

SHUCK & ASSOCIATES, PLLC

INFORMED CONSENT

Christine Shuck, M.A., LMFT

Licensed Marriage and Family Therapist

Welcome to Shuck & Associates, PLLC! We are happy to provide counseling and psychological services to the Austin community and surrounding areas.

1. Psychotherapy Information Disclosure Statement

Therapy is a relationship that works in part because of clearly defined rights and responsibilities of each participant. These clearly defined roles and boundaries are what distinguish the professional client/therapist relationship from other types of relationships. If you have any questions, please feel free to ask them.

1. Benefits and Risks of Therapy

Benefits:

- Gain more insight into who you are and who you want to be
- Improve communication and interpersonal skills
- Create more fulfilling relationships

Risks:

- Symptoms may become worse before they become better
- Changes can feel uncomfortable and sometimes disruptive to the relationships you already have
- Therapy may arouse intense feelings, some of them painful at times

Benefits & Risks of NOT Choosing Therapy

- You may continue to live with unwanted symptoms or grow from them independently
- You may not gain insight into your wants and needs
- Current relationships may not change which may be both positive and negative

2. Duration and Outcome of Therapy

The duration of therapy is difficult to predict as every situation, reason and dedication level is different. Some may get the progress they were looking for within a few sessions while others may choose to continue therapy for several years. Our collaboration may demonstrate that weekly sessions is best for progression while in other cases, it may be more appropriate for “check-in” sessions once every three months to continue headway. Outcomes of therapy depend on many factors, including the nature of change desired, readiness for change, dedication to the process, commitment to sessions, efforts spent within the session as well as outside the session, and the working relationship between client and therapist.

3. Professional Working Relationship

A relationship between therapist and client is a professional relationship in which the clinician assists the client in exploring and resolving difficult life issues. If counseling is successful, you may feel that you are able to face life’s challenges in the future without my support or intervention. Although our sessions will be very intimate psychologically, it is important for you to realize that we have a professional, rather than personal, relationship. Our contact will be limited to the paid sessions you have with me. Please be aware that I cannot and will not accept any invitations to meet outside of sessions in any form. You may learn a great deal about me as we work together during your counseling experience. However, it is important for you to remember that you are experiencing me only in my professional role.

2001 S MO PAC EXPY 1926 AUSTIN TX 78746

512 587 3863

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I set safe, healthy and firm boundaries in our therapeutic relationship so that we each understand our role, expectations and limits of the relationship. This creates trust and security. I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would also be an abuse of the power I have as a therapist. This includes the use of social media. I will not add or accept any “friendship” or “follow” requests. Please know that if you choose to put the location of my office on your social media, or, if you enter information regarding our sessions, it compromises your confidentiality.

4. **Rights and Responsibilities**

As a client, you have certain rights and responsibilities. As clinicians, we also have certain rights and responsibilities. These are clearly outlined in this form.

MY RESPONSIBILITIES TO YOU AS YOUR THERAPIST

2. Confidentiality

I cannot and will not disclose any information you tell me to anyone. This confidentiality also prohibits me from telling others that you are in treatment. If I see you outside the office I will not acknowledge you first. However, if you choose to greet me, I will be friendly but avoid any personal issues, and let you lead the conversation.

YOU have the right:

- To complete confidentiality, with a few exceptions listed below. *I will make great effort to inform you of any time that I would need to disclose personal information without your permission.*
- To write consent to release of information to whomever you choose, and you can change your mind about that permission at any time. *When more than one family member is involved in therapy, EVERY individual must sign the release form.*
- To request anyone to attend a therapy session with you
- To be protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law ensures the confidentiality of all transmission of information about you. Whenever I send out information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to ensure confidentiality
- To review your records and request to release any part of your record to any person or agency
- To refuse therapeutic services from Shuck & Associates, PLLC. *I will provide contact information of other qualified professionals whose services you might prefer to choose.*
- To end services at any time without moral, legal, or financial obligations

The THERAPIST has the legal right to break confidentiality IF:

- I have good reason to believe that you will harm another person; I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
- A court of law issues a court order. *I am required by law to provide the information described in that order.*
- You reveal information about abuse or neglect of a child or vulnerable adult. *I will inform Child Protective Services within 48 hours and/or Adult Protective Services immediately.*
- I believe that you are in danger of harming yourself. *I may call the police or county crisis team but will explore other options first to guarantee your safety.*
- You tell me that another named health care provider has either a.) Engaged in sexual contact with a patient, including yourself, or b.) Is impaired to practice due to cognitive, emotional, behavioral, or health-related problems. *The law requires me to report this to their respective licensing board.*
- The FBI orders me to release your treatment records in keeping with a federal law known as The Patriot Act of 2001. *This Act prohibits me from informing you that the FBI sought or obtained this information.*

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Limits to confidentiality:

- Use of collection agency. *I will only provide minimal information to achieve payment.*
- Use of consultation. *At times, I may ask a colleague for advice, but I will make every effort to protect your identity.*

Shuck & Associates, PLLC confidentiality policy for couple and/or family therapy:

- The identified “client” is the whole family unit
- If you and your partner decide to have some individual sessions, what you say in those sessions will be considered part of the couple or family therapy. This can and will be discussed in the joint sessions. *You will have the chance to share your information before I reveal it.*
- Every family member involved in therapy **MUST** sign an Informed Consent ***If you are not able to make full consent due to age or known vulnerability:**
Your legal guardian must also sign this consent form. All custodial parents or legal primary caregivers have a right to information shared in the session. Please be aware that exercising this right may be detrimental to the therapeutic process.

3. Record-keeping.

I will keep records of the sessions. These records will state the time and date of the session, interventions used, diagnoses (if provided), and any important topics discussed. I will keep your records in a secure location that cannot be accessed by anyone else. These records are **not** a word-for-word transcription of the session. Because client records are professional documents, they can contain information that is confusing or upsetting when taken out of context. If you wish to review your records, it is best to review them with me so that we can discuss their content together. These records will be kept for five years after the date of the last session; they will be kept for five years beyond the age of 18 for minors.

You have the right to:

- A copy of your file at any time
- Request that I correct any errors in your file
- Request a copy of your file to be available to any other health care provider

Email: I do not wish to use it for anything besides scheduling appointments and locating the office. Please be aware that email is not completely confidential. All emails are kept in the logs of your or my internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

4. Diagnosis

If a third party such as an insurance company is paying for part of your bill, **a diagnosis is required in order to obtain reimbursement.** Diagnoses are technical terms that describe the nature of problems and whether they are short-term or long-term. If I do use a diagnosis, I will discuss it with you. All the diagnoses come from a book titled the **DSM-5**; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis. Please feel free to ask any questions about diagnoses.

5. Managed Mental Health Care

Shuck & Associates, PLLC does not accept Managed Health Care. We accept cash, checks or credit for fees of services. Upon request, I may provide you with documentation to submit a claim for reimbursement from your insurance company. It is your responsibility to confirm your mental health benefits and eligibility for reimbursement prior to beginning treatment.

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6. My Training and Approach to Therapy

I attended Saint Mary's University of Minnesota where I received a Master of Arts degree in Marriage and Family Therapy in 2011. I hold license number 202605 as a Licensed Marriage and Family Therapist in the state of Texas regulated by the Texas State Board of Examiners of Marriage and Family Therapists. The board mailing address is:

Texas Behavioral Health Executive Council
333 Guadalupe St., Ste. 3-900 Austin, Texas 78701

My areas of expertise include anxiety, depression, trauma, addiction, codependency, and relational dynamics. I have a special interest in adult life transitions. My training is systems-based; I view you as a *part* of a whole. No one individual is the "problem." I understand the vital importance of relationships, including the relationship between therapist and client in the healing process. I work from a strengths perspective in which I already view you as holding the resources and resiliency needed to get you through this time. Stress causes a cloudy view of ourselves.

My treatment approach is integrative, meaning that I draw on theories and interventions from different schools of thought in order to most effectively address your concerns. This collaboration opens the space for individuals to share their stories and experiences while re-framing painful thoughts/memories into more meaningful ones. I naturally operate from Attachment and Existential modalities. We all learn how to relate to others and ourselves in our upbringing; we will use this information to discover how you now *want* to relate to others and yourself. I am also concerned with more deeply comprehending and alleviating postmodern symptoms such as excessive anxiety, depression, shame, addiction, guilt, rage, and resentment by learning the art of acceptance. Together, we will decide when therapy will end, however, typically, you can begin to feel differently within 8-10 sessions.

During the course of treatment, I may suggest that you consult with another health care provider regarding additional treatments that could help you. I will need a release of information from you so that I can collaborate freely with that person about your care. You have the right to refuse anything that I suggest. You have the right to ask me questions about my therapeutic style at any time.

7. Termination Of Therapy

You will be the one who decides when therapy will end, with a few exceptions:

- If I lack the training and experience necessary to help with the type of presenting problem
- If I feel that you are no longer benefiting from therapy
- If the goal of therapy has been reached
- If you harm, threaten, or harass Shuck & Associates, PLLC staff, staff's family, or me.

If terminated, I will provide you with other resources/referrals that are better suited to fit your needs.

8. Emergency Procedure

I may be away from the office for vacations or out-of-town conferences. If I am not taking phone messages during those times, one of the clinicians at Shuck & Associates, PLLC will be available to help you. I will tell you well in advance of any foreseen absences and provide you with the name and phone number of the therapist who will be covering my practice during my absence. If you are experiencing an emergency situation when I am unavailable, out of town, or it is outside of regular office hours (after 5 pm weekdays and weekends), please call the **Local County Crisis Outreach Service** at **512-472-4357**. If you believe that you cannot keep yourself safe, dial **911** or go to the nearest hospital emergency room.

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9. Contacting Me

I make every effort to return phone calls within that working day, however, occasionally there are unavoidable delays. Correspondence will be returned within 24-48 business hours.

YOUR RESPONSIBILITIES AS A THERAPY CLIENT

1. Billing and Fees

Payment can be made by cash, check or debit/credit card. ***Fees are collected at the beginning of the session.*** You will be given two months advance notice if I increase my fees. If my fee increase would present a financial hardship for you, we will discuss alternative treatment options. I will provide you with referrals for counseling services that fit your budget and will work to facilitate your transfer.

1. Fee for service:

- Consultation (30 minutes) = Free
- Intake (90 minutes) = \$225
- Individual (60 minutes) = \$190
- Couple/Family (60 minutes) = \$200
- Process Group = TBD
- Brief calls (check-in, not session) = Free Under 10 minutes

2. Billing standards:

- All checks made out to Shuck & Associates, PLLC.
- Fee for returned check = \$40 (Due at the beginning of next session.)
- Fee for rejected account charge = \$40

Shuck & Associates, PLLC does not accept gifts or services in return for your therapy services nor will Shuck & Associates, PLLC barter for fees of service.

3. Collections & Other Fees:

Shuck & Associates, PLLC reserves the right to turn delinquent accounts over to collections. Any time spent preparing reports, documents, or records that you request will be billed a prorated amount according to my hourly fee. Shuck & Associates, PLLC will not voluntarily participate in any litigation or custody dispute in which you, another individual or entity, are parties. It is our policy not to communicate with your attorney and I will generally not provide or sign letters, reports, declarations or affidavits to be used in your legal proceedings unless I am court-ordered to do so. If you become involved in legal proceedings that require the participation of Shuck & Associates, PLLC staff you will be expected to pay for professional time (\$300/hr.) even if Shuck & Associates, PLLC staff members are called to testify by another party. This includes preparation of documents related to the court proceedings.

2. Cancellation Policy

You are responsible for coming to your session on time. **You must cancel your appointment 24 hours before the scheduled time of session.** If an emergency arises or you would endanger yourself by coming to the session, please discuss this with me.

You must pay the full fee:

- If you miss a session without canceling or cancel with less than twenty-four hours' notice.
- **If you reschedule within the week, only pay \$50 fee**
- If you are late, we will end on time and not run over.

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If you are going to be more than 15 minutes late for your appointment, please call me at 512-587-3863. If you do not reach me directly, leave me a message. If you do not do this, I may assume you are not coming and may be unavailable; you will still be charged for the session.

3. Complaints

If you are unhappy with my services, I hope you will talk to me about it so that we can work together to find a solution. If you think that I have been unwilling to listen and respond, or that I have behaved unethically, you can make a report to the **Texas State Board of Examiners of Marriage and Family Therapists** under **Texas Behavioral Health Executive Council**:

<https://www.bhec.texas.gov/discipline-and-complaints/index.html>
Tel. (512) 305-7700
1-800-821-3205 24-hour, toll-free complaint system

If you need help reporting a complaint, I will help you. You are not breaking any confidentiality law by complaining about me or other staff of Shuck & Associates.

CLIENT CONSENT TO TREATMENT

By my signature below, I acknowledge that I have read and understand all of the terms and conditions of this contract and agree to abide by its terms during our professional relationship. I voluntarily agree to receive assessment, care, and treatment and authorize the undersigned therapist to provide such services as are considered necessary. I agree to hold Christine Shuck, with Shuck & Associates, PLLC, harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from treatment. I understand that Christine Shuck is a private practitioner and that this contract is with her as an entity of Shuck & Associates, PLLC.

I agree to enter therapy with Christine Shuck, a therapist of Shuck & Associates, PLLC.

(Print)

(Guardian Print)

(Sign)

(Guardian Sign)

(Date)

(Date)

As a therapist at Shuck & Associates, PLLC, I have gone through this Informed Consent with my client so that the client(s) know their rights and understand my rights as a therapist. Any questions the client(s) had have been answered to the best of my ability.

Therapist Signed & Dated: _____