



## Agreement to Enter into Counseling Services

**About Back on Track LLC:** Back on Track LLC is a limited liability company in the state of Georgia that provides psychotherapy and professional counseling services as well as educational and support services for children and their families. All therapists are either fully licensed or associate licensed professional counselors in the state of Georgia and participate in appropriate supervision and peer consultation as well as ongoing continuing education.

**RISKS and BENEFITS of THERAPY:** Participation in counseling can result in a number of benefits to your child, including improving interpersonal relationships and changing behaviors that are preventing him/her from reaching goals. Working toward these benefits requires effort and cooperation on your part as well as from your child. For all who participate, counseling requires very active involvement, honesty and openness in order to change thoughts, feelings and/or behavior. Your therapist may ask you or your child for feedback on the process and the progress of your child's counseling, 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 counseling, remembering or talking about unpleasant events, feelings or thoughts can result in your child experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. The therapist may challenge some of your child's assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause him/her to feel upset, angry, depressed, challenged or disappointed. Attempting to resolve difficult issues may result in changes that were not originally intended. Counseling may result in decisions about changing behaviors, substance use, schooling, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes happen quickly, but more often it will require time and patience from both the child and the parent/caregiver. There is no guarantee that counseling will yield positive or intended results. There are many different methods that may be used to deal with the concerns that you hope to address. At any time, you may ask your clinician(s) to explain more about how they work, why they are gathering information, or why they are prescribing a particular approach. There are alternatives and many adjuncts to the counseling process. These include, but are not limited to support groups and referrals to other specialists or professionals such as dietitians, psychiatrists or psychologists. If at any time during your relationship with your therapist, you have any questions about the therapeutic process, please feel free to ask.

**DISCUSSION OF TREATMENT PLAN:** During the first session and throughout this process, your counselor will discuss with you (and/or your child, if age appropriate) your and their understanding of the problem, treatment plan, therapeutic objectives and view of the possible outcomes of treatment. If you have unanswered questions about anything in the course of your child's counseling, about the therapist's expertise, 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 child's concerns and their risks and benefits. If your child could benefit from any treatment that Back on Track does not provide, we have an ethical obligation to assist you in obtaining those treatments.

**CONFIDENTIALITY:** The right to confidentiality means that unless you give us written permission, we may not give any information about your child to anyone. There are certain situations where sharing information between your child's school, pediatrician, or other professional may be beneficial to treatment and this will be discussed with you and you will be asked to sign a Consent for the Release of Confidential Information form. There are specific times, however, when the law requires us to give information about you or your child with or without your consent.

Your therapist will keep confidential anything you or your child says with the following exceptions:

- **Harm to Self or Others:** If during treatment the therapist becomes concerned about safety, either your child's or someone else's, the therapist is obligated by law to do whatever he/she can within the limits of the law to prevent your child from injuring him/herself or others. For this purpose, the therapist may also contact law enforcement, hospitals or an emergency contact whose name you have provided.
- **Abuse of children and vulnerable adults (elders):** In accordance with state law, we are mandated reporters of child abuse and neglect. That is, we are required to report this information to the appropriate county office of the Department of Family and Children Services any time there is reasonable cause to believe that a child under the age of 18 years old has had physical injury inflicted upon him or her by a parent or caretaker by other than

accidental means; has been neglected; exploited by a parent or caretaker; or has been sexually assaulted or sexually exploited.

- **Prenatal Exposure to Controlled Substances:** Mental health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.
- **Insurance Providers** (when applicable): Insurance companies and other third-party payers are given information that they request regarding services to clients.
- **When required by Subpoena or Court Order**
- **In the case we need to collect unpaid payments, a collection agency may be utilized.**

Information that may be requested includes, but is not limited to: types of service, dates/times of service, diagnosis, treatment plan, a description of impairment, progress of therapy, case notes, and summaries.

**CONFIDENTIALITY AND THE TREATMENT OF MINORS:** Confidentiality with regard to therapy is a special topic when the client is a minor. A child's therapy is a special time when a trusting relationship develops. In order to respect your child's privacy, the therapist will not usually share specifics of the session. However, the therapist may share with you areas of strength, concern, and/or provide general feedback and recommendations which are relevant or important for you to know. Please understand that your child maintains certain rights of privacy and confidentiality in his or her communications with the therapist.

**EMAIL, TEXT, VOICEMAIL:** We will communicate with clients through email or voicemail regarding scheduling and payment issues. We use an encrypted HIPPA compliant email system to protect personal health information but cannot guarantee absolute confidentiality if you choose to send identifying information in an email. We also cannot guarantee confidentiality if you choose to use texting as a means of communication. Voicemail is checked daily Monday through Friday and every attempt is made to return calls within 48 hours. Voicemail is protected by a password and secure to the best of our ability but we cannot guarantee absolute confidentiality so do not leave confidential or sensitive information on a voicemail.

**SOCIAL MEDIA:** In order to protect your confidentiality we cannot accept friend or connection requests from clients on any social media platform.

**CONSENT TO RECORD:** Therapist requests consent to digitally record all or part of a session at his/her discretion. These recordings will be used for treatment purposes and to provide protection for both the therapist and your child. All recordings are stored securely until destroyed. These recordings are kept separate and are not part of your child's medical record therefore the HIPAA Privacy Rule **does not** give you the right of access to inspect and obtain a copy of these recordings.

**CONSULTATION:** Therapists consult regularly with other professionals regarding clients; however, the client's name or other identifying information is never disclosed. The client's identity remains completely anonymous and confidentiality is fully maintained.

**PAYMENTS and FEES:** Payment for your session is due at the time of service. We accept cash, checks and debit/credit cards. Returned checks will incur a \$35 returned check fee. We work with a number of insurance companies via managed care contracts and we are responsible for filing claims for our services. If using insurance benefits, you are responsible for paying your co-payment or deductible at the time services are rendered. There are no exceptions. Payment arrangements are discussed before or during your initial session. (See fee schedule below)

**MISSED APPOINTMENTS and CANCELLATIONS:** Sessions will start and end on time. If you are late, your appointment will still end at the scheduled time. We expect you to keep your appointments, but we always consider broken appointments individually and understand that emergencies do arise. Please remember, however, that insurance will not pay for missed appointments and someone else could have benefited from the time that was reserved for you. Please give our other clients and your therapist the courtesy of a 24 hour notice if you must cancel or reschedule an appointment. If you give less than 24 hours advance notice, you will be charged a \$55 fee, which must be paid before the beginning of your next appointment. If you miss an appointment without giving any notice at all, you will be charged the full session rate which is due prior to the beginning of your next session. (See fee schedule below)

**LETTERS AND PHONE CALLS:** Please note that insurance benefits will not pay for time spent when you request correspondence. When you require written correspondence from our office, there is a \$75 fee per request. If you request that therapist have a telephone conversation with a collateral contact (ie an attorney or teacher) telephone consults are billed at \$50 per 30 minutes. We provide the first 10 minutes as a professional courtesy to our clients. (See fee schedule below)

**ADULT ACCOMPANIMENT OF MINORS:** A parent or guardian must remain on the premises for the duration of your child's session. You cannot drop your child off and come back later to pick them up. Situations can arise that are beyond your control that would prevent you from getting back on time, and if you leave the premises, and the therapist has to stay with your child, they cannot start the next client's session on time. Additionally, if a medical emergency should arise with your child, the therapist will need you to be immediately available. While your child is in session, please have a seat in the waiting room.

**OFFICE HOURS AND AVAILABILITY:** Our regular office hours are 2:00 PM to 7:00 PM weekdays. Saturday morning appointments are available on a limited basis. You may reach us via telephone/voicemail during regular office hours. If your therapist is in session, you can leave a message and your call will be returned as soon as possible. Non-emergency messages left after 6 PM or on weekends will be returned the next business day at the earliest opportunity.

**Back on Track, LLC is not an emergency services agency. We do not provide emergency services. If you have a life threatening emergency you should call 911 or go to the hospital of your choice.** Only contact your therapist in an emergency after you have already obtained emergency assistance from 911 or your choice of medical support.

**EMERGENCY PROCEDURES:** If you are in a life and death emergency situation dial 911 for assistance or go immediately to a nearby hospital emergency room. You may also call the Georgia Crisis and Access Line for any mental health emergency at 1-800-715-4225.

**THERAPEUTIC RELATIONSHIP:** Although the client-therapist sessions will be intimate psychologically, it is important for you to understand that the client-therapist relationship is professional and not social. Your child's sessions will focus on his/her concerns exclusively. Our therapists may occasionally share experiences and struggles as models for clients. Nonetheless, your child will still be experiencing the therapist in a professional role solely. All contact will be limited to sessions arranged with your therapist. All in-person sessions are held in the Back on Track office location. If you should encounter your therapist outside of the counseling session, the therapist will speak with you only if you or your child initiates the contact; this allows you to maintain the privacy of your therapeutic relationship. It is sometimes difficult for children to understand this. If this were to happen, please explain to your child that the therapist is not initiating contact because some kids don't want others to know that they are participating in counseling, and not because the therapist doesn't want to speak with him/her. Remember, all conversations directly related to your child's treatment should be saved for the office, not discussed in the community. Sexual involvement between therapist and client or parent is never part of the counseling process, nor is any other action or dual relationship situation that might impair the therapist's objectivity, clinical judgment, or therapeutic effectiveness, or that could be exploitative in nature. In addition, the therapist will never acknowledge working therapeutically with anyone without his/her written permission. In some instances, even with permission, the therapist will preserve the integrity of the working relationship. For this reason your therapist will not accept any invitations via social networking sites, respond to blogs written by clients, or accept invitations to attend activities that the child participates in (ie play or recital). Your therapist also will not purchase products from your child or family members including fund raisers for schools or other organizations.

**MEDIATION & ARBITRATION:** All disputes arising out of or in relation to this agreement to provide counseling 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 Back on Track LLC and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association that are 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, We Are Back on Track, LLC can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**TERMINATION:** During the initial intake process and the first couple of sessions, your therapist will assess if he or she can be of benefit to your child. We do not accept clients who, in the therapist's opinion, he/she cannot help. In such a case, we will give you a number of referrals that you may contact. If at any point during counseling, the therapist assesses that they are not effective in helping your child reach his/her therapeutic goals, he/she is obliged to discuss this with you, up to and including termination of treatment. In such a case, the therapist would give you a number of referrals that may be of help to you. If you request and authorize in writing, the therapist will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, we will assist you in finding someone qualified and, if we have your written consent, will provide her or him with the essential information needed. You have the right to terminate counseling at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

**DIVORCE AND CUSTODY CASES:** *We are not custody evaluators and cannot make any recommendations on custody. We can refer you to a list of licensed psychologists who provide custody evaluation if needed.* \*\* Due to the sensitive nature of divorce and all potential issues that may arise in such cases, we have very specific policies to which you must agree before we enter a counseling relationship:

1. We require a copy of any standing court order demonstrating the custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge at the first intake session. We need to have contact and written/signed consent with/from both legal guardians **before** we see the child for counseling.
2. We will provide a one hour interview with any court-ordered Guardian ad Litem whom the court has ordered to have access to the child's records and that session time will be paid by the parents.
3. We will be in equal contact with both parents who share in the legal custody of the child being seen for counseling and will offer and encourage opportunities for both parents to participate in parent consultations along the way.
4. **We require all clients waive right to subpoena any of our therapists to court.** This policy is set in order that we can preserve the integrity of the therapeutic progress and relationship with you and/or your child(ren). We will be happy to provide a referral to another therapist who will be willing to appear in court if needed as an alternative if you would prefer.

**LEGAL ISSUES:** Back on Track therapists are not trained in matters that involve the legal system. If your involvement in any legal matters leads to your therapist being subpoenaed by a judge to court on your behalf, you will be charged a fee of \$250.00 per hour for the time that the therapist spends preparing to testify, traveling to and from court, waiting to appear and testifying. You are responsible for and agree to pay these charges whether or not the therapist ultimately testifies. An initial five-hour retainer is required to be paid prior to the court date. Any reduced fee for counseling services that was provided will not apply to court related work.

**LEGAL ISSUES AND COURT TESTIMONY:** It is not recommended that your child's therapist testify in court. It is in the best interest of your child, and very important to the therapeutic process, that your child trust the therapist implicitly. He/she must feel comfortable confiding issues of concern to the therapist knowing that he/she will never be betrayed. This relationship is absolutely vital to the therapeutic benefit to be gained by your child. Testifying in court will damage the relationship substantially, usually to the point where the effectiveness of the therapist is permanently destroyed. It is also possible that this will sabotage the progress already made by your child leaving him/her to feel betrayed. Therefore, in order to protect you and the information you and/or your child provide to the therapist during our sessions, we ask each client to waive their right to call their therapist as a witness to court. The communication that you and/or your child provide during sessions is considered privileged by O.C.G.A. §24-9-21(7) and covers communication provided by "A licensed...therapist...during the psychotherapeutic relationship."

**FEE SCHEDULE:**

- Initial Intake Session (90 minutes) = \$150
- Individual Counseling Session (50 minutes) = \$125
- Individual Counseling Session (30 minutes) = \$60
- Parent Session (50 minutes) = \$125
- Phone Session (anything over 10 minutes on the phone initiated by the client) = \$50 per 30 minutes
- Preparation for summaries of treatment or other letters at the clients request = \$74 per item

- Court related = \$250 per hour for all time spent on the case
- Check return for insufficient funds = \$35
- Administrative Fee for Records Copy Request = \$35

**CONSENT:** By signing this consent form, you do hereby seek and consent for your child to take part in the treatment provided by this agency as described herein. You understand that no promises have been made to you as to the results of treatment or of any procedures provided by this therapist. You understand that you may lose other services or may have to deal with other problems if you or your child discontinues treatment against the therapist’s advice. You are aware that an agent of your insurance company or other third-party may be given information about the type(s), cost (s), and providers of any services you receive. You understand that if payment for the services you receive at Back on Track is not made, the therapist may stop treatment. Your signature below shows that you understand and agree with all of these statements. You have been given the opportunity to ask questions regarding this information.

I certify that I am a parent with legal custody or a court appointed guardianship with legal custody of: \_\_\_\_\_, and I give my permission for the treatment and/or evaluation of this minor.

I agree that I will not use this information in any way to seek or modify custody. I agree that I will not use clinical data or treatment records for legal purposes. I will not give my consent for any attorney to subpoena therapist and/or clinical records involving my child.

I am aware that the law requires the therapist to report suspected child abuse or neglect to the Department of Family and Children’s Services or to the local police.

I understand that the minor child maintains certain rights of privacy and confidentiality in his or her communications with the therapist.

I also understand that I may cancel my consent to treat at any time by sending written notice to We Are Back on Track LLC at the above address.

I understand that my child’s mental health records will not be released without my written consent.

In order to protect you and the information you and/or your child provide to me during our sessions, I ask each client to waive their right to call me as a witness to court for any reason. The communication that you and/or your child provide during sessions is considered privileged by O.C.G.A. §24-9-21(7) and covers communication provided by “A licensed...therapist ...during the psychotherapeutic relationship.” If you anticipate the need for a therapist involvement in court activity I will be happy to refer you to someone who is more suited to meet your needs.

By my signature below I understand the information herein and agree to waive by rights to call therapist to court or any other legal proceeding.

I understand that while my child is in session at Back on Track, I or another caregiver must remain on the office grounds throughout the duration of the session.

\_\_\_\_\_  
Signature of Legal Guardian Relationship to child

\_\_\_\_\_  
Printed name of Legal Guardian Date

\_\_\_\_\_  
Signature of Legal Guardian Relationship to child

\_\_\_\_\_  
Printed name of Legal Guardian Date

<b>Consent for Communication</b>
Please provide the telephone number(s) for which you give your consent that can be used for issues related to your treatment at Back on Track. You are agreeing that voicemails can be left at this number(s): _____
Please provide email address that you give your consent can be used to communicate regarding issues related to your treatment at Back on Track. _____