

# Counseling and Mental Health Center

## University of Houston-Clear Lake

### INFORMED CONSENT

We would like to welcome you to the Counseling and Mental Health Center (CMHC). We hope that we can help you find the services that you need. We welcome your feedback on your experience in our office and with our services. Please read this document in its entirety, making certain you understand it, asking any questions you may have to either our front desk staff or your initial consultation therapist, and keep a copy of it for your personal records. After reading it, please initial each blank then sign at the bottom.

#### Confidentiality

CMHC recognizes that confidentiality is essential to effective therapy. For therapy to work best, you must feel safe sharing personal information with your therapist and know that your privacy will be protected. Your records from CMHC are not part of your student record and are stored in a separate, secure database. Client records are held for 7 years following your last date of treatment at CMHC. After 7 years your records are digitally shredded in a way that protects your privacy. Under most circumstances, all information about you obtained in the therapy process (including your identity as a client) is confidential and will be released to parties outside CMHC only with your express written consent. There may be circumstances in which we may share information about you without your consent.

#### Limits of Confidentiality

Because there are certain circumstances in which confidentiality is limited or can be breached, it is important that you understand where confidentiality is limited by the law:

- If you are under 18, your parents or legal guardian(s) may have access to your records and may authorize their release to other parties (see "Consent for Students Under 18" section below for details)
- Reporting of child or elder abuse or neglect (as required by law)
- If you disclose sexual misconduct by a therapist
- Mental health oversight activities (e.g., audits, inspections or investigations of administration and management of Counseling and Mental Health Center)
- Lawsuits and disputes (When appropriate, we will attempt to provide you notice of any subpoena we receive and request authorization before disclosing information from your record)
- Law enforcement (e.g., in response to a court order or other legal process) to identify or locate an individual being sought by authorities; about victim of a crime under restricted circumstances; about a death that may be the result of criminal conduct; about criminal conduct that occurred in the Counseling and Mental Health Center; when emergency circumstances occur relating to a crime
- To prevent a serious threat to the health or safety of yourself or any other person (such disclosure may be to medical personnel, law enforcement personnel, university personnel, or to family or other appropriate individuals in order to protect you or others)
- Alcohol and drug abuse information has special privacy protections. The Counseling and Mental Health Center will not disclose any information identifying an individual as being a client or provide any mental health or medical information relating to a client's substance abuse treatment unless: (i) the client consents in writing; (ii) a court order requires disclosure of the information; (iii) medical personnel need the information to meet a medical emergency; (iv) qualified personnel use the information for the purpose of conducting research, management audits, or program evaluation; or (v) it is necessary to report a crime or a threat to commit a crime or to report abuse or neglect as required by law
- To comply with the mandate to transmit statistics to UHCL (EOS) regarding sexual misconduct by or against you that you report to us during your treatment and that occurred while you were employed or studying at UHCL. We are to indicate only the type of incident reported and may not include any information that would violate a student's expectation of privacy. The reporting of these statistics will not trigger an investigation by EOS or lead to any other action.
- As may otherwise be required by law

CMHC's **Notice of Privacy and Confidentiality Practices** provides detailed information about your right to confidentiality and its limits. If you have questions about specific situations or any aspect of the confidentiality of CMHC records, please ask a member of the counseling staff.

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## Eligibility

Only currently enrolled UHCL students are eligible for services at CMHC. During the summer, students who are enrolled for any part of the summer are eligible for services throughout the summer. Continuing students who were enrolled in good standing throughout the spring semester and are already enrolled for the following fall are eligible for limited services during the summer months as appropriate. Couples are eligible for couples therapy if one member is a currently enrolled UHCL student.

## Services Offered

The primary purpose of UHCL CMHC is to help students with problems that are interfering with their ability to do their best. In order to use resources most effectively and address student need, CMHC creates a customized treatment plan that fits the unique and specific needs of each client. This model supports client autonomy and connects clients to a range of mental health resources and academic services.

The following is a list of possible services that may be included in your individualized Care Plan:

- **Self-Directed Services:** These services include Biofeedback, the Mind Spa, WellTrack, Website Self-Help Resources, etc.
- **Group Services:** This includes Group Therapy and Couples Therapy. Some groups are time-limited (for instance, six or eight meetings), while others are ongoing. Therapy group sessions typically last 50-80 minutes and are scheduled weekly. Couples sessions are 45 minutes.
- **One to One Services:** These services include Individual Therapy, Single Appointment Follow Up, Psychiatric Services and Case Management. If it is determined that individual therapy is the best fit for you, you will discuss goals and a plan with your ongoing therapist including how often and how many sessions it may take to achieve your goals. As we operate within a short-term model for services, the duration of counseling generally lasts between five and fifteen sessions. Each session is generally 45 minutes. Please note that CMHC does not schedule ongoing “standing” weekly appointments for individuals or couples. A client’s next appointment will be scheduled at the end of each session. The frequency of sessions may at times be affected by the other demands on our resources.
- **Referrals:** We can assist you with referrals to on-campus offices and programs or to off-campus services or programs, if needed.
- **Crisis Services:** CMHC staff make every attempt to be available to students in immediate need during our office hours. If you are experiencing suicidal thoughts, having trouble with basic functioning and completing basic tasks, or are facing an acute stressor that threatens the safety of yourself or others, we will get you in for a same day crisis appointment. If you anticipate that you will need around the clock crisis services available to you, please talk with your therapist. Emergency on-call services are available by phone both during and after business hours to assist UHCL students experiencing a mental health or interpersonal violence crisis. Crisis counselors are familiar with UHCL and community resources and will be able to assist students in managing the situation or directing the caller to appropriate resources.

### UHCL Crisis Line

281.283.2580, press 2 to speak to a crisis counselor

### 24 Hour Crisis Services

988	Suicide Prevention Lifeline
Text HOME to 741741	Crisis Text line
713.970.7070	Harris County MHMRA Crisis Clinic

If you believe that your problem or concern is not likely to benefit from the above services, feel free to discuss this with a therapist, who will be glad to help you determine how CMHC can best help you, including referrals to other resources.

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## Getting Started

Your initial consultation session will last approximately 20 minutes. The paperwork must be completed prior to the start of the initial consultation and usually takes approximately 30 minutes to complete. The initial consultation session helps identify the services most likely to help you, such as group therapy, individual therapy, or other services. Some problems may be outside the scope of the services that we offer, or we may determine that we are not the most appropriate service for your problem or concern. This might be the case if long-term therapy or specialized treatment is required to help with your issue. If at the initial consultation the therapist feels CMHC is not appropriate for your problem or concern, they will discuss options for more appropriate services. This may include referral to other agencies or professionals or negotiating a goal that may be reached in a limited number of sessions.

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## Cost of Services

Your payment of UHCL student service fees allows you to take advantage of therapy services free of charge. Groups are offered free of charge to UHCL students for as long as the group continues. Consultation and referral are generally offered in a single session, free of charge to UHCL students. If testing is performed, you will be charged a minimal amount in order to offset the cost of the materials. There is a small fee associated with psychiatric services. There are fees associated with appointments that are missed without notice (see "Commitment to Treatment" section below). In addition, there are fees associated with failure to return CMHC library materials on time. See fee schedule:

- Appointment no-show (after 1<sup>st</sup>): \$25.00
- Clinical File Copy Fee \$25.00
- Unreturned CMHC library book: if not returned by due date, student is charged \$3.00/week. If not returned within two months, the student pays the accumulation of late fees plus the cost of the book.
  
- Psychiatry fees:
  - Initial Evaluation \$40.00
  - Psychiatry Follow-up Visit \$20.00
  - Med refill only, no visit (Psychiatric provider discretion) \$20.00
- Psychiatry late cancellation fees:
  - Initial Evaluation \$25.00
  - Follow-up Visit \$25.00
- Psychiatry No-show fees:
  - Initial Evaluation \$166.00
  - Follow-up Visit \$55.00

## Payment Types and Failure to Render Payment

You may pay by check, cash, or credit card. If you choose to use a credit card for payment, please be aware that your name will be associated with a payment to our office and you will receive an email confirmation.

If you have a balance on your CMHC account, you may still schedule appointments, however, you are expected to set up a payment plan with our office. Any unpaid balances where a payment plan has not been arranged with CMHC will be forwarded to the Student Business Services Office and will become part of your university financial bill. Unpaid balances are forwarded to the Student Business Services Office on August 1st, December 1st, and May 1st of each year, and the fee will be listed as "Health and Wellness-B" on your student account. Once your balance is forwarded to the Student Business Services Office, you will no longer be able to arrange a payment plan with our office and the balance owed to CMHC will be viewable by the UHCL Student Business Services Office and any other individuals to whom you have granted permission. As a courtesy, our office will send one reminder notice to the email address you provided in your CMHC file on the 15th of the month prior to the month that the balance is forwarded.

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## ***Commitment to Treatment (No-shows, excessive cancellations and late arrivals)***

CMHC works hard to be available to students in need. Clinical services offered are in high demand, and to protect staff time and be able to reduce wait times for students, the center charges a fee for excessive no-shows. No-show counts reset with the beginning of a new academic year; however, any accrued fees remain the student's responsibility.

### APPOINTMENTS (INDIVIDUAL, COUPLES, GROUP, CASE MANAGEMENT\*, AND CONSULTATIONS)

An appointment is considered a no-show if the client:

- does not cancel the appointment before the time of the appointment or
- arrives too late to be seen (as determined by the therapist).

After the first no-show the Front Desk Staff will make a note on the client screen indicating the client has no-showed a therapy appointment and notify the client reminding them of the policies and fees.

At two no-shows a \$25 fee is charged. Clients may still attend appointments; however, clients are expected to pay the fee in full or establish a payment plan with the office. Unpaid balances will be managed in accordance with the policy outlined in the section above.

After 3rd no-show clients may be referred out.

\*If a client misses their scheduled psychiatric case management appointment with the Case Manager, they will not be allowed to schedule another appointment with the psychiatric provider until they re-schedule with the Case Manager. If a client has an existing appointment with the psychiatric provider already scheduled in the same week as the missed psychiatric case management appointment, the client will be allowed to keep the psychiatry appointment, however, will not be allowed to make any subsequent appointments.

### LATE ARRIVALS

Clients are asked to call and notify the office if they know they are going to be late for an appointment. It may be necessary to reschedule the appointment, as determined by the treating therapist. Clients arriving more than 10 minutes late for an initial consultation will be rescheduled for an initial consultation.

### CANCELLATIONS

If it is necessary to cancel a session, clients are required to provide at least 24 hours' notice. Failure to do so will result in a late cancellation. If a client cancels an appointment and is able to reschedule within a week, it is counted as a rescheduled appointment. If it cannot be rescheduled within a week it is marked as a cancellation.

### EXCESSIVE CANCELLATIONS

Excessive cancellations, or failure to provide notice of a cancellation, deprives other clients of therapy services and negatively affects the therapy process and client progress. A combination of five missed appointments (cancellations, late cancellations, or no shows) may lead to restriction in services or a referral to outside services. Any accrued fees will remain the student's responsibility, whereas missed appointment counts reset each academic year.

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## **Pearland Services**

Students enrolled at either campus are eligible for therapy at UHCL-Pearland. We provide individual and couples therapy, including initial consultation, at the Pearland campus. At the present time therapy is offered on a limited schedule and is not available during all the hours the Clear Lake office is open.

All of the student services at UHCL-Pearland will take place in a central student services suite of offices. Your right to confidential therapy does not change due to which campus you have therapy appointments. However, due to the shared office space and shared receptionist/secretarial support, your identity may be known to student services staff that have to check you in for appointments and may see you coming or going. These staff members do not have access to your therapy records. In addition, they have undergone confidentiality training and have signed agreements to keep your identity confidential. In rare emergency situations, they may be called on as back-up to help us best serve your needs and provide you with the best services.

Because UHCL-Pearland support staff are not permitted access to client records to schedule appointments, all scheduling will happen through the Clear Lake office or with your therapist directly once you have started. The therapy hours at UHCL-Pearland are set times and each Pearland therapist is only at the Pearland campus for one shift per week and we cannot schedule appointments at Pearland at other times. If you need to be seen outside of the therapist's available times, you may have to travel to the Clear Lake campus.

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## **Teletherapy**

CMHC endeavors to provide mental health services that are most accessible to students. Decisions about whether students may access mental health services via telehealth (Phone, Videoconferencing) follow the American Psychological Association and American Psychiatric Association Guidelines. In order to participate in teletherapy, you must agree to the following:

- First contact appointments and crisis appointments should be in-person whenever possible (exceptions may be made in certain circumstances).
- When deciding mode of service, clinicians will try to honor your preferences whenever possible; however, your therapist will consider many factors (i.e. clinical appropriateness, personal circumstance, etc.). Should circumstances change following the initiation of telemental health services, your clinician may request you resume in-person appointments.
- There are potential benefits and risks of videoconferencing that differ from in-person sessions, including but not limited to, disruption of transmission by technology failures, interruption, and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
- You understand that the privacy laws that protect the confidentiality and privacy of my protected health information also apply to teletherapy. You understand there will be no recording of any of the online sessions by either party without receiving permission from the other.
- You agree to use the video-conferencing platform ZOOM selected for your virtual sessions, and the therapist will

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explain how to use it.

- You need to use a webcam or smartphone during the session.
- It is important to be in a quiet, private space that is free of distractions (including cell phones or other devices) during the session.
- It is important to use a secure internet connection rather than public/free Wi-Fi.
- It is important to be on time. If you need to cancel or change your teletherapy appointment, you must notify our office by phone.
- We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.
- We need a safety plan that includes your physical location during the session, at least one emergency contact, and the closest ER to your location, in the event of a crisis situation.
- You understand that you must physically be located in the state of Texas while receiving teletherapy. Your provider will verify your physical location at the beginning of each teletherapy session, and you will notify your provider immediately if you are located outside of Texas.
- You understand that the same standard of care applies to a teletherapy visit as applies to an in-person visit. You agree with us sending the invitation for teletherapy to the email address on file.
- You consent to our office sending administrative documents, including but not limited to: Links to teletherapy appointments, letters informing you of the state of your account, and any unpaid balances, informed consent documents, or other administrative documentation to your email address provided on file.

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### **Counseling Records and Recording of Sessions**

It is our standard practice to use various methods for gathering data for the purpose of creating therapy records, including written notes and audio and video electronic recordings of sessions. These notes or recordings do not become part of your therapy record and are disposed of soon after the official record has been created. The official record is maintained in a secure electronic database and is retained for seven years in accordance with state law. (Refer to the Notice of Privacy and Confidentiality practices for details about your therapy record).

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### **Weather and University Closures**

During weather-related or other emergencies UHCL may be closed. At such times CMHC will be closed and all therapy appointments will be cancelled. We advise you to check the UHCL Information Hotline (281.283.2221) to check for campus closures at times of bad weather.

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### **Assessment of Services**

As part of the therapy process, clients are asked to provide standard information about themselves at initial consultation, during therapy, and at the termination of therapy. This information may be collected by questionnaire or interview format. The information is used to monitor the progress of clients and is also summarized to assess the benefits provided by therapy services to all our clients. Results are de-identified and presented in aggregate form.

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### **Children in the Waiting Room**

Please make childcare arrangements, as it is not appropriate for children to accompany clients to therapy appointments. No children should ever be left unattended in the suite, as CMHC staff will be unable to watch your children and are not responsible for unattended children. If there is a problem involving a child who has been left unattended, the client's session will be interrupted and ended. Please be aware that any children brought into the office may be exposed to situations that could be disturbing to them.

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### **Consent for Students Under 18**

If you are under the age of 18, Texas State Law requires that we obtain permission from your parent or managing conservator/guardian in order to offer you therapy services, unless any of the following circumstances apply:

- You are on active duty in the armed forces.
- You are 16 years of age or older and reside apart from parents, conservator, or guardian AND manage your own financial affairs (regardless of the source of income).
- You are thinking about suicide.
- You have concerns about alcohol and/or drug addiction or dependency.
- You have been sexually, physically, or emotionally abused.

If you fall into one of the above categories, we can offer you therapy without parental/guardian consent. Under Texas State Law, parents/guardians may still have access to your therapy record and/or could talk with your clinician whether

parental consent is necessary or not. If none of the above situations apply, we will need parental/guardian consent before your therapy begins. Please obtain written permission from your parent or managing conservator/guardian for therapy services before an appointment is scheduled.

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## Social Media Policy

**Friends:** Therapists do not accept friend or contact requests from current or former clients on any social networking site (e.g., Facebook, LinkedIn, etc.). Doing so can compromise your confidentiality and our respective privacy. In addition, it can confuse the boundaries set within a therapeutic relationship.

**Following:** Twitter and Pinterest allow anyone to follow you. Our therapists do not expect that you will follow them; however, if you choose to follow your therapist, you can expect that they will discuss this choice with you. Therapists do not follow current or former clients.

**Interacting:** Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites, such as Twitter, Facebook, or LinkedIn to contact a therapist. These sites are not secure, and messages may not be read in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with a therapist in public online.

**Use of Search Engines:** It is NOT a regular part of our practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis, such as if there is reason to suspect you are in danger of hurting yourself or others and attempts to contact you using other means have been unsuccessful (i.e., in person, phone, or email). There might be an instance, in which using a search engine to find you, someone close to you, or to check on your recent status updates, is necessary as part of ensuring your welfare. These are unusual situations and if our office ever resorts to such means, it will be documented and discussed with you.

**Email:** Use of email for electronic communication is not completely secure or confidential. As such, email communication is primarily used by our office for administrative reasons related to sending appointment links, scheduling/rescheduling missed appointments, providing/receiving relevant paperwork or resources. Please do not email content related to your therapy session to your therapist. In the event that you do choose to communicate with our office or your therapist via email, please note that all correspondence is documented in your client file and retained in the logs of the UHCL email server and your Internet Service Provider.

**Viewing:** A therapist will not view your online activity. Viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on the working relationship. If there are things from your online life that you wish to share with your therapist, please bring them into your sessions where you can view and explore them together, during the therapy hour.

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## Termination of Therapy

Termination of therapy can occur for a number of reasons:

- You have reached your goals.
- You have reached the limits of the availability of our service.
- You would like to take time off from therapy.
- You feel that therapy is not helpful to you.
- You or your therapist believe that a different approach would be more helpful to you.
- You are not compliant with treatment.
- You are no longer a currently enrolled UHCL student.

When any of these situations occur, it is important for you and your therapist to discuss the end of therapy to make certain that you fully communicate your perceptions and feelings. Check-ups or follow-ups might sometimes be appropriate as well. Upon termination your file will be closed. If you fail to return for therapy and do not contact your therapist, your file will be closed. This does not exclude you from reinitiating services at a later date.

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*I have received and read the UHCL, Informed Consent, and Notice of Privacy and Confidentiality Practices. I understand and accept these policies, procedures, and guidelines for services, my responsibilities, and services offered, as described in these documents. I authorize UHCL CMHC to provide professional services to me.*

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Printed Name

\_\_\_\_\_  
Signature

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Date