

Stephen J. Terrell, MS ,LPC, SEP
Transforming Touch® Therapist
Licensed Professional Counselor #15575
8500 North MOPAC, Suite 701 Austin, Texas 78759
512-206-0260 * 512-206-0260 (fax) *
steve@austinattach.com

This form provides you (Client) with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis. (Revised 1/05)

CONFIDENTIALITY:

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

When Disclosure Is Required by Law:

Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to Stephen J. Terrell (Terrell) that the client presents a danger to others. When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Terrell. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Terrell will use his clinical judgment when revealing such information. Terrell will not release records to any outside party unless he is authorized to do so by all adult family members who were part of the treatment.

Emergencies:

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

Health Insurance & confidentiality of records:

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Terrell, only the minimum necessary information will be communicated to the carrier. Terrell has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been also reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

Litigation Limitation:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc..), neither you nor your attorney's, nor anyone else acting on your behalf will call on Terrell to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. In the event that court or legal issues arise in the course of treatment, a \$350.00 fee in the form of a cashier's check will be collected for preparation of medical records and other pertinent documentation. This fee is to be paid one week prior to the service rendered. If I am required to go to court or to complete a deposition, the minimum required fee will be \$300.00 per hour for eight hours. The payment must be received in the form of a cashier's check.

Consultation:

Terrell consults regularly with other professionals regarding his clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes:

It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, Terrell's email is not

encrypted. Faxes can easily be sent erroneously to the wrong address. Terrell's computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers. Please notify Terrell if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cellphone or Faxes. Please do not use e-mail or faxes for emergencies.

Records and Your Right to Review Them:

Both the law and the standards of Terrell's profession require that he keeps appropriate treatment records for at least 7 years. If a patient was younger than 18 years of age when last treated, the medical records will be kept until the patient reaches age 21, or for seven years from the date of last treatment, whichever is longer. If you have concerns regarding the treatment records, please discuss them with Terrell. As a client, you have the right, which may be restricted only in exceptional circumstances, to inspect your PHI that may be used to make decisions about your care. Your right to inspect your PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We will charge you a reasonable cost-based fee for expenses such as copies and staff time. You may request that we provide copies in the format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed in this notice. You may also request access by sending us a letter to the address in this notice. If you request copies we will charge you \$0.35 for each page, \$20.00 per hour for staff time to locate and copy your health information, and postage if you want copies mailed to you. If you prefer, we will prepare a summary or an explanation of your health information for a lower fee. Contact us using the information listed in this notice for a full explanation of our fee structure.

Telephone and Emergency Procedures.:

If you need to contact Terrell between sessions, please leave a message on voicemail 512-206-0260 x3 and your call will be returned as soon as possible. Terrell checks his messages several times during normal office hours (9am - 5pm CST).

If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services 512. 472.HELP or the Police: 911. Please do not use e-mail or Faxes for emergencies. Terrell does not always check his e-mail or Faxes daily.

Payments and Insurance Reimbursement:

All fees are due at time of service unless other arrangements have been made between Terrell and Client: We are a fee for service practice which means we are not on any insurance boards and the client needs to investigate their policy for out of network services if any are available for reimbursement.

Initial Intake	\$200.00
After 5pm or Weekends Initial Intake	\$300.00
Individual Therapy in Office (45mins)	\$175.00
Tele-Mental Health Session (45 mins)	\$175.00
After 5pm or Weekends Standard Session	\$200.00
Less than 24-hour Cancelation	Full Fee
Late Fee after 7 days from day of service	\$25.00
Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, ETC	\$45.00 per 15-minute increments
Copy of Records	\$0.35 per page and \$30.00 admin per hour
Professional Consultation (45mins)	\$175.00
Intensive Treatment (per 45 mins)	\$200.00

For Your Convenience:

I accept cash, checks, wire transfers or credit cards (3.5% service fee on credit cards added to invoice). You will receive an invoice following all appointments that allows you to pay your fees online.

There will be a \$15.00 late fee attached to fees not collected prior to client's next scheduled session.

Fees that are unpaid, or that appear likely to be unpaid, will be discussed with you individually. Please inform the therapist ahead of time or as soon as you know if there are changes in your ability or willingness to pay.

Accounts that are not paid within two sessions will be considered delinquent. At that point, if payment arrangements have not been made, routine appointments will cease until the situation is addressed.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Terrell will provide you with a copy of your invoice at time of service, which you can then submit to your insurance company for reimbursement if you so choose.

As was indicated in the section Health Insurance & confidentiality of records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk.

Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies.

It is your responsibility to verify the specifics of your coverage.

If your account is overdue (unpaid) and there is no written agreement on a payment plan, Terrell can use legal or other means (courts, collection agencies, etc.) to obtain payment. Consent to assume financial responsibility for these services does not entitle the third-party payer access to confidential information unless agreed in writing otherwise by the named above client.

If you are participating in Tele-Mental Health, (telemedicine), please check with your insurance company to determine if reimbursement is an option.

Mediation and Arbitration:

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Terrell and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Travis County, Texas in accordance with the rules of the American Arbitration Association which is in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Terrell can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Process of Therapy/Evaluation:

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy.

Working toward these benefits, however, requires effort on your part.

Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Terrell will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly.

Sometimes more than one approach can be helpful in dealing with a certain situation.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc.

Terrell may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended.

Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member.

Change will sometimes be easy and swift, but more often it will be slow and even frustrating.

There is no guarantee that psychotherapy will yield positive or intended results.

During the course of therapy, Terrell is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you.

Terrell's primary treatment is using Transforming Touch®. Other approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, family systems, developmental (adult, child, family), humanistic or psycho-educational, Dyadic Developmental Psychotherapy, Somatic Experiencing, EMDR, and Play Therapy.

Terrell provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

Discussion of Treatment Plan:

Within a reasonable period of time after the initiation of treatment, Terrell will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his view of the possible outcomes of treatment.

If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Terrell's expertise in employing them, or about the treatment plan, please ask and you will be answered fully.

You also have the right to ask about other treatments for your condition and their risks and benefits.

If you could benefit from any treatment that Terrell does not provide, he has an ethical obligation to assist you in obtaining those treatments.

Transforming Touch®:

Terrell may also incorporate non-sexual touch as part of psychotherapy.

Sexual touch of clients by therapists is unethical and illegal.

Terrell will ask your permission before implementing touch, and you have the right to decline or refuse to be touched without any fear or concern about reprisal.

Touch can be very beneficial, but can also unexpectedly evoke emotions, thoughts, physical reactions or memories that may be upsetting, depressing, evoke anger, etc.

Sharing and processing such feelings with the therapist, if they arise, may be a helpful part of therapy.

You may request not to be touched at any time during therapy without needing to explain it, if you choose not to, and without fear of punishment.

Intensives:

Special arrangements for therapy are made for those who travel long distances. Client understands and agrees that payment is due in full at beginning of intensive therapy.

There is no guarantee that insurance will cover all the costs related to the intensive.

Invoice is coded to reflect extended therapy per day and invoices are given for each day.

Prior approval is recommended before scheduling intensive with insurance carrier

\$250.00 deposit is required when scheduling your intensive. Deposit is fully refunded up until 14 days prior to scheduled intensive.

Tele-Mental Health:

“Tele-Mental Health” means, in short, provision of mental health services with Stephen J. Terrell and recipient of services being in separate locations, and the services being delivered over electronic media. Services delivered via Tele-Mental Health rely on a number of electronic, often Internet-based, technology tools. These tools can include videoconferencing software, email, text messaging, virtual environments, specialized mobile health (“mHealth”) apps, and others.

U.S. based clients not residing in Texas will need to work with me in a consultant capacity until licensure laws among the states catch up with technology.

Insurance, both in- and out-of-network cannot be billed if you are in a state other than Texas. As a consultant, I am a little more collaborative and directive than in a traditional counseling role. Our work will be less directed by diagnosis of a mental health issue and more about what you want to see different in your life. The difference is subtle but it keeps things within the current rules.

Outside of the U.S., regulations are much more flexible. I'll need to know which country you are in to verify the rules but it is often the case that working with a U.S. based counselor will be permitted.

Dual Relationships:

Not all dual or multiple relationships are unethical or avoidable.

Therapy never involves sexual or any other dual relationship that impairs Terrell's objectivity, clinical judgment or can be exploitative in nature.

Terrell will assess carefully before entering into nonsexual and non-exploitative dual relationships with clients.

Austin is a small community and many clients know each other and Terrell from the community.

Consequently, you may bump into someone you know in the waiting room or into Terrell in the community.

Terrell will never acknowledge working with anyone without his/her written permission.

Many clients choose Terrell as their therapist because they knew him before they entered into therapy with him and/or have personal aware of his professional work and achievements. Nevertheless, Terrell will discuss with you, his client, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships.

Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time.

It is your, the client's responsibility to communicate to Terrell if the dual or multiple relationship become uncomfortable for you in any way. Terrell will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if he finds it interfering with the effectiveness of the therapy or the welfare of the client.

Minor Informed Consent:

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records.

It is my policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or to your records. If they agree, I will provide them only with general information about our work together, subject to your approval, or, if I feel it is important for them to know in order to make sure that you and people around you are safe.

If I think it is appropriate, I will involve them, if I feel that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, I will discuss the matter with you, if possible.

I will do the best I can to resolve any differences that you and I may have about what I am prepared to discuss.

I was also notified that all material discussed during the psychotherapy sessions is confidential and can be released only with the permission of the holder of the privilege.

In case of a minor, special sensitivity may be required in releasing information about certain topics such as drugs and sex. I will accept Terrell's judgment in regard to releasing or sharing information obtained during the course of psychotherapy with the minor that may endanger or jeopardize the patient's well-being.

Cancellation:

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or canceling an appointment.

Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

Most insurance companies do not reimburse for missed sessions.

\$250.00 will be charged for intensives canceled within 14 days.

TERMINATION:

As set forth above, after the first couple of meetings, Terrell will assess if he can be of benefit to you.

Terrell does not accept clients who, in his opinion, he cannot help. In such a case, he will give you a referral to another therapist.

If at any point during psychotherapy, Terrell assesses that he is not effective in helping you reach the therapeutic goals, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a referral that may be of help to you. If you request it and authorize it in writing, Terrell will talk to the referral of your choice in order to assist with the transition.

If at any time you want another professional's opinion or wish to consult with another therapist, Terrell will assist you in finding someone qualified, and if he has your written consent, he will provide them with the essential information needed.

You have the right to terminate therapy at any time. If you choose to do so, Terrell will offer to provide you with names of other qualified professionals whose services you might prefer.

By submitting the Request for Individual Therapy, I am attesting to the following:

I have received and understand Stephen Terrell's Notice of Privacy Practices and Client Disclosure written in plain language. The notices provides in detail the uses and disclosure of my protected health information that may be made by Stephen Terrell, my individual rights, how I may exercise these rights, and Stephen Terrell's legal duties with respect to my information.

I understand that Stephen Terrell reserves the right to change the terms of its Notice of Privacy Practices and Client Disclosure, and to make changes regarding all protected health information resident at, controlled by, Stephen Terrell. If changes of the policy occur, Stephen Terrell will provide a revised Notice of Practices and/or Disclosure upon request.