abuse or neglect? Yes No

Is the client currently experiencing abuse or neglect? Yes No

Is there a history of CPS involvement? Yes No

If yes, please explain: _____

Education:

Current Grade: _____ School: _____

Is the client having problems at school? Yes No

If yes, please explain: _____

What services (if any) does the client receive at school? _____

Employment:

Full-Time Part-Time Student Not Employed

Job Title: _____ Employer: _____

Insurance: Yes No

If so, what kind? Medicaid Superior Blue Cross & Blue Shield

Magellan Aetna Tricare Ambetter

Other: _____

Military Dependent? Yes No

Mental Health Symptoms:

Please check all that the client has experienced in the last month.

- | | | |
|-----------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> ADHD | <input type="checkbox"/> Fatigue | <input type="checkbox"/> Phobias |
| <input type="checkbox"/> Aggression | <input type="checkbox"/> Fear of Abandonment | <input type="checkbox"/> Preoccupation with Loss |
| <input type="checkbox"/> Angry Outbursts | <input type="checkbox"/> Fear of Dying | <input type="checkbox"/> PTSD from Abuse |
| <input type="checkbox"/> Anxiety | <input type="checkbox"/> Fears of Losing Control | <input type="checkbox"/> PTSD from Other Issue |
| <input type="checkbox"/> Apprehension | <input type="checkbox"/> Feeling Worthless | <input type="checkbox"/> Questioning Sexual Orientation |
| <input type="checkbox"/> Avoidance | <input type="checkbox"/> Frustration | <input type="checkbox"/> Racing Thoughts |
| <input type="checkbox"/> Chills/Hot Flashes | <input type="checkbox"/> Gender Identity Issues | <input type="checkbox"/> Rage or Outrage |
| <input type="checkbox"/> Chronic Fear | <input type="checkbox"/> Grief | <input type="checkbox"/> Relationship to Parents |
| <input type="checkbox"/> Compulsions | <input type="checkbox"/> Guilt | <input type="checkbox"/> Relationship to Siblings |
| <input type="checkbox"/> Conflicts at School | <input type="checkbox"/> Hallucinations | <input type="checkbox"/> Religious Doubts |
| <input type="checkbox"/> Conflicts at Work | <input type="checkbox"/> Hopelessness | <input type="checkbox"/> Resentment |
| <input type="checkbox"/> Confusion | <input type="checkbox"/> Hypervigilance | <input type="checkbox"/> Restlessness |
| <input type="checkbox"/> Crying Spells | <input type="checkbox"/> Impulses | <input type="checkbox"/> Risky Activities |
| <input type="checkbox"/> Decreased Appetite | <input type="checkbox"/> Inattention | <input type="checkbox"/> Sadness |
| <input type="checkbox"/> Decreased Pleasure | <input type="checkbox"/> Increased Appetite | <input type="checkbox"/> Self-Consciousness |
| <input type="checkbox"/> Decreased Sociability | <input type="checkbox"/> Increased Heart Rate | <input type="checkbox"/> Self-Harm or Injury |
| <input type="checkbox"/> Delusions | <input type="checkbox"/> Irrational Fears | <input type="checkbox"/> Sexual Issues |
| <input type="checkbox"/> Denial | <input type="checkbox"/> Irritability | <input type="checkbox"/> Shortness of Breath |
| <input type="checkbox"/> Depersonalization | <input type="checkbox"/> Isolation | <input type="checkbox"/> Significant Weight Change |
| <input type="checkbox"/> Depression | <input type="checkbox"/> Jealousy | <input type="checkbox"/> Speech Impairment |
| <input type="checkbox"/> Destructive Behaviors | <input type="checkbox"/> Loneliness | <input type="checkbox"/> Startle Response |
| <input type="checkbox"/> Difficulty being Alone | <input type="checkbox"/> Loss of Meaning in Life | <input type="checkbox"/> Stress |
| <input type="checkbox"/> Difficulty being in Groups | <input type="checkbox"/> Loss of Pleasure | <input type="checkbox"/> Superstitious |
| <input type="checkbox"/> Difficulty Concentrating | <input type="checkbox"/> Loss of Religious Faith | <input type="checkbox"/> Sweating |
| <input type="checkbox"/> Difficulty Falling Asleep | <input type="checkbox"/> Memory Impairment | <input type="checkbox"/> Timidity |
| <input type="checkbox"/> Difficulty Staying Asleep | <input type="checkbox"/> Muscular Tension | <input type="checkbox"/> Thoughts of Self-Harm |
| <input type="checkbox"/> Difficulty Making Sense | <input type="checkbox"/> Nausea | <input type="checkbox"/> Touch-Starvation |
| <input type="checkbox"/> Dizziness | <input type="checkbox"/> Obsessions | <input type="checkbox"/> Trembling or Shaking |
| <input type="checkbox"/> Embarrassment | <input type="checkbox"/> Over Talkative | <input type="checkbox"/> Withdrawn |
| <input type="checkbox"/> Excessive Worry | <input type="checkbox"/> Panic Attacks | |
| | <input type="checkbox"/> Peer Pressure | |

What other Mental Health Symptoms is the client experiencing at this time? _____

Self-Harm:

In the last two weeks, has the client wished they were dead/wished they could go to sleep and not wake up? Yes No Have they had actual thoughts of killing themselves? Yes No
Have they ever attempted suicide? Yes No If yes, how many times? _____
Have they lost someone they cared about to suicide? Yes No
If yes, who and when? _____

Medical & Mental Health History:

Primary Doctor: _____ Date of Last Medical Visit: _____
List Major Surgeries or Illnesses: _____
List Current Physical Illnesses, Symptoms: _____
List Current Medications (including dosages and physician prescribing): _____

Has the client experienced mental health problems before? Yes No

If yes, please explain: _____

Does the client have a family history of mental health problems? Yes No

Has the client ever received outpatient mental health treatment? (Counseling, Therapy, Psychiatrist)
 Yes No If yes, when and where? _____

Has the client ever been hospitalized or received inpatient mental health treatment? Yes No
If yes, when and where? _____

Substance Use History:

Does the client drink alcohol? Yes No If yes, how many drinks do they consume on average?
 1-3 4-6 6-9 9+ every Day Week Month

Does the client use illicit substances? (illegal, recreational, or prescription drugs)? Yes No

If yes, which ones? _____ How often? _____

Does the client use IV drugs? Yes No

Has the client received outpatient substance abuse treatment? (Counseling, Therapy, Medication)
 Yes No If yes, when and where? _____

Has the client received inpatient substance abuse treatment? (Hospital, Detox, Rehab)
 Yes No If yes, when and where? _____



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Parent Authorization for Minor's Mental Health Treatment

Minor Consent Generally

A "minor" is a person under 18 years of age who is not and has never been married and never been declared an adult by a court. Generally, minors do not have the legal capacity to consent to treatment. There are, however, a number of exceptions to this rule, which will be discussed in further detail.

Texas law gives all parent(s) the explicit right to consent to therapeutic treatment. Thus, as a rule, if a minor requires therapeutic attention, a Texas counselor must first obtain the consent of one of the child's parent(s).

Accordingly, this right includes access to the child's therapeutic records. The right to consent to treatment logically implies the right to access information necessary to make decisions pertaining to further treatment.

Parental Consent in Cases of Divorce

The New Hope policy provides that, unless limited by a court order, a parent appointed as a "conservator" (managing or possessory) of a child has at all times the following rights:

- The right of access to all therapeutic records of the child
- The right to consult with the therapist of the child
- The right to be designated on the child's records as a person to be notified in case of an emergency; and
- The right to consent to treatment during an emergency involving an immediate danger to the health and safety of the child.

The law continues to state that the "rights and duties of a parent are subject to a court order affecting the rights and duties". This means the court granting the divorce may allocate the duties of the joint managing conservators. New Hope staff will ask to see a copy of the court order to remove doubt.

Emergency Circumstance

Texas law does not require consent in emergency circumstances where it is not possible to obtain consent from the parent, guardian, or conservator. The statutes state "consent for emergency care of an individual is not required if... the individual is a minor who is suffering from what reasonably appears to be a life-threatening situation and whose parent(s), managing or possessory conservator, or guardian, is not present." Naturally, the appropriate staff should continue efforts to notify a parent and secure consent for continuing treatment. Every therapist who regularly treats children should be aware of these laws.

Consent by Minor

A minor can consent to their own treatment pursuant to Texas state law under seven general circumstances. The list is as follows:

- A minor on active duty with the armed forces of the United States can consent to treatment.
- A minor who is 16 years of age or older, resides apart from their parent(s) or guardian, and manages their own financial affairs, regardless of the source of income, can consent to treatment.
- A minor can consent to diagnosis and treatment of any infectious, contagious, or communicable disease reportable to the Texas Department of State Health Services.
- A minor who is unmarried and pregnant can consent to treatment of pregnancy.
- A minor can consent to examination and treatment for addiction, dependency, or any other condition related directly to drug or chemical use.
- A minor who is unmarried, is the parent of a child, has actual custody of their child and consents to therapeutic care of the child may consent to their own treatment.
- A minor who is serving a term of confinement in a facility operated by or under contract with the Texas Department of Criminal Justice may consent to their own treatment.

Concerning these exceptions, the therapist can rely upon the written statement of the minor containing grounds on which the minor has capacity to consent to their own treatment. These statements will remain in the client's file.

Minor Consent to Counseling

A minor may consent to counseling for a limited number of mental health issues. Those circumstances are:

- Suicide prevention;
- Chemical addiction or dependency; or
- Sexual, physical, or emotional abuse.

Unless limited by a court order, a therapist having reasonable grounds to believe a child has been sexually, physically, or emotionally abused; is contemplating suicide; or is suffering from a chemical or drug addiction or dependency is expressly permitted under the law to counsel the child without the consent of the child's parent(s) or, if applicable, managing conservator or guardian. However, it should be noted that even though the child is giving consent to treatment, the parent(s) or guardians reserve the right to access therapeutic records.

Just as under the general exceptions permitting a minor to consent to treatment, the therapist is entitled to rely on the written statement of the child containing the grounds on which the child has capacity to consent to the child's own treatment under this section. However, a "parent, or, if applicable, managing conservator or guardian, who has not consented to counseling treatment of the child is not obligated to compensate a therapist for counseling sessions".

Examination for Abuse or Neglect

The law, with respect to consent and suspected neglect, is very specific. To avoid any misunderstanding the actual provision is provided below. Texas Family Code Sec. 32.005 states:

EXAMINATION WITHOUT CONSENT OF ABUSE OR NEGLECT OF CHILD.

- (a) Except as provided by Subsection (c), a [therapist] having reasonable grounds to believe that a child's physical or mental condition has been adversely affected by abuse or neglect may examine the child without the consent of the child, the child's parent(s), or other person authorized to consent to treatment under this subchapter.*
- (b) An examination under this section may include x-rays, blood tests, photographs, and penetration of tissue necessary to accomplish those tests.*
- (c) Unless consent is obtained as otherwise allowed by law, a [therapist] may not examine a child:
 - (1) 16 years of age or older who refuses to consent; or*
 - (2) For whom consent is prohibited by a court order.**
- (d) A [therapist] examining a child under this section is not liable for damages except for damages resulting from the [therapist's] negligence.*

Mandatory Disclosures of Treatment Information

In some situations, the therapists are required by law or by the guidelines of their profession to disclose information, whether or not the therapist has you or your child's permission.

Confidentiality cannot be maintained when:

- Child clients report that they plan to cause serious harm or death to themselves, and their therapist believes they have the intent and ability to carry out such a threat in the very near future. Steps must be taken to inform the parent and/or guardian and/or others of what the child has reported and how serious this threat is to try and prevent the occurrence of such harm.
- Child clients report that they plan to cause serious harm or death to someone else, and their therapist believes they have the intent and ability to carry out such a threat in the very near future. Steps must be taken to inform the parent and/or guardian and/or others, and the therapist may be required to inform the individual who is the target of the threatened harm and law enforcement.
- Child clients are doing things that could cause serious harm to themselves or someone else, even if they do not intend to harm themselves or another person. In these situations, the therapist will use their professional judgment to decide whether a parent or guardian will need to be informed.
- Child clients report, or their therapist otherwise learns of the child being neglected or abused – physically, sexually, or emotionally – or that it appears they have been neglected or abused in the past. In this situation, the therapist is required by law to report the alleged abuse to the appropriate state child-protective agency.
- The therapist is ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parent(s)

Therapy is most effective when a trusting relationship is formed between the therapist and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for minor clients to have a "zone of privacy" where they are permitted to discuss personal matters without fear of their thoughts and feelings being immediately communicated to their parent(s). This is especially true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is New Hope's policy to provide parent(s) with general information about their child's treatment, but to refrain from sharing specific information disclosed without the child's agreement. This includes activities and behaviors that parent(s) may not approve of but that do not put the child at risk of serious and immediate harm. Should a child's risk-taking behavior become more serious, the therapist will use their professional judgment to decide whether the child is in serious or immediate danger. If the therapist feels the child is in such danger, that information will be communicated to the parent(s) immediately.

Parents are encouraged to ask questions about the types of information that can be disclosed. Even when an agreement is reached concerning keeping a child's treatment information from their parent(s), the therapist may believe that it is important for the parent to know about a particular situation that is going on in the child's life. In these situations, the therapist will encourage the child to tell the parent(s), and the therapist will help the child find the best way to do so. Also, when meeting with the parent(s), the therapist may sometimes describe the child's problems in general terms, without using specifics, in order to guide the parent(s) on how to be more helpful to the child.

Parent/Guardian Agreement Not to Use Minor's Therapy Information or Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although the therapist's responsibility to the child may require helping address conflicts between the child's parents, their role ultimately is limited to providing treatment to the child. Parents agree that in any child custody/visitation proceedings, neither parent will seek to subpoena records from New Hope or ask the therapist to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing the therapist's opinion about parental fitness or custody/visitation arrangements.

Parents should note that their agreement may not prevent a judge from requiring testimony from the therapist, even though the therapist will not do so unless legally compelled. If the therapist is required to testify, they are ethically bound not to give their opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, the therapist will provide information as needed, provided the appropriate releases are signed or a court order is provided, but the therapists will not make any recommendations about the final decision(s). Furthermore, if the therapist is required to appear as a witness or to otherwise perform work related to any legal process, the party responsible for their participation agrees to reimburse them for time spent traveling, speaking with attorneys, reviewing and preparing documentation, testifying, being in attendance, and other case-related costs. (Such fees are outlined in New Hope's *Informed Consent for Treatment & Receipt of Privacy Practices*.)

By signing this document, you are agreeing with the disclosure policies and procedures, the privacy of the minor, and the terms of the child's treatment. Should you have any questions or concerns, please bring them up to your child's therapist.

Client's Print Name

Parent's Print Name

Signature

Date

New Hope Staff Print Name

Signature

Date



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Informed Consent for Treatment & Receipt of Privacy Practices

Welcome to the New Hope Counseling Center. This document contains important information about our services and business policies. Please read it carefully and make note of any questions you might have so that you can discuss them with your therapist upon your first appointment. We invite and encourage you or your loved ones to ask questions about your treatment, your treatment plan, and anything that you may not understand as much as you would like. This is your treatment and we are here to be helpful to you. When you initial and sign this *Informed Consent for Treatment & Receipt of Privacy Practices*, hereafter referred to as “the document”, it will represent an agreement between you and the company, hereafter referred to as “New Hope”. **Please initial in all of the provided spaces, and sign at the end of this document.**

Goals & Purposes of Therapy

The purpose of therapy is to help restore or enhance social, psychosocial, or bio-psychosocial functioning of individuals, couples, and families who are adversely affected by social or psychosocial stress or health impairment. Therapy helps the client to achieve the mental, emotional, physical, social, moral, educational, spiritual, or career-related development and adjustment of the client throughout the client’s life.

Whereas the purposes of therapy are the same across clients, goals of therapy are highly individualized. Clients have incredibly diverse backgrounds, values, cultures, and personal preferences. What may be important to one person may have little to no significance to another. Therapists do not impose their own goals for therapy on their clients. It is the therapist’s role to help the client clarify their goals for therapy and for the therapist to help the client achieve these goals. Client input into setting goals of therapy is absolutely vital to the success of therapy. As therapy progresses, client goals may change.

Initial _____

Treatment Plans

Counseling sessions at New Hope are scheduled for 50 minutes at a time. We are unable to file with insurance for anything more than one session on a single day. We are able to file for insurance if you have more than one counseling session a week, should your therapist deem it necessary.

The number of sessions needed according to your treatment plan depends on many factors and will be discussed with you and your therapist.

Your relationship with the therapist is a professional and therapeutic relationship. Your therapist will work with you to develop a relationship based on trust, nonjudgmental acceptance, unconditional positive regard, warmth, empathy, genuineness, and clear and open communication. We encourage clients to inform therapists about their perceptions of the therapeutic interventions as well as the relationship with their therapist, both strengths and areas in need of improvement.

Initial _____

Psychological Services & Risks

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Psychotherapy has also shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Ultimately, there are no guarantees as to what you will experience.

Clients often find that they learn things about themselves that they do not like. The success of therapy depends upon the quality of the efforts of both the therapist and client, along with the reality that clients are responsible for the lifestyle choices/changes that may result from therapy.

Risks include, but are not limited to the following:

- Little or no change or progress in the presenting problem(s); things essentially remaining the same.
- The presenting problem(s) continue to deteriorate and ultimately get worse. This can then lead to bigger obstacles.
- The presenting problem(s) begin to improve but this causes disruptions in other areas of the client's life.
- As part of the clinical services provided, the client may be assigned a diagnosis that effects them in various ways: Some diagnoses could have adverse effects on employment or ability to maintain a security clearance. Some diagnoses could have adverse effects on future health or life insurance. Some clients develop distress when assigned certain diagnoses. Clients may not be assigned diagnoses that qualify them for services or programs the client has been pursuing. Some diagnoses could have adverse effects on the ability to possess, use, or carry a firearm based on state and federal laws. Some diagnoses may be an asset or liability in criminal proceedings.
- As a result of information shared in therapy, or due to the nature of distress experienced by the individual, other agencies or services could become involved with the client, such as: hospitals, Child Protective Services, Adult Protective Services, law enforcement agencies, etc.

Initial _____

Payment for Services

The financial standing of clients and the decisions pertaining to the Sliding Scale are handled by the New Hope front office. You are responsible for informing the front office of any change in financial standing or changes in income.

The charge for your first session, your “Initial Assessment”, is \$175.00. The charge for any subsequent session is \$150.00. New Hope will look to you for full payment of your account, and you will be responsible for payment of all charges.

If you have insurance, different copayments are required by various group coverage plans. Your copayment is based on the “Office Visit” or “PCP” copay listed on your insurance card. You are responsible for and agree to pay your copay portion of the therapist’s charges for the services at the time services are provided. You are responsible for notifying New Hope immediately of any changes to your insurance. If you fail to notify New Hope of any changes to insurance, you may be billed for services that are not covered.

New Hope utilizes a third-party insurance billing company, and there is sometimes a delay between your first visits and when we are informed of your copay. We will not charge you your copay for the visits you had before we became aware of your copay; however, we will notify you as soon as we learn what your copay is, and you are responsible for payment henceforth.

You should also be aware that most insurance companies require that we provide them with your clinical diagnosis. Sometimes we have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medication information databank. We will provide you with a copy of any records we submit, if you request it.

You understand that, by using your insurance, you authorize us to release such information to your insurance company. We will try to keep that information limited to the minimum necessary.

The sliding scale is based on household income before taxes and number of people in the household. The sliding scale is applicable to both adult and minor clients, and generally ranges from \$50 to \$100 per session. Once you agree to the sliding scale fee, you are responsible for payment of all charges. You are also responsible for informing the front office of any changes to your household income or the number of people in your household.

Initial _____

Appointments & Cancellations

The majority of appointment scheduling is handled by the New Hope front office, unless your therapist informs you otherwise. Appointments can be made by calling the front office at (830) 257-3009, Monday through Thursday between the hours of 9:00am and 5:00pm. The front office will also handle recurring appointments, should that be a part of the treatment plan that you and your therapist decide upon.

Please call to cancel or reschedule at least 24 hours in advance in order to allow other clients the opportunity to make an appointment in your stead. Leaving a message on our voicemail is fine, even on weekends. Cancellations and missed appointments affect our funding, and our therapists *are not* paid for missed or cancelled sessions. We appreciate the courtesy you extend to us by honoring this agreement.

Clients who repeatedly miss or cancel appointments (generally three consecutive appointments in a row) may have their recurring appointments removed, put on a waiting list, or discharged from services.

Your therapist reserves the right to cancel your appointment if you show up sick, with minor children, or any other issue that might interfere with the counseling session.

Missed appointments due to dangerous weather, cancellations on the part of the therapist, or holidays are not counted against the client.

Initial _____

Confidentiality

New Hope therapists rely on a professional code of ethics and if you have any questions regarding confidentiality, you should bring them to the attention of the therapist. You may also consult an attorney. You are releasing and holding harmless the therapist from any departure from your right to confidentiality that may result in signing this document.

Federal and state laws, rules, professional ethics, and agency policies concerning privacy and confidentiality bind discussions between a therapist and a client. The vast majority of what is discussed in therapy stays between the client and the therapist; however, there are some situations that either require or allow the therapist or New Hope staff to disclose protected health information (PHI) without the client's authorization. No information will be released without the client's written consent unless provided for by law. Clients have the right to disclose information as they are comfortable.

Your therapist may occasionally find it helpful to consult with other professionals about a case. During a consultation, the therapist will make every effort to avoid revealing the identity of their client. The consulting professional is also legally bound to keep the information confidential. Ordinarily, the therapist will not tell you about these consultations unless they believe that it is necessary for your treatment.

Possible exceptions to confidentiality include but are not limited to the following situations:

- Abuse, neglect, or exploitation of a child (age 17 or younger), a person 65 years old or older, or a patient in any type of licensed facility (mental health facility, hospital, nursing home, assisted living center);
- If a client or other person is believed to be an imminent and serious risk of harm to self or others;
- When there is an order from a court or administrative tribunal, a subpoena or other lawful process (such as divorces, child custody cases, adoptions, CPS- or APS-involved cases, criminal cases, or suits in which the mental health of a party is in issue);
- A negligence suit brought by the client against the therapist or the filing of a complaint with a licensing board or other state or federal regulatory authority;
- Essential government functions, affecting certain military service members, issues of intelligence and national security activities that are authorized by law, and eligibility for certain government benefit programs;
- Certain law enforcement purposes;
- For the purposes of health oversight agencies;

- U.S. Department of Health & Human Services compliance investigations, review or enforcement action; treatment, payment, and health care operations, including but not limited to: communication with other health care agencies and providers for the purposes of continuity of care for client’s healthcare; communication with the referral agency, consultation, and fee disputes between therapist and the client;
- Public health purposes;
- Workers’ compensation claims or cases;
- Emergencies when clients cannot provide consent;
- And any incidents to an otherwise permitted use and disclosure.

In cases that mandate a report, such as a CPS or APS report, there is no discretion on the part of the therapist not to report. Mandatory reports are legal requirements and the therapist is compelled to make the report, irrespective of the wishes of the client, family, guardian, therapist, agency, etc.

By signing this document, you acknowledge the therapist’s intent to act to protect yourself and others from serious harm, and consent is given for the therapist to warn anyone to prevent harm. This authorization shall expire when the threat of harm is resolved.

Initial _____

Court Appearances & Fees

Court-related and civil and criminal legal fees are *not* covered by insurance or assistance funds. If you become involved in legal proceedings that require your therapist’s participation, you agree to pay for any professional time that is spent on your legal matter, even if the request comes from another party. The court subpoena fees of New Hope therapists are as follows:

- \$150 per hour in court
- \$50 per hour of court preparation time, report preparation time, and court travel time
- \$.556 per mile for traveled distance

Fees are payable in their entirety one week before the hearing or deposition date by the party issuing the subpoena, requesting participation in a deposition, or requesting a written report for a specific hearing or court, with no exceptions.

Should court be continued or cancelled for any reason by the time the therapist arrives, the minimum non-refundable fee for this event will be \$350 per therapist.

Although it is the goal of the therapist to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. In most legal proceedings, you have the right to prevent the therapist from providing any information about your treatment; however, in some instances a judge may order the therapist to testify if they determine that the issue demands it, and the therapist must comply with the court order.

Initial _____

Therapist's Incapacity or Death

In the event that the therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of the client cases and records. By signing this document, you give your consent for another licensed mental health professional at New Hope to take possession of your files and records, providing you with copies upon request, or to deliver them to a therapist of your choice.

Initial _____

Electronic Communication Policy

The New Hope front office is open from 9am to 5pm, Mondays through Thursdays. While the therapists are usually in the office during this time, they are not available while in sessions with other clients. The front office staff, who are also under contracts to keep client information confidential, handle messages for the therapists and the majority of appointment scheduling. If you need to speak to your therapist urgently, please inform the front office staff, and they will attempt to get your therapist to contact you as soon as they are able. If you are unable to wait for your therapist to call back, please reach out to your primary physician or go to the nearest emergency room and ask for the psychiatrist/psychologist on duty.

Your therapist may provide you with their work cell number. Text messages between clients and therapists should contain only administrative communication: information concerning scheduling or cancellations. Emergent or psychotherapeutic discussion should only be made via phone call, never over text message. A phone call lasting 45 minutes or longer will have to be documented as a session, and charged accordingly.

By signing this document, you are consenting for New Hope to communicate with you by phone, text, mail, and email with the contact information that you have provided. You agree to immediately advise New Hope in the event of any change to your contact information, or if you decide to opt out of any form of electronic communication.

Initial _____

Consent to Treatment

By signing this document, you voluntarily agree to receive mental health assessment, care, treatment, or services and authorize the therapist to provide such care, treatment, or services as are considered necessary and advisable. In addition, you voluntarily agree to allow limited information to be used for the purposes of research and grant funding for New Hope. Signing indicates that you understand and agree to that you will participate in the planning of your care, treatment, and/or services, and that you may stop such care, treatment, data collection, or services at any time. By signing this document, you acknowledge that you have both read and understood all the terms and information contained herein. Ample opportunity has been afforded to you to ask questions and seek clarification of anything that remains unclear, or that you do not agree to.

Client Print Name

Signature

Date

New Hope Staff Print Name

Signature

Date



Hill Country Christian Counseling Center, Inc.

New Hope

1127 East Main St., Suite 100

Kerrville, Texas 78028

Office: 830-257-3009 Fax: 888-605-9651

www.newhopecounselingtx.org

Consent for TeleMental Health Sessions

TeleMental Health refers to psychotherapeutic sessions and consultations delivered via electronic technology. This allows therapists at New Hope Counseling Center to connect with clients using interactive video/audio data communication. One benefit is that the client and therapist can engage in services without physically being in the same location. This can be beneficial if the client moves to a different location or is unable to meet in person for appointments. It can also serve as an opportunity for treatment that may not otherwise be accessible for clients in rural locations.

In signing this document, you understand and agree with the policies and procedures New Hope has in place concerning telemental health and remote sessions.

Process of Remote Sessions

The decision to pursue remote telemental health sessions is determined either between the client and the New Hope front office before the client's initial session, or between the client and the therapist. Before the initial session, the therapist will reach out to the client to discuss the appropriate platform for the session (i.e. video conferencing via Zoom or ICANotes or Doxy.me, or audio conferencing over the phone) and to confirm the scheduled appointment. Upon connecting for the session, the therapist will review the PHQ9-GAD7 questionnaire with the client. After the questionnaire, the session may continue as necessary.

Technology Related Issues

Clients may be asked to download an applications or software and ensure that they have a decent broadband Internet connection or a smart phone device with a solid cellular connection for these services. Clients are solely responsible for any cost to obtain necessary equipment, accessories, or software to take part in remote telemental health sessions.

In the case of technological failure, clients should attempt to re-establish the connection with their therapist within the allotted appointment time. If clients are unable to re-establish the connection, clients are to contact New Hope to troubleshoot the issue, reschedule the appointment, or to coordinate an alternative method for treatment.

Risks to Confidentiality

Clients are expected to participate in their remote telemental health sessions from a safe, confidential location that will ensure privacy and minimize noise and distractions. It is important for clients to communicate to their therapist the confidentiality of their location at each session and announce any other individuals whom are present or within ear shot of sessions. Clients must understand that the therapist has the right to deem the situation inappropriate to continue a session due to any present distractions or issues with confidentiality.

Remote telemental health sessions pose unique and specific risks on both the part of the client and of the therapist. Psychotherapy sessions and communication may become distorted or disrupted by technological failures. New Hope will troubleshoot as best they can, but it must be recognized that sometimes there are glitches and issues with the encrypted video conferencing platforms that are beyond the control of the staff of the counseling center.

Access to Services

Clients must understand that remote telemental health services will not be provided if the client is outside of the state of Texas.

Appointments for remote sessions are to be scheduled in the same manner as in-person sessions, either with one’s therapist or via the New Hope front office during working business hours. Remote telemental health sessions are considered outpatient services and are not intended as a substitute for emergency or crisis services. If the client is in a state of emergency or crisis, they are to proceed immediately to their local emergency room, to call 911, or to call the MHDD Hotline (877) 466-0660. Additional crisis contacts are available on New Hope’s website.

Fees

The same fee rates will apply for remote telemental health sessions as apply for in-person sessions. The majority of insurance companies have adapted their coverage to include telecommunication, but it is important for clients to contact their insurance company prior to engaging in electronic psychotherapy sessions in order to determine whether the sessions will be covered. If a client’s insurance, HMO, third-party payer, or other managed care provider does not cover electronic psychotherapy sessions, the client is solely responsible for the appropriate fees of the session. It is the duty of the client to discuss their financial standing with the front office.

Client Print Name	Signature	Date
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New Hope Staff Print Name	Signature	Date
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HIPAA Notice of Privacy Practices

This notice tells you how we make use of your protected health information, hereafter referred to as PHI, at New Hope, how we might disclose your PHI to others, and how you can access your PHI. Please review this notice carefully and feel free to ask for clarification about anything presented here you might not understand. The privacy of your health information is very important to us and we want to do everything possible to protect that privacy.

We have a legal responsibility under the laws of the United States and the state of Texas to keep your health information private. Our responsibility is to give you this notice about our privacy practices, and to follow the practices in this notice.

This notice was most recently revised on July 12, 2021, and will be in effect until we deem the need to revise it further. We have the right to revise any of these privacy practices as long as those changes are permitted or required by law.

Any changes in our privacy practices will affect how we protect the privacy of your health information. This includes health information we will receive about you or that we create here at New Hope. These changes could also affect how we protect the privacy of any of your health information we had before these changes. When we make any of these changes, we will also change this notice. Current copies are available on the New Hope website and are available by request at no charge to you.

If you have any questions or concerns about the material in this document, please ask us for assistance, which we will provide at no charge to you.

By signing this document, you are agreeing with the disclosure policies and procedures New Hope has set forth concerning your protected health information.

Here are some examples of how we use and disclose information about your health information. We may use or disclose your health information:

To the Individual – to individuals (or their personal representatives) specifically when they request access to, or an accounting of disclosures of their protected health information. When you request access to your PHI, we are required, in most cases, to disclose your information. This also includes anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization in writing anytime you want. When you revoke an authorization, it will only affect your information from that point on.

Required Disclosures to Others – New Hope is required to disclose a client’s protected health information (PHI), without an individual’s authorization, for the following purposes or situations:

Public Interest and Benefit Activities include, but are not limited to:

- **Abuse, Neglect, or Exploitation** – If there are concerns about the abuse, neglect, or exploitation of a child (age 17 or younger), a person 65 years old or older, or a person with a disability, then a mandatory report to Child Protective Services (CPS), Adult Protective Services (APS), a law enforcement agency and/or any other appropriate federal, state, or local agency will be made.
- **Serious Threat to Health or Safety** – New Hope may disclose PHI that is necessary to prevent or lessen a serious and imminent threat to a person or the public, when such disclosure is to someone who is believed to be able to prevent or lessen the threat (including the target of the threat).
- **Judicial and Administrative Proceedings** – Order from a court or administrative tribunal, a subpoena or other lawful process. This includes, but is not limited to: child custody cases, CPS or APS involved cases, suits in which the mental health of a party is in issue, a negligence suit brought by the client against the therapist, and/or the filing of a complaint with a licensing board or other state or federal regulatory authority.
- **Law Enforcement Purposes** – Including but not limited to requests as required by law, such as court orders, court-ordered warrants, subpoenas, and administrative requests.
- New Hope may disclose PHI to **health oversight agencies** for purposes of legally authorized health oversight activities, such as audits and investigations necessary for oversight of the health care system and government benefit programs.
- In any case that the **U.S. Department of Health & Human Services** is undertaking a compliance investigation or review or enforcement action related to the HIPAA Privacy and Security Rule.

Required by Law – Covered entities may use and disclose protected health information without individual authorization as required by law (including by statute, regulation, or court orders). *In cases that mandate a report, such as a CPS or APS report, there is no discretion on the part of the therapist to not report. Mandatory reports are legal requirements and the therapist is compelled to make the report, irrespective of the wishes of the client, family, guardian, therapist, agency, etc.*

Permitted Disclosures to Others – New Hope is permitted, but not required, to use and disclose a client’s Personal Health Information (PHI), without an individual’s authorization for the following purposes or situations:

Treatment, Payment, and Health Care Operations – New Hope may use and disclose PHI for its own treatment, payment, and health care operations activities. We also may disclose PHI for the treatment activities of any health care provider, the payment activities of another covered entity, or the health care operations of another covered entity involving either quality or competency assurance activities or fraud and abuse detection and compliance activities, if New Hope and the covered entity have or had a relationship with the individual

and the protected health information pertains to the relationship; including but not limited to:

- **Treatment** – is the provision, coordination, or management of health care and related services for an individual by one or more health care providers, including consultation between providers regarding a patient and referral of a patient by one provider to another. We may communicate with: other health care agencies and providers for the purposes of ensuring a continuity of care for your health care; your physician or another healthcare provider who is also treating you; anyone on our staff involved in your treatment program; and/or the referral agency.
- **Health Care Operations** – any of the following activities: (a) quality assessment and improvement activities, including case management and care coordination; (b) competency assurance activities and quality improvement services, including provider performance evaluation, clinical supervision, credentialing, accreditation, certification, and licensing; (c) conducting or arranging for medical reviews, audits, or legal services, including fraud and abuse detection and compliance programs; (d) specified insurance functions, such as underwriting, risk rating, and reinsuring risk; (e) business planning, development, supervision, management, and administration; and (f) business management and general administrative activities of the entity, including but not limited to: de-identifying protected health information, creating a limited data set, and certain fundraising for New Hope. We may communicate with our own staff or external staff in connection with New Hope’s operations.
- **Payment** – encompasses activities of a health care provider to obtain payment or be reimbursed for the provision of health care to an individual. We may communicate with a third party payer or yourself to receive payment for services we provide for you.

Public Interest and Benefit Activities – including, but not limited to:

- **Sexually Transmitted Diseases** – including HIV/AIDS, chancroid, chlamydia trachomatis, Neisseria gonorrhoea, and syphilis infections.
- **Essential Government Functions** – an authorization is not required to use or disclose PHI for certain essential government functions. Such functions include: assuring proper execution of a military mission, conducting intelligence and national security activities that are authorized by law, providing protective services to the President, making medical suitability determinations for U.S. State Department employees, protecting the health and safety of inmates or employees in a correctional institution, and determining eligibility for or conducting enrollment in certain government benefit programs.
- **Law Enforcement Purposes** – New Hope may disclose protected health information to law enforcement officials for law enforcement purposes under the following circumstance, and subject to specified conditions: to identify or locate a suspect, fugitive, material witness, or missing person; in response to a law enforcement official’s request for information about a victim or suspected victim of a crime; to alert law enforcement of a person’s death, if New Hope suspects that criminal activity caused the death; when New Hope believes that PHI is evidence of a crime that occurred on its premises; and by a provider in a medical emergency not

occurring on New Hope premises, when necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

- **Workers' Compensation** – New Hope may disclose PHI as authorized by, and to comply with, workers' compensation laws and other similar programs providing benefits for work-related injuries, illnesses, claims, or cases.

Opportunity to Agree or Object – Informal permission may be obtained by asking the individual outright, or by circumstances that clearly give the individual the opportunity to agree, acquiesce, or object. Where the individual is incapacitated, in an emergency situation, or not available, covered entities generally may make such uses and disclosures, if in the exercise of their professional judgement, the use or disclosure is determined to be in the best interests of the individual. We may communicate with a family member, a person responsible for your care, or your personal representative in the event of an emergency. If you are present in such a case, we will give you an opportunity to object. If you object, or are not present, or are incapable of responding, we may use our professional judgement, in light of the nature of the emergency, to go ahead and use or disclose your health information in your best interest at the time. In so doing, we will only use or disclose the aspects your health information that is necessary to respond to the emergency.

Incident to an Otherwise Permitted Use and Disclosure – A use or disclosure of this information that occurs as a result of, or as “incident to,” an otherwise permitted use or disclosure is permitted as long as New Hope has adopted reasonable safeguards as required by the Privacy Rule, and the information being shared was limited to the “minimum necessary,” as required by the Privacy Rule.

Most uses and disclosures of psychotherapy notes for treatment, payment, and health care operations purposes require an authorization. Psychotherapy notes are not the same as progress notes.

We will not use your health information in any of New Hope's marketing, development, public relations, or related activities without your written authorization. We cannot use or disclose your health information in any ways other than those described in this notice or otherwise required by law unless you give us written permission.

As a client of New Hope Counseling Center, you have these important rights:

- A. With limited exceptions, you can make a written request to inspect your Personal Health Information (PHI) that we have on file for our use.
- B. You can ask us for copies of the PHI mentioned in section “A” above.
- C. You have a right to a copy of this notice at no charge.
- D. You can make a written request to have us communicate with you about your health information by alternative means, at an alternative location. (An example would be if you request that we contact you on an alternative phone number other than your primary number, or if your primary language is not spoken at New Hope.) Your written request must specify the alternative means and location.
- E. You can make a written request that we place other restrictions on the ways we use or disclose your health information. We may deny any or all of your requested restrictions. If we agree to these restrictions, we will abide by them in all situations except those which, in our professional judgment, constitute an emergency.
- F. You can make a written request that we amend the information in section “A” above.
- G. If we approve your written amendment, we will change our records accordingly. We will also notify anyone else who may have received this information, and anyone else of your choosing.
- H. If we deny your amendment, you can place a written statement in our records disagreeing with our denial of your request.
- I. You may make a written request that we provide you with a list of those occasions where we or our business associates disclosed your health information for purposes other than treatment, payment, or New Hope’s operations. This can go back as far as six years prior to the date of request.
- J. If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice, you may file a written complaint to the following person:

Operations Manager
New Hope Counseling Center
1127 E. Main St., Suite 100
Kerrville, TX 78028

- K. You may also submit a written complaint to the Department of State Health Services by writing to:

Texas Department of State Health Services
Mail Code 1982
P.O. Box 149347
Austin, TX 78714-9347

New Hope can deny an individual access to PHI for the following reasons:

- A licensed health care professional has determined in the exercise of professional judgment that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person. This ground for denial does not extend to concerns about psychological or emotional harm (e.g., concerns that the individual will not be able to understand the information or may be upset by it).
- The request is for psychotherapy notes, or information compiled in reasonable anticipation of, or for use in, a legal proceeding.

Client Print Name

Signature

Date

New Hope Staff Print Name

Signature

Date