

## **Alamo Heights Counseling**

Alamo Heights Counseling, 900 NE Loop 410, Suite D200, San Antonio, TX 78209  
San Antonio TX 78209-1407  
210-822-2600

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### **29. FC-1) Informed Consent for Counseling/Psychotherapy (Child In Foster Care)**

#### **ANNOUNCEMENT REGARDING USING THE CLIENT PORTAL**

Before you complete these forms, look up at the top of the screen. You see a black bar with the child-client's name at the upper right and the word "forms" at the upper left. To the immediate right of the word "forms" are the words "Insurance & Billing." In addition to completing these forms, you must ALSO fill in the "Insurance & Billing information" unless a staff member has informed you that you do not need to do so. We are aware that all foster children in the State of Texas have Superior Medicaid, but we still need you to complete this portion of the documentation. This will further save time on the day of your first appointment. If possible, please email a copy of the FRONT AND BACK of your foster child's Medicaid card to [payments@alamoheightscounseling.com](mailto:payments@alamoheightscounseling.com) to save even more time. Thank you for your attention to these administrative matters. We look forward to helping you and your child.

#### **IMPORTANT MESSAGE REGARDING FOSTER PARENTS, FOSTER CHILDREN, AND CONSENT FORMS**

When the child was placed with you, the DFPS caseworker produced a form called 2085FC (or 2085KN) which designates the child as being in your case. This form was provided to you at placement by either the DFPS caseworker or your foster agency case manager. A separate form called 2085B may have also been provided. Form 2085B is the Medical Consenter Form. That form is the form that designates you as the person who can consent to counseling (and other medical care) for the child. We need a copy of that form on file in order to provide counseling services to the child. If you do not have this form, please contact the DFPS caseworker immediately and request this form. Without this form, we are unable to provide services.

Throughout this document and the remainder of the intake paper work, the child may be referred to as "your child," "your foster child," "the child," "a child in foster care," or "the child in your care." Regardless of which term is used, this form is referring to the child who has been placed in your home under the 2085B. In the event of sibling groups, each child will have his or her own file at our office, and we need a copy of the 2085FC and the 2085B for each child.

#### **INFORMED CONSENT FOR COUNSELING OR PSYCHOTHERAPY**

This document does not apply to services such as Parent Facilitation, Custody Evaluations, Supervised Visitation, and other Court-Related Services.

**This document contains important facts and information regarding our services. Please read the entire document carefully. The child's counselor/therapist and our office staff can answer questions you have regarding this document.**

#### SERVICES PROVIDED

Alamo Heights Counseling, Inc. provides counseling, also known as psychotherapy, and other related services (including assessments, treatment planning, consultations, individual and family counseling, and referrals to other mental health professionals when necessary).

#### TYPES OF PROVIDERS

Providers are Alamo Heights Counseling, Inc. include Licensed Professional Counselors (LPCs) who may be referred to in documents as "counselors"; Licensed Marriage and Family Therapists (LMFTs) who may be referred to in documents as "therapists"; and Licensed Clinical Social Workers (LCSWs) who may be referred to in documents as "social workers." Although we also have other types of providers at times, only providers who are licensed at the highest level and are in-network with Superior Medicaid are authorized to work with children in foster care.

All of the clinicians who are authorized to work with children in foster care provide similar services that may be referred to as counseling, family therapy, psychotherapy, marriage counseling/therapy, couples counseling/therapy and a variety of other terms. When the term "counseling" or "therapy" is used generically, it may refer to the services of any of these mental health professionals.

#### BENEFITS AND RISKS

The benefits of counseling are many. They include improvement in relationships, better understanding of emotions and the behaviors associated with them, development of coping skills for dealing with difficult situations and uncomfortable emotions, and resolution of the specific concern that led you to seek counseling for your child or teen. They may also include improvement in ability to demonstrate socially acceptable behaviors,

Your child or teen may also acquire a better understanding of self, values, and goals, as well as insights into their own motivations and those of others. You may see behavioral changes in your child or teen as a result of counseling. Older children may also acquire a better understanding of self, values, and goals, as well as insights into their own motivations and those of others.

Risks associated with counseling are minimal, but it is important for you and your child or teen to be aware of them. When a person is operating as part of your family system and that person's behaviors change, effects may be felt throughout the family system. Counseling will likely change the way your child or teen interacts with others. Even though this change is expected to be considered an improvement, it may require adjustment on the part of your child or teen, or on your part, or on the part of other family member.

As part of the counseling process, your child or teen will likely confront emotions that are uncomfortable, including sadness, guilt, loneliness, fear, anger, and helplessness. The discomfort associated with these feelings are a normal part of the counseling process and are usually temporary. Your child's or teen's counselor will help your child/teen identify emotions and learn coping skills for facing these emotions. Your child's or teen's counselor may uncover information regarding situations which have been traumatic for your child/teen.

Occasionally, emotions feel worse before they feel better as individuals struggle to cope with difficult emotions. During this time, you may observe behavioral changes in your child/teen as a result of that struggle. Working toward counseling goals also requires effort on the part of the person participating in counseling. Your child/teen will be challenged in many ways during counseling. Counseling involves effort, and requires the client (and members of the client's family system) "buy in" to the goals of counseling.

If your child or teen will be receiving specialized therapy such as EMDR, additional benefits and risks may be discussed with you (and with your child/teen in an age appropriate manner) at the time specialized services begin.

An additional informed consent may be required at that time as well.

## PLAY DURING THERAPY

Depending upon the age of your child, your child may engage in play as part of the therapeutic process. Your child's counselor will provide you with information regarding the use of play in therapy initially and when you desire more information.

While your child is likely to enjoy his/her play therapy experience, play therapy is much more than "just play" and playing at home, at daycare, or in other settings without a counselor is not a substitute for the therapeutic process that occurs during therapeutic play. In order to use play as a form of therapy, a counselor must be trained in play therapy techniques.

Whether your child's therapy will be primary play, entirely play, or some other form of counseling is based on your child's therapist's assessment of your child's needs. Your child's counselor may elect to engage in filial play therapy (which involves you, the parent, being present and participating in your child's session) when appropriate or have you present in your child's sessions to observe, depending on the presenting problem. Your child's counselor may also deem it best to conduct therapy with only your child present. This is at the counselor's discretion.

If your child's therapist is a Registered Play Therapist, he or she will let you know. Regardless of whether or not your child's therapist is a Registered Play Therapist, your child's counselor will use methods in which he or she was specifically trained to provide therapy.

## GENERAL INFORMATION

The therapeutic relationship is unique in that it is a highly personal and at the same time, it is a contractual agreement. Given this, it is important that you understand how your relationship with your child's or teen's counselor will work, and what you can expect from your child's or your teen's counselor and the counseling experience. "Informed Consent" means that before you consent to counseling/therapy for your child/teen, you are provided information about what counseling/therapy is and how it works so you can make a truly informed decision. This document provides information to assist you in making the decision to pursue counseling/therapy. If you have any questions, please feel free to ask your child's/teen's counselor. Even if you do not ask questions, the counselor may go over information related to informed consent with you. Please read this document entirely and indicate that you have done so by signing this document.

In Texas, the age of majority is 18. As such, your child/teen will not be able to consent to their own counseling. Nevertheless, their buy-in is important, and it's also important from an ethical standpoint that they do want to participate in counseling. A child or teenager will be asked to provide assent. "Assent" is a word we use in the counseling process to indicate agreement or cooperation when a person is not legally able to consent. There is no specific form your child/teen will sign to provide assent. A child/teen provides assent by coming into the counseling office and participating. If at any point your child/teen refuses to participate or indicates that he or she does not want to participate in counseling, you will be notified and we may need to revisit the issue of consent and assent before counseling can resume.

## THERAPEUTIC PROCESS

You have taken a very positive step by deciding to seek therapy for your child or teenager. The outcome of your child's/teen's treatment depends largely on his or her willingness to engage in this process, which may, at times, result in considerable discomfort. It also depends on your willingness to be involved, as they are directly impacted by the home environment that you create.

Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. Your child's/teen's counselor cannot promise that your child's/teen's behavior or circumstance will change. A counselor can and will commit to supporting your child/teen and doing his or her best to understand your child/teen, pointing out repeating patterns in your

child's/teen's life, helping your child/teen understand himself or herself and these patterns better, and help your child/teen clarify what it is that he or she wants for him or herself.

## CONFIDENTIALITY

The session content and all relevant materials to your child's treatment will be held confidential except when you or your child/teen's other parent requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality do exist and are itemized below:

1. If your child/teen threatens to make a suicide attempt or makes a suicide attempt, or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm, your child's/teen's counselor may make efforts to stop or prevent a suicide attempt. Your child's/teen's counselor may notify you, medical personnel, or law enforcement in these cases.

2. If your child/teen threatens to kill or seriously harm another person, your child's/teen's counselor may make efforts to stop or prevent that harm from taking place. Your child's/teen's counselor may inform you and law enforcement to protect the life of the person who is the intended target/victim. In Texas, a counselor is not permitted to warn the intended target/victim, but parents or police may take action.

3. If a counselor suspects abuse of a child, the counselor is required by state law and the code of ethics to report the suspected abuse to the Texas Department of Family and Protective Services Child Protective Services hotline.

In the event your child/teen shares information about abuse of a child (even another child outside your home) your child's/teen's counselor will report the suspected abuse to the appropriate hotline as required by law.

4. When abuse of an elderly or disabled person is suspected, the counselor is required by state law and the code of ethics to report the suspected abuse to the Texas Department of Family and Protective Services Adult Protective Services hotline.

In the event your child/teen shares information about abuse of an elderly or disabled person your child's/teen's counselor will report the suspected abuse to the appropriate hotline as required by law.

5. If a court of law issues a legitimate court order which orders the counselor to release specific information, such as therapy notes, to the Court, the counselor must comply with the court order.

A subpoena is not sufficient to require the release of records, therefore if your child's/teen's counselor receives a request for your child's/teen's records via subpoena, your child's/teen's counselor will NOT release the records until a court order is issued. It is our policy that if we receive a subpoena for your child's/teen's records, but not a court order, we contact the parent who initiated treatment and ask that parent for more information about the reason for the subpoena and whether that parent wishes to have records released. If you do wish to have records released, you will be asked to sign a HIPAA release.

Please note that whether your child's/teen's other parent has the right to records is determined by state law and any court order that modifies a parent/child relationship (such as a divorce decree or a court order to modification possession of and access to a minor child). If your child's/teen's other parent requests records that that person is the legal parent of your child/teen, it may be necessary for us to release your child's/teen's records.

Occasionally your child's/teen's counselor may need to consult with other professionals in their areas of expertise in order to provide the best treatment for your child/teen. If any information about your child/teen is shared in this context, it will be done without using your child's/teen's name or other identifying information, unless you or your child's/teen's other parent have signed a valid release to allow disclosure.

## SESSION LENGTH

A counseling session is usually booked for 60 minutes. A 60 minute counseling session may last 53-57 minutes rather than exactly 60 minutes, and that is in compliance with health insurance industry standards. A shorter

session may be scheduled and billed as a 45 minute session, but 60-minute sessions are standard at our organization.

In the event that the health insurance policy that covers your child/teen does not cover a 60 minute session, you will have the option to schedule a 45 minute session OR private pay for a 60 minute session. (We cannot, however, bill health insurance for a 45-minute session and bill you separately for the additional time.) As all children in foster care are covered by Superior Medicaid, this should not occur. If at any time your child's Medicaid lapses or changes for any reason (for example, in connection with an adoption, a change of placement, or reunification) please let us know immediately.

Because our schedules include many clients who use health insurance, most private pay sessions are also sixty (60) minutes long.

It is important that your child/teen arrive on time for his/her session both so that your child receives the full benefit of services and so that your child's/teen's counselor can provide services to the individual scheduled after you on time. If you arrive after your scheduled appointment time, you may still be seen, but your appointment may end at the scheduled end time and, if necessary based on how late you are, be billed as a 45-minute session instead.

If your child/teen arrives more than fifteen (15) minutes late for a scheduled session, the session may need to be cancelled, especially if you are using health insurance to pay for your child's/teen's counseling because of rules made by the health insurance industry.

Except in very rare instances where a thirty (30) minute session is scheduled because it is deemed to meet the clients clinical needs and an insurance companies contractual requirements, Alamo Heights Counseling, Inc. does not conduct sessions shorter than forty-five (45) minutes.

If you and your child's/teen's counselor happen to see each other outside of the therapy office, the counselor will not acknowledge you first in order to protect your and your child's/teen's privacy and confidentiality which are of the utmost importance to us. If you recognize and greet your child's/teen's counselor first, he or she will be polite, but will avoid discussing counseling with you in any public place. Because we are protecting your child or teen's privacy as well as yours, please be respectful of your child and do not reveal to others who we are and how you know us. Whether your child/teen wishes to share that they are in counseling is a private matter that should not be disclosed, even though you as the parent do have the right to do so.

## FREQUENCY OF SESSIONS

Many clients are scheduled for one (1) hourly session each week, while others may be scheduled for twice a week, twice a month, or once a month.

How often your child or teen is scheduled will depend on several factors, including the severity of symptoms, your child's/teen's availability and your ability to transport them, the counselor's availability, any specific requirements related to our contract with your health insurance company if you are using insurance to pay for services, and other factors.

It is rare to be seen more often than twice a week due to the need to allow time to process and practice between sessions, but occasionally emergencies or other therapeutic necessities may result in more frequent sessions.

## PAYMENT OF FEES

Because all children in foster care have Superior Medicaid, there should not be any fees associated with your child's counseling, however, the following information is provided to make you aware of policies at our office. These policies could apply after an adoption if Medicaid does not continue.

If you are using health insurance to pay for your child's/teen's counseling, the health insurance company may require a co-payment. When a copayment is required, we are required by our contract with the health insurance company to collect the copayment at the start time of your appointment, BEFORE services are rendered. Please

plan to pay any copayment BEFORE the appointment begins. Copayments are generally even numbered amounts or amounts that do not include change (example: \$50.00 or \$25.00).

Some insurance companies do not require a copayment but instead require coinsurance, which is a percentage of the amount rather than a set payment amount. When coinsurance is required and we are able to calculate the amount, we will collect the coinsurance before services are rendered as well. Coinsurance is generally expressed as a percentage rather than an amount (example: 20% coinsurance after deductible).

Some insurance companies require that a deductible be met before they will pay any portion of your care. In such a case, the amount you will be charged will be the "allowable amount" based on our contract with your health insurance company. Although the insurance company is not paying for a portion of your child's or teen's care, you are still receiving a benefit from having insurance because insurance companies provide you a discount for using an in-network provider. Our full fee is \$150.00, but you will not necessarily pay \$150.00 for each session until you meet your deductible. Instead, you'll likely pay lower amount because you will receive a discount as a result of our contract with you insurance company.

Alamo Heights Counseling, Inc.'s policy is to join all insurance networks when possible. It is a rare occurrence when we have no providers in your health plan's network. If this does occur, we will discuss it with you as soon as we are aware.

Private pay clients are responsible for paying the full fee (\$150.00) at the time of the appointment. Alamo Heights Counseling, Inc. accepts cash, check, money orders, debit cards, credit cards, and HSA account credit/debit cards. We prefer that you store a credit card number on file to pay for missed appointment fees, even if you prefer to pay at each appointment. Alamo Heights Counseling, Inc. does not carry a balance owed on a client account except under very rare circumstances when the incorrect amount is charged in error. If we accidentally under-charge you, we will ask you to pay the reminder at the next appointment; if we accidentally over-charge you, we will use the credit at your next appointment.

Because we are not a non-profit organization with grant funding, it is rare that we accept clients on a sliding-scale basis. In the instances in which we do this, the discount means that the counselor is not being paid his or her full rate. Sliding scale is not available when a client has insurance, as the insurance discount has already been applied, and the insurance company's contract controls the rate.

#### RETURNED CHECKS & CHARGE-BACK FEES

When a check does not clear because the payee has insufficient funds in his or her account, Alamo Heights Counseling, Inc. charges \$25.00 to present the check to our financial institution a second time. Checks may be presented twice. If the check is rejected twice by the client's financial institution, there the total charge is \$50.00 in fees in addition to the amount of the check that "bounced." If you write a check that fails to clear, Alamo Heights Counseling, Inc. will notify you by telephone before your next appointment unless we do not learn of the returned check in time. After two occurrences of a check being rejected, Alamo Heights Counseling, Inc. may no longer accept your check. You can continue your child's/teen's treatment using a different payment method.

#### NON-PAYMENT/INABILITY TO PAY

If you are unable to pay the fee or copayment for your child's/teen's sessions, you may be referred to an agency that provides counseling free of charge. A counselor may choose to offer pro-bono services, but Alamo Heights Counseling, Inc. does not require counselors to do so. Alamo Heights Counseling, Inc. is not a non-profit organization and therefore receives no government assistance, no grants, and no tax incentives for providing free services. We apologize for any inconvenience that results.

#### CANCELLATIONS AND NO-SHOWS POLICY

If you need to cancel or reschedule your child's/teen's appointment, you must call 210-822-2600 as soon as possible to let us know. If you reach voice mail, you MUST leave a message or we will not know that you called. If you have your child's/teen's counselor's cell phone number, please also let him or her know directly that you need

to cancel your appointment as some of our counselors make their own schedules. When possible, please provide at least 24 hours' notice.

When you do not provide 24 hours' notice, a no-show fee will be assessed as it is impossible to schedule another client into that time slot without sufficient notice. Your health care insurance will not cover a session that is not kept, so the on-show fee is your responsibility. You will be asked to pay the no-show fee at or before your next appointment. From May 2016 until April 30, 2019 the fee was \$25.00 for each no-showed appointment. Beginning May 1, 2019, the fee will be \$25.00 for the first no-showed appointment and will increase with each subsequent no-show. This is below industry standard. Many counseling practices require a full-fee for a no-show.

If your child's health care coverage does not allow us to charge a no-show fee, we will not charge a no-show fee, however, after two no-showed appointments, your child's counselor may elect to refer you to a non-profit agency that provides free or reduced counseling services, as he or she needs to make the appointment slot available to a client who will be able to use it.

Superior Medicaid DOES NOT pay for no showed appointments and does not allow us to charge you a fee for a no-showed appointment, therefore it is very important that you either keep all appointments or cancel with sufficient notice to allow another client to have that appointment time. Repeated no-shows may result in your child being discharged as a client and you will have to pursue counseling services elsewhere.

Appointments that are cancelled with less than 24 hours' notice are treated the same as no-showed appointments. Please be aware of your appointment time and ensure that you cancel your appointment with sufficient notice that you are not assessed a no-show fee.

#### CANCELLATIONS AND NO-SHOWS--SPECIAL POPULATIONS

The contract between Alamo Heights Counseling, Inc. and DFPS does not allow for payment for no-showed appointments. No showed appointments take up an hour in a counselor's schedule that could have been used for a person who was able to come to an appointment--and may have really needed the services--therefore when DFPS clients no-show an appointment, their caseworker will be notified and their chart will be noted. When DFPS clients no-show two appointments in a row, their caseworker will be notified and treatment will be terminated. The client's caseworker will need to refer the client to another counselor or another organization. As Texas Medicaid also prohibits charging a no-show fee for no-shows and short-notice cancellations, if your services are paid for by Medicaid and you no-show two appointments in a row, the assigned counselor may choose to refer the client to another counselor in another organization. If you were referred by DFPS and no show two or more appointments, you may be reassigned and your caseworker will be notified.

#### CONFIDENTIALITY AND RELEASE OF RECORDS

All records and information will be kept confidential and will be held in accordance with state and federal (HIPAA) laws regarding the confidentiality of such records and information. Our Privacy Policies are available on our website and are also part of our required intake paperwork. If you would like a paper copy of our Privacy Policies and are unable to print them from our website, please let our office staff know and they will provide a copy.

#### RELEASE OF RECORDS WHEN YOU WERE REFERRED BY DFPS OR OTHER GOVERNMENT AGENCY AS PART OF A LEGAL REQUIREMENT

If you were referred to Alamo Heights Counseling, Inc. by the Texas Department of Family and Protective Services, Bexar County Probation, or other government-associated agency, that agency may require that you participate in counseling as one of the terms of your Service Plan, Probation, Parole, etc. When this is the case, we will ask you to sign an authorization allowing us to release information to your caseworker, probation officer, parole officer, etc. A signed authorization will allow us to provide monthly reports and other routine updates to your case worker, probation officer, or other assigned point of contact. If you are unwilling to sign a consent for release, the counseling you receive may not meet the requirements of the agency that made the referral. If the agency has agreed to pay

for your services and you do not sign a release, the agency will not pay, and you will need to make other arrangements for payment of services if you still wish to receive counseling.

In case of children in foster care, the DFPS caseworker is permitted access to records until the CPS case is closed (which may be after successful reunification or after adoption). Additionally, a foster agency case manager may be permitted access to records, either with the permission of the DFPS caseworker or with the permission of a foster parent who is the designated medical consentor on DFPS form 2085B. When a DFPS caseworker authorizes someone to have access to records, a foster parent may not override that authorization. If you adopt your foster child, you will be afforded the same rights as any other legal parent in the State of Texas, but only after an adoption is finalized.

## TREATMENT OF MINORS

Except as provided by state law (for suicide prevention, chemical addiction, and sexual, physical, or emotional abuse) treatment of those under the age of eighteen years will be provided only with the consent of a parent whose rights have not been terminated, or, when rights have been terminated, but the adult who is the child's legal guardian. In the case of children in foster care, regardless of whether the parental rights of the biological parent have been terminated or not, when the State of Texas is the child's legal guardian (whether through Temporary Managing Conservatorship [TMC] or Permanent Managing Conservatorship [PMC]) foster parents may consent to treatment if they are named on a valid DFPS Form 2085B. When the State of Texas is the child's legal guardian (whether through Temporary Managing Conservatorship [TMC] or Permanent Managing Conservatorship [PMC]) a DFPS caseworker may also consent to the child's care by completing intake paperwork on the child's behalf.

Foster parents: by signing this consent form, you acknowledge that you are the child's foster parent and legal medical consentor guardian as authorized on DFPS form 2085B.

It is the desire of Alamo Heights Counseling, Inc. to accept your statement in good faith that you are the foster parent and legal medical consentor, however, as the ethics codes of some of our providers required that we obtain court documents when court documents exist, we will require that you provide us a copy of DFPS Form 2085B and sign the form entitled "FC-7) Legal Documents (Medical Consentor Acknowledgement)" which is part of this initial intake packet. If legal documents do exist in the form of a REMOVING AFFIDAVIT, TEMPORARY MANAGING CONSERVATORSHIP or PERMANENT MANAGING CONSERVATORSHIP you must provide copies of these legal documents.

If you adopt your foster child, you must provide the court documents that finalize your legal status as the child's legal parents. If in the future additional court documents are created (such as FINAL DECREE OF DIVORCE or a MODIFICATION OF ORDER REGARDING POSSESSION OF AND ACCESS TO A MINOR CHILD) you must provide us a copy of that document as soon as it becomes available.

## LICENSURE

Alamo Heights Counseling, Inc. contracts with Licensed Professional Counselors, Licensed Clinical Social Workers, and Licensed Marriage and Family Therapists. Information on the credentials of each LPC, LCSW, or LMFT are available at intake and at your request. With the exception of Cheryl L. Shulter, Director, all counselors are independent contractors. Each counselor is responsible for his or her own professional liability insurance and for renewing his or her professional credentials as required by Texas law.

Alamo Heights Counseling, Inc. occasionally provides clinical experience for LPC Associates (newly licensed counselors under supervision for a minimum of 18 months) and LMFT Associates (newly licensed LMFTs under supervision for a minimum of 18 months). Associates under supervision are not permitted to accept health insurance or Medicaid, therefore these individuals will not be assigned as the counselor/therapist for your child as long as your child is in foster care. These individuals may be available to provide services to other members of your family, especially those who do not have health insurance or Medicaid. Beginning in August 2021, a small number of Practicum Students from Our Lady of the Lake University will obtain their practicum hours here. These students are graduate students in the OLLU program leading to a masters degree and LMFT licensure, but they are not yet



licensed. Practicum students are unable to accept health insurance but may be available on a limited basis to provide low-cost or no-cost counseling services for clients who would not otherwise be able to receive services. These individuals may also be able to provide services to members of your family who do not have health insurance or Medicaid. Again, these individuals will NOT provide services to your child as long as your child is in Foster Care.

#### **GRIEVANCES/COMPLAINTS**

If you are unhappy with the services your child or teen is receiving, we hope you will first discuss it with the assigned counselor and attempt to reach a resolution. If your child's or teen's counselor is unable to resolve your concerns, our Director, Cheryl L. Shulter would like to discuss it with you. Please notify staff that you would like to schedule time to speak with her when she is not with one of her clients. Appointments with Mrs. Shulter must be scheduled; they cannot be done spur of the moment due to her clinical and teaching schedule. You always have the option to file a grievance with the applicable licensure board if you feel your concern rises to that level. To make a complaint, one may contact the Complaints and Investigative Section, PO Box 141369, Austin, Texas 78714-1369 or call 1-800-942-5540. In the event of a complaint against a counselor at Alamo Heights Counseling, please notify Mrs. Shulter so that she can take appropriate corrective action immediately rather than waiting until the Board takes action. We hope that in the event of a complaint, you will give us the opportunity to correct the issue.

#### **CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS**

This foster child/teen intake packet consists a total of 8 documents identified as FC-1 through FC-8, as well as additional screens on which you were asked to enter health insurance information. The EHR program used by Alamo Heights Counseling, Inc., a program called "TheraNest" through which you were invited to the Client Portal, will obtain your signature once time and apply it to all documents in a complete packet. By completing any portion of these documents, you acknowledge that you were provided access to the TheraNest Client Portal and therefore had access to, were provided electronic copies of, and were asked to complete all of the documents contained in this packet.

#### **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## **Alamo Heights Counseling**

Alamo Heights Counseling, 900 NE Loop 410, Suite D200, San Antonio, TX 78209  
San Antonio TX 78209-1407  
210-822-2600

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### **30. FC-2) Notice of Privacy Practices (Foster Child/Teen Form)**

#### **ALAMO HEIGHTS COUNSELING, INC.**

#### **HIPAA NOTICE/NOTICE OF PRIVACY PRACTICES & POLICIES**

Notice of Alamo Heights Counseling, Inc.'s  
Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION, INCLUDING PSYCHOLOGICAL INFORMATION ABOUT YOUR MINOR CHILD MAY BE USED AND DISCLOSED AND HOW YOU, YOUR CHILD'S OTHER PARENT, AND YOUR CHILD, CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

We understand that health information about your child and your child's health care is personal. We are committed to protecting health information about your child. We create records of the care and services you receive in order to provide quality care and to comply with certain legal and ethical requirements.

This notice applies to all of the records of your child's care generated by this mental health care practice. This notice describes the ways in which we may use and disclose health information about your child. We also describe your rights to the health information we keep about you, and describe certain obligations we have regarding the use and disclosure of your child's health information. We are required by law to:

#### **I. Definitions**

In this document "your child" refers your minor child who is a current or past counseling client of Alamo Heights Counseling, Inc. "You" refers to the parent of the child client. Please be aware that unless a court has removed the rights of the other parent of Your Child, "you" as used in this document may also refer to the other parent, who may have all the same rights as You under the law. Use of the phrase "your child's other parent" in this document does not in any way state, imply, or suggest that you and your child's other parent have differing rights under the law. If you have questions about your child's other parent's ability to access medical and/or psychological records, please consult a family law attorney.

"PHI" refers to information in your health record that could identify your child.

"Use" applies only to activities within our office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies your child.

"Disclosure" applies to activities outside our office, such as releasing, transferring, or providing access to information about your child to other parties.

“Treatment” is when a counselor who is employed by or contracted with Alamo Heights Counseling, Inc. provides, coordinates, and manages your health care and services related to your health care. Examples of using your PHI for treatment are providing therapy or coordinating your child's care with your child's psychologist, psychiatrist or primary care physician. Disclosures for treatment purposes are not limited to the minimum necessary standard because therapists and other health care providers need access to complete information in order to provide quality care. The word “treatment” may include the coordination and management of health care providers third parties consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

“Payment” is when Alamo Heights Counseling, Inc. obtains payment for the healthcare services we provide to your child. Examples of how we might use or disclose your child's PHI for payment purposes are when we provide information to your health insurance company for payment purposes, or when we mail you a statement or invoice for the portion of the cost that is your responsibility, or when we swipe your credit card for a copayment or payment towards deductible for services rendered for your child. Non-counselor employees of Alamo Heights Counseling, Inc. will have access to PHI for purposes of billing and managing our accounting.

“Health Care Operations” are activities that relate to the performance and operation of our practice. Examples of include quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination. It may also include scheduling your appointments, filing and storing documents related to your care, and destruction of documents as required by law.

In most cases, “Your Counselor” applies to a master’s degree level or higher provider employed by or contracted with Alamo Heights Counseling, Inc. and who provides direct counseling or therapy services to you. This includes individuals licensed as Licensed Professional Counselors, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists and Licensed Psychologists.

Under certain circumstances, the term "counselor" or "your counselor" may also apply to an LPC Associate or LMFT Associate. These individuals have a master's degree and are newly licensed in their fields; they are under supervision for a minimum of 18 months and cannot accept health insurance at this time. If you are using health insurance, you will not be assigned to one of these individuals.

Under certain circumstances, the terms "counselor" or "your counselor" may apply to a Licensed Chemical Dependency Counselor at an associate’s or bachelor’s degree level.

If you are unsure of the education and licensure of any provider at Alamo Heights Counseling, Inc., please ask.

“Progress notes” are notes your child's counselor makes, either during or after your therapy session. Progress notes include the date on which your counseling session took place and may also include the time of your session, as well as information about the topics addressed, your therapeutic goals, your appearance, cognition, and ability to participate in the session, and any homework given or plans for next session. These notes are considered a part of your PHI.

“Psychotherapy notes” are notes a counselor has makes that are for the benefit of the counselor's recollection and understanding of the psychotherapy process. Psychotherapy notes may be about a conversation during a private, group, joint, or family counseling session and are kept separate from the medical record. These notes are given a greater degree of protection than PHI.

(Psychotherapy notes are sometimes called "process" notes, which is a separate and distinct term from progress notes, defined above.) Not all counselors at Alamo Heights Counseling keep psychotherapy notes--in fact most do not. Psychotherapy notes are most closely associated with psychoanalysis, a specialized form of therapy. Psychotherapy notes are addressed further later in this document because of the special protection they are afforded.

“Consent” is your giving permission for your information to be used or disclosed.

“Authorization” is written permission above and beyond general consent, which permits specific disclosures. Authorization is always in writing and includes specific details regarding what information may be disclosed.

## **II. Uses and Disclosures with your Consent**

Alamo Heights Counseling, Inc. may use or disclose your PHI for treatment, payment, and health care operations purposes with your consent. When you consent to the disclosure of your PHI, Alamo Heights Counseling, Inc. will ask for your authorization (in writing) to document your consent. Although we are legally permitted to act on your consent, we prefer to have your written authorization on file.

**TREATMENT.** We may use and disclose PHI in order to provide, coordinate, or manage your health care and other services related to your child's health care. An example of disclosure for treatment purposes is when your counselor consults with another health care provider, such as your psychologist, psychiatrist, or primary care physician. You indicate your consent to your child's treatment by bringing your child to Alamo Heights Counseling, Inc. to obtain counseling. You indicate your consent to our disclosing information to another health care provider when you share with us the names of your child's other providers and ask that we discuss your child's care with your other providers. Although written authorization is not required for treatment purposes, we may ask you to sign an authorization (as described below) for documentation purposes.

**PAYMENT.** We may disclose PHI for payment related purposes. For example, we may disclose PHI to your child's health insurance company in order to determine whether services are covered and to bill the health insurance company for services. Billing information may identify your child, your child's diagnosis, and the treatment provided. Alamo Heights Counseling, Inc. may also send you an invoice or statement at your mailing address to obtain the portion of the payment that is your responsibility. Providing us your health insurance information indicates that you consent to our disclosing your child's PHI to your child's health insurance company. If you wish to revoke this consent, you must notify us in writing. If you choose to revoke this consent, we can no longer utilize health insurance as a payment option.

**HEALTH CARE OPERATIONS.** We may use and disclose information about your child for administrative and operational purposes. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

## **III. Uses and Disclosures which require Authorization**

Alamo Heights Counseling, Inc. may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures.

Alamo Heights Counseling, Inc. will disclose your child's PHI when you (or your child's other parent) sign an authorization indicating you (or they) authorize such disclosure.

An example of a time when you might request such a disclosure is when you request that we share information with an attorney due to a legal matter. When the legal matter is a divorce between you and your child's other parent, additional issues can arise which will be discussed with you. Generally speaking, a child's counseling record is not helpful in a divorce proceeding but divorcing parents' access to a child's counseling record brings up issues that can cause children to feel even more "caught in the middle" than they were already feeling. Although you have the legal right to your child's record, we will discuss with you the possible negative impacts on the therapeutic process and the therapeutic relationship should you choose to go this route. The same is true in the event your child's other parent requests disclosure under the same circumstances.

If your child was referred to us as part of Department of Family and Protective Services case as a requirement of the Family Plan of Service, we will ask you to sign an authorization to release information to your DFPS caseworker and/or their supervisor, even if such authorization is not required by law. If you are unwilling to sign an

authorization, the Department of Family and Protective Services may not recognize the services you receive here. If the Department of Family and Protective Services has agreed to pay for your child's counseling but you do not sign an authorization, the Department of Family and Protective Services may withdraw their consent to pay and may not consider your child's participating in counseling to meet the requirements of the Family Plan of Service.

In instances when Alamo Heights Counseling, Inc. is asked for information for purposes outside of treatment, payment and health care operations, Alamo Heights Counseling, Inc. will obtain an authorization from you (or your child's other parent) before releasing any portion of your child's PHI, and if we cannot obtain an authorization, will not disclose/release any information unless required by law to do so, such as when we receive a Court Order even after making legal attempts to have your child's PHI protected.

Psychotherapy notes are separate from the rest of your child's health record and are afforded a higher level of protection than ordinary PHI. Your child's counselor may or may not keep psychotherapy notes, and keeping psychotherapy notes is not required by law, ethics code, or health insurance payors. You may ask your child's counselor whether he/she keeps psychotherapy notes. Generally, Alamo Heights Counseling, Inc. does not release or disclose psychotherapy notes to anyone for any purpose. If you have a question about psychotherapy notes, please let a staff member know and time can be scheduled to address your concerns with the counselor and the director.

You may revoke all authorizations of PHI at any time, provided the revocation is in writing. You may not revoke an authorization to the extent that (1) Alamo Heights Counseling, Inc. and/or your child's counselor has relied on that authorization and information has already been disclosed/released; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

#### **IV. Uses and Disclosures which do not require consent, authorization or notification**

Alamo Heights Counseling, Inc. and/or your child's counselor may use or disclose PHI without your consent, authorization, or notification in the following circumstances:

- **Child Abuse:** If your child's counselor has cause to believe that a child has been, or may be, abused, neglected, or sexually abused, your child's counselor must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- **Adult and Domestic Abuse:** If your child's counselor has cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, your child's counselor must immediately report such to the Department of Protective and Regulatory Services.
- **Health Oversight:** If a complaint is filed against your child's counselor/therapist/social worker with the applicable State Board of Examiners, the State Board has the authority to subpoena confidential mental health information from Alamo Heights Counseling, Inc. relevant to that complaint.
- **Serious Threat to Health or Safety:** If your child's counselor determines that there is a probability of imminent physical injury by your child to himself or herself or others, or there is a probability of immediate mental or emotional injury to your child, your child's counselor may disclose relevant confidential mental health information to medical or law enforcement personnel.
- **Lawsuits and Disputes:** If your child is involved in a lawsuit, we may be required to disclose health information in response to a court order. We may be required disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only under specific circumstances. It is our policy to inform both legal parents whose rights have not been terminated when such a request is made and to make every possible legal effort to obtain an order protecting the information requested.

## **V. Uses and Disclosures which do not require consent or authorization but about which we make an attempt to notify you before disclosure**

Alamo Heights Counseling, Inc. and/or your counselor may use or disclose your child's PHI without your consent or authorization under the following circumstances, but will notify you prior to doing so:

- **Worker's Compensation:** If you files a worker's compensation claim on your child's behalf, or if your child files a worker's compensation claim, your child's counselor may disclose records relating to your child's diagnosis and treatment to your child's employer's insurance carrier.
- **Judicial or Administrative Proceedings:** If your child is involved in a court proceeding and a request is made for information about your child's diagnosis and treatment and the records thereof, such information is privileged under state law, and Alamo Heights Counseling, Inc. and your child's counselor will not release information, without written authorization from you, the child's other parent, or your child's personal or legally appointed representative, or a court order. Privilege does not apply when your child is being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

## **VI. Uses and Disclosures in which Alamo Heights Counseling, Inc. Does Not Engage**

Even when permitted by law or ethics code, it is the policy of Alamo Heights Counseling not to use PHI for marketing purposes. Alamo Heights Counseling will not use or disclose your child's PHI for marketing purposes, nor will Alamo Heights Counseling, sell your PHI. We may market our new services via flyers placed in our waiting room, or your child's counselor or a staff member may let you know if additional services become available which may interest you.

## **VII. Rights and Duties**

### **CLIENT RIGHTS AND CLIENT DUTIES**

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about your child. However, Alamo Heights Counseling, Inc. is not required to agree to a restriction you request unless required by law.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- **Duty to provide means of communication** – If you elect to receive information by alternative means or at an alternative location, you have the duty to provide Alamo Heights Counseling, Inc. the contact information to use
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of your child's PHI in health and billing records used to make decisions about your child for as long as the PHI is maintained in the record. You may be denied access to your child's PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, your child's counselor will discuss with you the details of the request and denial process. This does not apply to psychotherapy notes, which are not part of the health record.
- **Right to Amend** – You have the right to request an amendment of your child's PHI for as long as the PHI is maintained in the record. You may ask to correct what you believe to be an error in your child's record or to add information you believe is missing from your child's record. Alamo Heights Counseling, Inc. may deny your request. On your request, your child's counselor will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, your child's counselor will discuss with you the details of the accounting process. As Alamo Heights Counseling makes every effort to obtain your consent and authorization for all disclosures, it is rare that these types of disclosures exist. In any given year, you may request a list of all disclosures within that year.

- Right to a Paper Copy – You have the right to obtain a paper copy of this notice from Alamo Heights Counseling, Inc. upon request, even if you have previously agreed to receive the notice electronically. In order to obtain a paper copy, please ask a member of the office staff.

#### ALAMO HEIGHTS COUNSELING'S RIGHTS AND DUTIES

- Right to Refuse Restrictions – Under certain circumstances, Alamo Heights Counseling, Inc. may have the right to refuse certain restrictions you may request on your child's PHI. We may deny your request if we believe it will negatively affect your child's healthcare to do so.
- Right to Deny Access – Under certain circumstances, Alamo Heights Counseling, Inc. may have the right to deny you access to your child's records. We will not provide to you a copy of your child's record if we believe that doing so will cause your child harm.
- Right to Deny Amendment – Under certain circumstances, Alamo Heights Counseling, Inc. may have the right to deny a request to amend your child's record. If you make a request to amend your child's record and Alamo Heights Counseling declines your request, we will provide you written notice of the reason within sixty (60) days.
- Right to Charge for Copies and to have adequate time to produce records – Medical professionals may charge for copies of the health record. Texas Law sets limits on the amount that a health care professional may charge for records. It is our policy to remain well below the legal charge for records while still covering the cost of paper and ink (or electronic media) and our staff's time spent. The cost to provide your child's record will be determined based on the number of pages and the method by which you wish to receive the records (paper or electronic). We will provide records to you within thirty (30) days of when we receive your written request on our authorization form. We may also charge when you request an accounting of all disclosures.
- Duty to Maintain Privacy – Alamo Heights Counseling, Inc. is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- Right to Change/Update this Notice/Policy – Alamo Heights Counseling, Inc. has the right to change the privacy policies and practices described in this Notice. When we make changes, those changes will apply to all information we have on file about you.
- Duty To Provide a Copy of this Notice – When Alamo Heights Counseling, Inc. revises its policies and procedures, we will post a revised copy in our office and on our website, and will make both paper and an electronic copies of this Notice available to you. You may be asked to sign an updated copy or an acknowledgement that that changes have been made.
- Duty To Follow the Terms of Notice In Effect – Alamo Heights Counseling will follow the terms of the notice that is currently in effect.

### **VIII. Complaints**

If you have a concern that your child's counselor/therapist/social worker has violated your privacy rights, or you disagree with a decision your child's counselor/therapist/social worker made about access to your child's records, our Director would like to hear from you. Because she also regularly sees clients, if you need to meet with the Director, please let the office staff know and someone will contact you to schedule a time.

If you are concerned that your counselor/therapist/social worker has violated your privacy rights, or you disagree with a decision your counselor/therapist/social worker made about access to your records, you may contact the applicable State Board (listed below).

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

Texas Department of State Health Services  
Mail Code 1982

P.O. Box 149347  
Austin , Texas 78714-9347

State of Texas Behavioral Health Executive Council

1-800-821-3205

333 Guadalupe Street, Suite 3-900, Austin, TX 78701

<https://www.bhec.texas.gov/>

## **IX. Effective Date**

These policies were originally created on March 16, 2016. Minimal text changes including correction of typographical errors, changes in capitalization and punctuation, and clarification of specific definitions were made on January 1, 2019. Changes made on January 1, 2019 are not changes to the policy or substance of this notice or to Alamo Heights Counseling, Inc's practices and policies but do provide clarification and elaboration related to several items. This policy was most recently updated on August 1, 2021.

## **X. Acknowledgement & Signature of Consenting Parent/Guardian for counseling of a minor child**

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By signing this document, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

Your signature below indicates that 1) you were informed that we have updated our privacy policy effective March 16, 2016, 2) that you were informed that our policy was minimally updated on January 1, 2019 and updated again on Sunday, August 1, 2021, 3) that you were given an opportunity to read the August 1, 2021 version of the privacy policy, 4) that you have received (or declined) a copy of these notices electronically and 5) that you are aware that you may request a paper copy if you so desire.

## **CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS**

This child/teen intake packet consists a total of 8 documents identified as C-1 through C-8, as well as additional screens on which you were asked to enter health insurance information. The EHR program used by Alamo Heights Counseling, Inc., a program called "TheraNest" through which you were invited to the Client Portal, will obtain your signature once time and apply it to all documents in a complete packet. By completing any portion of these documents, you acknowledge that you were provided access to the TheraNest Client Portal and therefore had access to, were provided electronic copies of, and were asked to complete all of the documents contained in this packet.

## **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::



## Alamo Heights Counseling

Alamo Heights Counseling, 900 NE Loop 410, Suite D200, San Antonio, TX 78209  
San Antonio TX 78209-1407  
210-822-2600

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### 31. FC-3) Telehealth Services Informed Consent (Foster Child/Teen Form)

#### WHAT IS TELEHEALTH?

Telehealth means provision of healthcare services with the provider and recipient of services being in separate locations and the services being delivered via technology. When mental health services are provided, this service is sometimes referred to as "tele-mental-health." In this document, we use the term "telehealth" only. Nearly all services provided by providers at Alamo Heights Counseling, Inc. are mental health services.

Services delivered via telehealth 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 apps, and others.

Providers at Alamo Heights Counseling, Inc. typically provide services using the HIPAA compliant telehealth platform "doxy.me " via internet.

\*During the quarantines and shelter-in-place orders connected with the 2020 CoViD-19 pandemic, federal and state governments have relaxed the standards relating to HIPAA-compliant means of telehealth, however, Alamo Heights Counseling, Inc. prefers to utilize methods which are previously compliant and already demonstrated to be secure, therefore for regular, routine care, providers use only doxy.me. In the event that either counselor or client is unable to reach the doxy.me service for some reason, or if doxy.me becomes unreliable, alternative means of connecting and communicating may be used. HIPAA compliant alternatives are preferred, even when federal and state laws have relaxed these guidelines.

Your child will need access to Internet services and technological tools needed to use the above-listed tools in order to engage in tele-mental health work with your provider.

If you or your child have any questions or concerns about the above tools, please address them directly to your provider so you can discuss their risks, benefits, and specific application to your treatment.

#### BENEFITS AND RISKS OF TELEHEALTH FOR MENTAL HEALTH SERVICES

Receiving mental health services via health has the following benefits:

\*It allows your child to receive services at times or in places where the service may not otherwise be available

\*It allows your child to receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.

\*It allows your child to receive services when you are unable to travel to the provider's office

\*The unique characteristics of telehealth medial may also help some people make improved progress on health goals that may not have been otherwise achievable without telehealth.

Receiving services via tele-mental health has the following risks:

\*Tele-mental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider's ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:

\*Internet connections and cloud services could cease working or become too unstable to use

\*Cloud-based service personnel, IT assistants, and malicious actors ("hackers") may have the ability to access your private information that is transmitted or stored in the process of tele-mental health-based service delivery.

\*Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.

\*Interruptions may disrupt services at important moments, and your child's provider may be unable to reach you/your child quickly or using the most effective tools. Your child's provider may also be unable to help you/your child in-person.

There may be additional benefits and risks to telehealth services that arise from the lack of in-person contact or presence, the distance between you/your child and the provider at the time of service, and the technological tools used to deliver services. You/your child's provider will assess these potential benefits and risks, sometimes in collaboration with you and your child, as the therapeutic relationship progresses.

## **ASSESSING TELEHEALTH'S FIT FOR YOUR CHILD**

Although it is well-validated by research, service delivery via telehealth is not a good fit for every person. Your provider will continuously assess if working via telehealth is appropriate for your child's case. If it is not appropriate, your child's provider will transition to working with you child in-person (if/when possible) or will help you find in-person providers with whom to continue services.

Please talk to your child's provider if your child find the telehealth service so difficult to use that it distracts your child from the services being provided, if using telehealth causes your child trouble focusing on services, or if there are any other reasons why the telehealth seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your provider is often a part of the process.

You and your child also also has a right to stop telehealth services at any time without prejudice. If your child's provider also provides services in-person and you have the ability to access the provider's in-person services, you will not be prevented from accessing those services if you choose to stop using telehealth.

## **YOUR CHILD'S TELEHEALTH ENVIRONMENT**

You will be responsible for creating a safe and confidential space for your child during session. The space should be free of other people. It should also be difficult or impossible for people outside the space to see or hear your child's interactions with the provider during the session. If you are unsure of how to do this, please ask your provider for assistance.

## **COMMUNICATION PLAN**

At the first session, your child and your child's provider will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises. (If your child is too young to participate in developing this plan, you will be asked to participate in developing the backup plan.)

The best way to contact your provider between sessions during the 2020/2021 CoViD-19 shelter-in-place order is via the provider's cell phone. Some of our providers will you give you their direct number, while others use a Google

Voice account or similar second line. Communicate with your provider about the best way to reach him or her during this time. This has remained the case as we have transitioned back to working from the office and is expected to remain the best means of reaching a provider between sessions.

Your child's counselor endeavors to respond to messages from you (or your child, if age appropriate) within 24 hours, however, your provider may not respond on his or her non-working days. Check with your provider about what his or her work schedule is. Sometimes, your child's provider may be able to respond more quickly than 24 hours. That does not mean that he or she will always be able to respond that quickly.

Your child's counseling with the provider will be done primarily during scheduled sessions. Communicate with your child's provider about what his or her hours are and how much contact is appropriate between sessions. Generally speaking, contact between sessions should be limited to confirming or changing appointment times or questions about billing issues, but you and your provider may make different arrangements based on your child's individual situation.

Your child's provider may coordinate care with one or more of your child's other providers. Although HIPAA and our informed consent policy allows providers to coordinate care with other providers without a specific separate consent from you, except in an emergency, your child's provider will generally ask you to sign an authorization documenting your consent. before doing so. Your child's provider may also ask for your child's or assent. Your child's provider will use reasonable care to ensure that those communications with other providers are secure and that your child's privacy is safeguarded.

In an emergency, your child's provider may communicate with other providers without your or your child's knowledge and consent to keep your child safe.

## **LOCATION AND LICENSURE**

All providers are licensed in the State of Texas. Services will be provided to you while you remain in the State of Texas. At the beginning of each session, let your provider know whether you are at your own home or another location within the State of Texas.

If you plan for your child to be outside the State of Texas on the date of an appointment, you need to let your provider know in advance which state your child will be in so that the provider can determine whether services are allowed under the provider's Texas licensure. It is possible that your child's session will need to be rescheduled for a time when you are in the State of Texas, as providing counseling services across state lines is governed by your provider's licensure board's ethics code, and may not be allowed.

## **SAFETY AND EMERGENCY PLAN**

As the parent of a minor child, you will need to participate ensuring your child's safety during mental health crises, medical emergencies, and sessions that your child has with his or her provider. As the recipient of telehealth-based services, your child will need to participate as well, to their best of their ability based on age and ability.

Your child's provider will require you to designate an emergency contact other than yourself (this can be the child's other parent, another adult who lives in your home, or a trusted family member, even if they do not reside in the home.) You will need to provide permission for your child's provider to communicate with this person about your child's care during emergencies.

Your child's provider will also develop with you a plan for what to do during mental health crises and emergencies, and a plan for how to keep your space safe during sessions. It is important that you engage with your provider in the creation of these plans and that you follow them when you need to.

## **SECURITY AND PRIVACY**

Your child's provider employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your child's privacy and ensuring that records of your child's health care services are not lost or damaged. Your child's provider also ensures that your privacy is protected by being in an environment that is secure from being overheard by others.

You also have a role in maintaining security of your child's privacy. Please use reasonable security protocols to protect the privacy of your child's health care information. For example: when communicating with your provider, use devices and service accounts that are protected by unique passwords that only you know. Also, use the secure tools that your child's provider has supplied for communications, and ensure that your child communicates with the provider using those tools.

## **RECORDINGS**

Please do not allow your child to record video or audio session without your provider's consent. Making recordings can quickly and easily compromise your child's privacy. Your provider will not record video or audio sessions. If you learn that your child has recorded a session, please immediately delete the session and discuss the situation with your child and your child's counselor.

## **CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS**

This child/teen intake packet consists a total of 8 documents identified as C-1 through C-8, as well as additional screens on which you were asked to enter health insurance information. The EHR program used by Alamo Heights Counseling, Inc., a program called "TheraNest" through which you were invited to the Client Portal, will obtain your signature once time and apply it to all documents in a complete packet. By completing any portion of these documents, you acknowledge that you were provided access to the TheraNest Client Portal and therefore had access to, were provided electronic copies of, and were asked to complete all of the documents contained in this packet.

## **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## Alamo Heights Counseling

Alamo Heights Counseling, 900 NE Loop 410, Suite D200, San Antonio, TX 78209  
San Antonio TX 78209-1407  
210-822-2600

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### 32. FC-4) Reason For Referral--Current Symptoms (Foster Child/Teen Form)

#### Reason for Referral

In a sentence or two, why is your child/teen coming to counseling?:

Below is a list of symptoms. If you believe your child is experiencing any of these, or has recently experienced one of these, check all that apply to help your child's/teen's counselor to understand his or her situation.

- Physical abuse
- Sexual abuse
- Psychological/Mental/Emotional abuse
- Work-related stress
- School-related stress
- Bullying (my child is a bully target or bully victim)
- Bullying (my child has been accused of being a bully or I have observed my child mistreat others)
- Sibling rivalry/sibling conflict
- Need or desire for Personal Growth
- Grief and Loss
- Depressed Mood
- Difficulties in relationships in the immediate family
- Difficulties in relationships in the extended family
- Difficulties in relationships outside the family (friends, classmates, dating interests)
- Symptoms of anxiety
- Recent Panic Attacks

- Phobia(s)
- symptoms of PTSD, exposure to traumatic event(s)
- anger management (voluntary)
- Anger Management (court-ordered/mandated/required)
- Probation or Parole (mandated therapy required by juvenile probation, etc. )
- CPS Case (mandated therapy as part of a Family Service Plan)
- Delusions and/or Hallucinations
- Drug or Alcohol-related Issue
- Lapses in Memory/Missed Time
- Suicidal Thoughts
- Suicide Attempt
- Behavioral Concerns
- Appetite Issues
- Avoidance
- Crying Spells
- Excessive Energy
- Guilt
- Fatigue
- Irritability
- Impulsivity
- Issues around puberty or sexuality
- Issues around sexual orientation or gender
- Loss of Interest in previously enjoyed activities
- Racing Thoughts
- Risky Activity
- Sleep Changes
- Suspiciousness
- Reason not listed (type in space provided)

Reason not listed 1 (type in space provided):

Reason not listed 2 (type in space provided)

Reason not listed 3 (type in space provided):

## Current Symptoms

What do you most want your child's/teen's counselor to know about the reason you will be coming to counseling, your current condition, or your current feelings?:

Aggravating Factors (What makes your child's/teen's symptoms worse?):

Relieving Factors (What helps your' child/teen feel better?):

Has your child/teen previously suffered from this complaint?:

If yes to the question above, did you previously seek treatment for your child/teen for this complaint ?:

If Yes, enter previous therapist(s) seen for complaint, describe treatment (If no, type NA):

## Current Mental Health Care

Is your child/teen currently under the care of another mental health provider?:

If your child/teen is currently under the care of another mental health provider, please indicate below.

- Psychiatrist or Psychiatric Nurse Practitioner (this is a medical doctor or nurse practitioner who specializes in treating mental health and can prescribe medications)
- Psychologist (this type of mental health practitioner typically has "PhD or "PsyD" after his or her name and do testing or therapy. Psychologists do NOT prescribe medication in Texas.
- LPC, LMFT, LCSW (these individuals are licensed to provide counseling, therapy, and other treatments, but are not usually called "doctor")
- LCDC (these individuals are licensed only to treat disorders related to substance use)
- General Practitioner (If your family doctor, pediatrician, or other primary care provider has treated a mental health condition for you or diagnosed you with a mental health condition, please check this box.)

Is your child/teen currently prescribed psychotropic medications? (antidepressants, meds for ADHD, etc.):

If your child/teen is currently prescribed psychotropic medications, please list the 1) NAME of the medication, 2) DOSE you take, 3) TIME of day you take it, 4) REASON it was prescribed to you and 5) WHO prescribes it.:

## Is your child/teen currently diagnosed with any of these conditions?

- Generalized Anxiety Disorder or other Anxiety Disorder
- Bi-Polar Disorder
- Dementia
- Depersonalization Disorder, or Dissociative Identity Disorder or any other dissociative disorder
- Oppositional Defiant Disorder, Conduct Disorder or other behavioral disorder
- ADHD or ADD of any type
- Post Traumatic Stress and/or Post Traumatic Stress Disorder
- Obsessive Compulsive Disorder or other compulsive disorder
- Learning Disability
- Panic Attacks, Anxiety Attacks, or other panic-related disorder
- Phobic Disorder
- Mental Retardation/Low Intellectual Functioning
- Schizophrenia, Schizoaffective Disorder, or Schizotypal Personality Disorder

## Substance Use

To your knowledge, does your child ever drink alcohol?:

Does your child/teen smoke tobacco?:

Does your child/teen smoke (or otherwise use) marijuana:

Does your child/teen use any other drugs?:

- Has your child ever used or been exposed to any of the substances below in any quantity to your knowledge?  
(Check all that apply)
- Marijuana
- Hallucinogens (LSD, psilocybin/mushrooms)
- Inhalants (glue, paint)
- Opiates (codeine, morphine, etc.) other than as prescribed for pain
- benzodiazepines (Xanax, Ativan, etc.) other than as prescribed for anxiety
- Pain medications (hydrocodone, etc.) other than as prescribed for pain



MDMA (Ecstasy/Molly)

Cocaine

Heroin

Does your child/teen exercise?:

Exercise Type, if yes to above:

## **Present Situation**

Is your child/teen attending school?:

If needed, clarify your answer to the above question about attending school:

Name of your child's/teen's school:

Which of the following best describes your living arrangements?:

If you marked "none of these" above, please explain your child's living arrangements in the space below:

## **Family, Friends, Relationships**

How is your child's relationship with you?:

How is your child's relationship with his or her other parent?:

If you or your child's other parent is remarried or has a long-term significant other, how is your child's relationship with the stepparent figure?:

Is your child's other parent deceased?:

If yes, how long ago? (if no, enter NA):

To your knowledge, what is your child's sexual orientation?:

What are your child's preferred pronouns?:

In what religion, if any, is your child being raised? Do you and the child's other parent practice the same religion as one another? Does your child willingly participate in religious activities with the family? Is this a source of conflict in

the family? Do you anticipate religious experiences or ideas being a part of your child's/teen's therapy?:

To your knowledge, is your child/teen sexually active?:

To your knowledge, has your child ever been physically abused?:

To your knowledge, has your child/teen ever been sexually abused?:

### **Additional**

What else do you want your child's/teen's counselor to know?:

### **CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS**

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### **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## Alamo Heights Counseling

Alamo Heights Counseling, 900 NE Loop 410, Suite D200, San Antonio, TX 78209  
San Antonio TX 78209-1407  
210-822-2600

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### 33. FC-5) Health History (Foster Child/Teen Form)

#### Previous Mental Health Care

Please answer ALL questions. If the question does not apply, type "NA" in the space provided

To your knowledge, has your foster child/teen attended counseling previously?:

If yes, how long ago? (if no or unknown, enter NA):

To your knowledge, has your foster child ever expressed suicidal thoughts?:

If yes, how long ago? (if no or don't know, enter NA):

To your knowledge, has your foster child/teen ever attempted suicide?:

If your child/teen has ever been hospitalized for psychiatric reasons, please indicate why and when. (If not enter NA; if you don't know, type "don't know"):

Has your child/teen ever been diagnosed with any conditions you did not mark on the previous form? If yes, provide all other diagnoses. If no, enter "no":

If Yes, enter provide any relevant information such as who diagnosed your child and what treatment was provided. if none, enter NA:

#### Medical History

We recognize you may not know all the answers to these questions about your foster child. If your child is old enough to be able to help with this form, please consult him or her. If your child is young, please consult his or her DFPS caseworker.

Allergies:

Previous medical conditions:

Previous surgeries:

## Family History

Was your child/teen adopted? If yes, at what age?:

Siblings and their ages (list all, including half siblings and step-siblings; if none, enter "none"):

If you and your child's other parent are divorced or were never married, enter any relevant information about your relationship and the way it has affected your child.:

Does any member of the immediate family, or a member of the extended family with whom your child/teen is close, have any serious medical conditions?:

Has any member of the immediate family, or a member of the extended family with whom your child/teen was close, died?:

Has your child/teen ever been arrested? If yes, when and why?:

Does your child drink caffeinated beverages? If yes, how many per day?:

## Physical Health

Check any of the following your child has ever been diagnosed with by a medical doctor or other health care professional.

- Head Injury
- Fainting/Dizziness
- Blackouts
- Shaking/Tremors
- Electrical Accident
- Stroke
- Cancer
- Loss of consciousness
- Dangerous/deadly allergies

- Neurological conditions/illnesses
- Surgery
- Toxic Exposure
- Seizures
- Migraines
- Loss of coordination
- Serious infection(s)
- Diabetes Type I
- Diabetes (Type II)
- Kidney Disease
- Radiation Exposure
- Liver Disease
- Malnutrition
- Thyroid Problems
- Weakness/Numbing

### **CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS**

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### **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## Alamo Heights Counseling

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210-822-2600

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### 34. FC-6) Credit Card On File Consent Form (Foster Child/Teen Form)

#### Credit/Debit Card On File Consent

**Client Full Name:**

**Client Date Of Birth:**

As all children in Foster Care have Superior Medicaid, there should be no cost to you for services for your child. An example of a time when there could be a charge to you is after an adoption is finalized, if you add your child to a commercial medical plan that has a copayment. If you would like to place your credit card information on file now, you may do so. If you choose not to do so, you may do so in the future at any time.

For your convenience, you may request that Alamo Heights Counseling, Inc. store your credit card on file and charge your credit card for your child's services, copayments, coinsurance, (and no-show fees when applicable). The information typed below is to document your consent and make a note of what card number and expiration date you have stored on file. The information provided below is NOT sufficient to run your card. Your complete card information must be entered once by Alamo Heights Counseling, Inc. staff while you are present in the office (or while you are on the telephone if your child is a telehealth only client).

Cards will be stored on-file with TSYS/Global Payments, a secure credit card processor. Alamo Heights Counseling, Inc. staff will be able to run your card once it is stored but will not be able to view your credit card information. Alamo Heights Counseling, Inc. does not store credit card information on our server or computers.

Card Type:

Cardholder name as it appears on card:

Last 4 digits on your preferred credit or debit card:

Expiration Date of your preferred credit or debit card:

#### CONFIRMATION OF SINGLE SIGNATURE FOR MULTIPLE INTAKE DOCUMENTS

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invited to the Client Portal, will obtain your signature once time and apply it to all documents in a complete packet. By completing any portion of these documents, you acknowledge that you were provided access to the TheraNest Client Portal and therefore had access to, were provided electronic copies of, and were asked to complete all of the documents contained in this packet.

**TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## Alamo Heights Counseling

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### 35. FC-7) Legal Documents(Foster Child/Teen Form)

As you know, professional counselors, family therapists, and clinical social workers are bound by ethical codes that dictate professional behavior and best practices. One of the requirements is that when working with children, the counselor, therapist, or social worker is aware of the legal circumstances of the child and the child's parents. Some of the ethical codes specifically mandate obtaining a copy of the parents' custody orders when there is a legal order affective parent/child relationships.

In order to protect all of our providers here at Alamo Heights Counseling, and to provide the best possible care to all of our clients, it is our policy to request legal documents from every parent bringing a minor child to therapy here and to document that we have made this request.

Effective January 1, 2021, we must have on file for EVERY child client either a) a copy of a legal order indicating the parents rights and responsibilities or b) a written statement from the parent indicating that no such order exists for their child. This form will facilitate this process. In the case of children in foster care, there are always legal documents. We require, at minimum, a copy of DFPS Form 2085B. When other legal documents are available, please provide them. We prefer to have as much information as possible available to assist us in helping your child.

Please mark the appropriate boxes below, then sign and date the form at the bottom of the page where indicated.

**Foster Parent: Please provide us important information about your child's legal relationship to adults in his or her life. We need a copy of DFPS Form 2085B (Designation of Medical Consenter) as well as any other legal documents you have related to your child.**

Parent: Please provide us important information about your relationship to your child's other parent and whether there are any legal documents such as a Divorce Decree, Order Granting Possession Of And Access To a Minor Child, or other Court Order Modifying a Parent Child Relationship.

Date DFPS Form 2085B and other documents were provided (If you are a foster parent, you MUST provide a copy of DFPS Form 2085B prior to or at the first appointment):

In order to protect all of our providers here at Alamo Heights Counseling, and to provide the best possible care to all of our clients, it is our policy to request legal documents from every parent bringing a minor child to therapy here and to document that we have made this request.

Effective January 1, 2021, we must have on file for EVERY child client either a) a copy of a legal order indicating the parents rights and responsibilities or b) a written statement from the parent indicating that no such order exists for their child. This form will facilitate this process. Please mark the appropriate boxes below, then sign and date the form at the bottom of the page where indicated.



**Client Full Name:**

**Client Date Of Birth:**

## **PARENT RESPONSES**

To be completed by the parent during the intake process

Our Foster Child's Legal Situation:

Regarding our Foster Child's Biological Parent::

Additional information: Please provide any additional information relating to your child's legal situation.:

## **TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document will apply all all intake documents.

Type your name here::

## Alamo Heights Counseling

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### 36. FC-8) AHC Letter to Foster Parents (Foster Child/Teen Form)

**Client Full Name:**

**Client Date Of Birth:**

#### Letter To Foster Parents

To be read and acknowledged by the registering foster parent during the intake process

Dear Foster Parent:

Thank you for trusting this practice to provide counseling services to your child. We want to ensure you are comfortable with the counseling process. If at any time you have questions, concerns, or problems, please let your child's counselor, therapist, or clinical social worker know.

Depending upon your child's age, your child may choose to share with you a lot or very little of what occurs during sessions. Teenagers especially appreciate the opportunity to discuss matters they would not typically feel comfortable discussing with their parents. The nature of counseling is such that it is most effective when the client has an expectation of confidentiality. Parents have the legal right of access to their children's health records, but when parents access their child health records as relates to mental health, it can often interfere with the therapeutic process.

According to Texas Department of State Health Services Publication Number E75-11652 as revised on 3/09, "Parents have a right to receive progress reports on their child's counseling. However, personal information shared by a child during an individual session will be kept confidential unless it involves imminent danger to the child or someone else. Young people will not confide in a counselor if they believe that personal information will be revealed to their parents."\* For this reason, your child's counselor, therapist, or clinical social worker will not be able to tell you the specifics discussed in a counseling session.

There are a few exceptions to confidentiality.

- If your child's counselor/therapist/social worker has reason to believe that your child has plans to hurt himself or herself
- If your child's counselor/therapist/social worker has reason to believe that your child has plans to seriously harm/kill another person
- If your child reports child abuse to his/her counselor/therapist/social worker
- If your child reports abuse of an elderly person or a disabled person to his/her counselor/therapist/social worker

In any of the above situations, medical personnel, law enforcement personnel, or an appropriate government agency may be informed.

Except for in these cases, what your child says will be kept confidential between your child and the counselor/therapist/social worker.

As a foster parent who has been named the child's Medical Consenter on DFPS form 2085B, you have some rights to information about your child's progress, although you share these rights with the child's DFPS caseworker and other adults in the child's life, including, when rights have not been terminated, the biological parents in some instances.

If at any time you desire information about your child's progress, please let your child's counselor/therapist/social worker know. This information can be provided through brief in-person updates before or after your child's regular session. Your child's counselor/therapist/social worker will use clinical judgement in terms of whether this should take place before or after the session, with your child present or not, or whether it should take place by telephone at a completely separate time.

If you desire more extensive information, an appointment for you alone can be scheduled. In some cases, this type of appointment may be billed to your health insurance with your child as the client under a code that indicates "family session, primarily client not present" if the length of time is substantial enough to constitute a billable appointment. It is our policy to listen to your concerns and issues relating to your reasons for referring your child for counseling and to offer you professional, clinically indicated responses.

If you request a copy of your child's record for any reason, please plan to have a conversation with your child's counselor and the DFPS caseworker about the risks and benefits of obtaining your child's record before you pick up the record.

Additionally, please be aware that while some adults do have a right to their child's health records, psychotherapy notes are not part of the health record, and you do not have a right to information contained in psychotherapy notes, which are different from progress notes and stored separately from the child's health record.\*\*

Finally, please be advised that once your child reaches the age of majority (eighteen in Texas in most situations) or is otherwise emancipated, you will no longer have access to your child's record, as it will belong to your child. Additionally, if you child leaves your care to return to their family of origin, or if they are transferred to another foster home and new foster parent is named the Medical Consenter on DFPS Form 2085B, you will no longer have the right to access the child's record.

\*\*\*\*\*

\*This information is directly from Texas Department of State Health Services Publication Number E75-11652 as revised on 3/09. For more information, you may contact the Texas Department of State Health Services at 512-776-7261 or the Texas State Board of Examiners of Professional Counselors at 512-834-6658, or the Texas Behavioral Health Executive Council

\*\*This information is directly from the U.S. Department of Health & Human Services. For more information, visit <https://www.hhs.gov/hipaa/for-professionals/faq/2094/does-parent-have-right-receive-copy-psychotherapy-notes-about-childs-mental-health-treatment.html>

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**TYPED NAME OF FOSTER PARENT/MEDICAL CONSENTER**

Type your name into the box below. Your signature on the final document (this document) will apply all all previous intake documents as well.

Type your name here::

**Client's Name:** \_\_\_\_\_

**Parent/ Guardian name:** \_\_\_\_\_

**Parent/ Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_