

(on letterhead)

**PRACTICE CONTINUATION AGREEMENT  
“PROFESSIONAL WILL”**

This agreement is made and entered into on this day of \_\_\_\_\_, by and between A and B. The parties hereto both conduct separate psychotherapy practices. A desires to make arrangements for the continued care and treatment of A's psychotherapy clients and for the continued confidentiality of A's records in the event of A's death or total and permanent disability. To that end, in consideration of the promises and covenants contained in this Agreement, the parties hereby enter into this Practice Continuation Agreement.

In the event of A's death or total and permanent disability, B agrees to close A's clinical practice by transferring the care and treatment of A's psychotherapy clients to B's own practice; or if B deems appropriate or the client wishes, B agrees to refer the client to another licensed mental health therapist. B agrees to take immediate possession of A's psychotherapy client records, including all computer/electronic files, written records, audiotapes, and videotapes. B shall not be responsible for unpaid bills and claims regarding A's clinical practice. B shall not be entitled to collect and retain the accounts receivable owing to A for services rendered before A's death or disability. B shall immediately turn over any accounts receivable collected by B to the personal representative of the estate of A, or the agent holding power of attorney for A. B agrees to designate a bookkeeper or businessperson to collect outstanding debts or to cooperate with the Executor to collect outstanding debts to A's psychotherapy practice.

1. A hereby grants, conveys, and assigns to B psychotherapy client records relating to his/her practice of psychology and counseling, said grant, conveyance, and assignment to take effect on the death or physician-certified total and permanent disability of A. A agrees to inform the Executor of A's will or estate of this Practice Continuation Agreement. Upon learning of the identity of A's Executor (or guardian or agent under a power of attorney), B shall inform that person of this Practice Continuation Agreement. In the event of *temporary* disability, B agrees to take *temporary* possession of A's clinical records until such time as A can return to A's psychotherapy practice. B shall attempt to contact each client and obtain that client's permission before reviewing their clinical files. However, B is authorized to review such files prior to obtaining consent if, in B's professional opinion, it is necessary.
2. B agrees to maintain the confidentiality of A's psychotherapy client records. B will not disclose the contents of the records to anyone except to the client or that person or persons authorized by the client to receive the client's records, or to a licensed mental health therapist to whom B has referred a client if client signs a release for B to do so, or in the event of court order or subpoena for release of A's records. A's Executor (or guardian or agent under power of attorney) shall be entitled to all of A's financial books and records. B agrees to allow A's

Executor continuing access to A's clients' clinical files, if necessary, until the statute of limitation for malpractice claims against A's estate has passed.

3. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this agreement.
4. In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. This agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.
6. This agreement shall supersede all other such prior professional arrangements (Practice Continuation Agreements) and shall replace them.
7. B will be provided with a remuneration fee of \$\_\_\_\_\_ from the estate or business account of A, for the stated services in this agreement, in the case of A's death or physician-certified total and permanent disability.
8. This Agreement may be revoked by written notice to the other party by either party or their Executors, guardian, or agent under a power of attorney at any time.
9. This Agreement shall automatically terminate if B dies, becomes incapacitated or is no longer licensed by the State of Texas.

EXECUTED ON \_\_\_\_\_

\_\_\_\_\_  
A, (credentials)

EXECUTED ON \_\_\_\_\_

\_\_\_\_\_  
B, (credentials)

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

BEFORE ME, the undersigned authority, on this day personally appeared A and B, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration herein expressed.

GIVEN under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Travis County, Texas  
My Commission Expires: \_\_\_\_\_