# Juliet West Counseling Counseling Agreement and Acknowledgments

# **PARTIES:**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and among

Juliet West Counseling,\_\_\_\_\_\_,and\_\_\_\_\_

adult client(s) names),

## **DESCRIPTION OF SERVICES:**

**Our counselors are Christian**, which means they believe Jesus Christ is the Son of God, and that by trusting in His atoning death, anyone may have life in His name (John 5:24). Juliet West Counseling will provide you with counseling services. Our counseling services involve caring for the inner person in Jesus' name- psychologically, relationally, and spiritually- through a therapeutic relationship based on Christian principles. In some cases, **Scripture may be used** as an integral part of therapy.

You agree that Christian beliefs and Christian scripture **may be used** as part of your therapy and counseling session(s). Counseling/therapy will be provided on a session by session basis.

## **FEE AGREEMENT:**

Each counseling session will be approximately 50 minutes long. The cost for each session is \$150.00, and is due at time of service. Check, VISA and MasterCard, Discover, and American Express are accepted. Juliet West Counseling does not accept insurance or communicate with insurance carriers directly with respect to payment for sessions. To the extent you wish to be reimbursed by your insurance for any payments to Juliet West Counseling, seeking such reimbursement is your sole responsibility. Juliet West Counseling will not communicate or deal directly with your insurance carrier.

In the event you fail to pay Juliet West Counseling for services provided by Juliet West Counseling and/or its counselors, you shall be liable to Juliet West Counseling for the amount owed or balance of the amount owed as well as for any and all attorneys fees and costs associated with collecting the outstanding amount.

#### **LENGTH OF TREATMENT:**

The number of necessary sessions will vary on a case by case basis and will be determined by you and your counselor. You acknowledge that each individual has unique strengths and weaknesses, and each problem is different. The goal is that each client will finish counseling in a timely manner, without unnecessary waste of time or money. Juliet West Counseling and you each have the right to terminate treatment at any time. If you choose to terminate treatment, upon request, your counselor will provide you with the names of other qualified professionals whose services you might prefer. Termination of treatment is subject to the cancellation policy outlined below. Your obligation to pay for services previously provided survives the termination of treatment.

#### GOALS, RISKS, AND BENEFITS:

There are many good reasons to expect that counseling will benefit you, yet there are no

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absolute guarantees. **Counseling is a journey involving work from both the counselor and the client.** The purpose of counseling is to bring about changes for the better in a person's life. However, it is not always possible to know in advance what those changes might be. We work together to explore options. The client has the right and privilege to decide the right solutions for him/herself. In counseling the client may be discovering things that he or she have previously ignored, tolerated, or overlooked, so it is possible that their problems may seem to get worse before they get better. It usually takes some time to see the positive results. As such, Juliet West Counseling makes no representations or warranties regarding the outcome of services it provides. If you have concerns at any point in the process, we can reevaluate your goals and desires for therapy.

#### **CANCELLATION POLICY:**

In the event that you will not be able to attend a scheduled session or elect to terminate treatment prior to a scheduled session, **prior notification of at least 24 hours** is required to avoid incurring a fee for a scheduled, unattended session. **In the event you fail to provide notice of cancellation or cancel less than 24 hours before your appointment, you will be charged and agree to pay the full cost of the session. Cancellation fees will be billed to the credit card on file. In the event a cancellation fee is charged and you do not have a credit card on file, Juliet West Counseling will invoice you at the address you provide at the time you register for treatment. Payment on all invoices is due within thirty days of the date of the invoice. Additional treatment will be denied until Juliet West Counseling receives payment in full for past and current services.** 

#### YOUR RIGHT TO PRIVACY:

All of our communication becomes part of the clinical record. **Records are the property of Juliet West Counseling**. All client records are disposed of five years after the final counseling session, with the exception being minor client records are disposed of five years after the client's 18<sup>th</sup> birthday. Most of our communications are confidential, but the following limitations and exceptions do exist:

- The use of case records for purposes of supervision. In such cases, to preserve confidentiality, the client will be identified by first name only.
- The counselor determines that the client is a danger to him/herself or someone else.
- The client discloses abuse, neglect, or exploitations of a child, elderly or disabled person.
- The client discloses sexual contact with another mental health professional.
- A court orders the disclosure of information.
- This agreement and invoices for services shall not be confidential in the event you fail to pay for services or violate any term of this agreement.

#### LEGAL PROCEEDINGS:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature and Juliet West Counseling's religious view with respect to divorce and litigation amongst family members, it is agreed that should there be legal proceedings, (such as, but not limited to, divorce and child custody disputes) neither you (client or parents/guardians of client) nor your attorney(s), nor anyone else acting on your behalf will subpoena or otherwise request the counselors at Juliet West Counseling to testify in court, deposition, or at any other proceeding, nor will you request disclosure of therapy records. In the event you breach this provision by making such request and a court orders, over Juliet West Counseling's objection, that Juliet West Counseling (or its counselors) are to provide oral testimony or the court orders production of documents, you agree to pay liquidated damages of \$2,000.00 in addition to any and all attorneys fees and costs incurred by Juliet West Counseling in connection with objecting to

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such subpoena or request, the enforcement of this provision, or prosecuting the breach of this agreement. This provision survives the termination of treatment.

# E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:

It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office. Also, be aware that phone messages are transcribed and sent to your therapist via unencrypted emails. Please notify your therapist if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, your therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

#### **TERMINATION OF SESSION:**

You agree that a session may be terminated if the counselor observes behavior suggesting that the client is under the influence of drugs or alcohol. In a chemically induced state, the client is not in a mental, emotional, or psychological position to benefit from the session, and it would not be a wise expenditure of the client or counselor's time. The session is expected to be paid in full if it is terminated due to apparent client intoxication.

## **EMERGENCIES:**

During office hours, you can reach your counselor at 512-596-2929. In the event of an emergency or if you are unable to a counselor in a timely manner, contact Shoal Creek Emergency Hotline at 512-324-2000. It is your responsibility to seek the appropriate resources in emergency situations.

By your signature below, you are indicating that you have read and understand this agreement and that you therefore give your consent for you to be treated at Juliet West Counseling pursuant to the conditions of this agreement.

Client

Client

Date

Date

Counselor's signature

Date

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