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(806) 300-0898 OFFICE (806) 701-5422 FAX

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

Name: \_\_\_\_\_

Welcome to Rise Counseling. This document contains important information about our professional services and business policies. Please read it carefully and note any questions you might have so you can discuss them with me during your intake. Once you sign this consent form, it will constitute an agreement between us.

### **Qualifications**

I earned a Master of Arts degree in Counseling from Wayland Baptist University in Plainview, Texas. I hold license number 68089 as a Licensed Professional Counselor with the Texas State Board of Examiners of Licensed Professional Counselors.

### **Nature of Counseling Services**

Counseling is the process where mental health distresses and disorders are assessed, prevented, evaluated, and treated. There are a variety of techniques that can be utilized to deal with the problem(s) that brought you to therapy. These services are generally unlike any services you may receive from a physician in that they require your active participation and cooperation.

Counseling can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have benefits for people who go through it. Therapy

Pg. #1 initial \_\_\_\_\_

often leads to better relationships, better problem-solving and coping skills, and significant reductions in feelings of distress. Given the nature of counseling, it is difficult to predict what exactly will happen. No guarantees can be made regarding outcomes or regarding what you will experience. I will at times consult with other mental health professionals regarding treatment planning and case progress. During those consultations, your identity will not be disclosed and your confidentiality will be maintained.

## **Procedures**

Counseling involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

If counseling is begun, I will usually schedule one hour session (approximately 50-55 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, I will try to find another time to reschedule the appointment. For late cancellations (less than 24-hour notice) Rise Counseling will charge half your normal session fee, and for a missed appointment with no notice you will be charged the full normal session fee.

The overall length of counseling (in weeks or months) is generally difficult to predict but is something we can discuss when the initial treatment goals are established.

## **Professional Fees**

Your session fee will be discussed and determined prior to or at your initial session. In addition to weekly appointments, this amount will be charged for other professional services you may need, though it will be prorated if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

## **Billing and Payments**

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

### **Litigation Policy**

The nature of the therapeutic process requires that clients make full disclosure with regard to many matters of a confidential nature. If you become involved in legal proceedings that may require my participation, you agree to let me know immediately and provide full disclosure regarding the nature of the legal proceeding. I am a therapist. My chosen profession is helping people get better. I prefer not to become involved in any legal proceedings. If I am subpoenaed by you or your attorney to provide records or give testimony in violation of this agreement, I will obey the subpoenas as required by law. You acknowledge and agree that I reserve the right to terminate my professional relationship with you immediately and refer you to other mental health professionals. If I am subpoenaed by another party to provide records or give testimony, I will obey the subpoena as required by law. If the subpoena is issued by someone other than you or your attorney, I will notify you if I am subpoenaed to provide records or testimony. If you do not agree with the subpoena, it will be your responsibility to take appropriate legal action. By your signature below, you agree that I have no responsibility or obligation to avoid compliance with a subpoena or court order for records or testimony.

### **Litigation Fees**

If legal proceedings occur that require my involvement and I am subpoenaed to testify in court on your behalf, my fee is \$1,000.00 and is payable no less than ten (10) days (excluding weekends) prior to any court related services or testimony PLUS \$150 per hour for my professional time. My professional time for services related to all legal proceedings may include but is not limited to, preparation time (this includes research if needed); travel time to and from my office and the destination; attendance at any hearing, deposition, or other proceeding (regardless of testifying or not); and the costs of complying with a subpoena for records or testimony. Any reproduction of counseling records requires written notice, a signed authorization to release records and a flat fee of \$50 due no less than 10 days (excluding weekends) prior to the release of any counseling records. Please note that you as my client are responsible for these fees whether the subpoena is issued by you, your attorneys or by any other party.

### **Contacting Me**

I am often not immediately available by telephone, and you may need to leave a message for me. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. Rise Counseling does not have 24-hour crisis services in office. If you are unable to reach me and feel that you cannot wait for me to return your call, particularly after office hours and overnight, contact your family physician, a local crisis line (806) 740-1414, or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with emergency contacts including the name of a colleague to contact, if necessary.

I prefer using email or text messaging, if phone contact is not possible, only to arrange or modify appointments. Please do not email or text me content related to your therapy sessions, as email and text messages are not completely secure or confidential. If you choose to communicate with me by email or text message, be aware that it is possible that emails and texts are retained in the logs of your and my Internet Service Providers and/or applicable phone records. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s). You should also know that any emails and texts I receive from you and any responses that I send to you become a part of your legal record.

I do not accept friend or contact requests from current or former clients on any social networking site, such as Facebook, Instagram, or the like. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

### **Professional Records**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, unless I believe that seeing them would be emotionally damaging to you. If this is the case, I will be happy to provide your records to an appropriate mental health professional of your choice. Although you are entitled to receive a copy of your records if you wish to see them, I may prefer to prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged a prorated fee for any professional time spent in responding to information requests.

The state of Texas requires that I keep your records for 5 years after termination of counseling services.

### **Confidentiality**

In general, the privacy of all communications between a client and a therapist is protected by law, and I can only release information about our work to others with your written permission. However, there are a few exceptions:

- Client requests release of information
- Court orders a release of information
- Client initiates a malpractice lawsuit
- Client is below 18 years of age, parents have rights to therapeutic information
- A child is abused or neglected
- An elderly person is abused or neglected
- A disabled person is abused or neglected
- Client is a danger to self/others
- An insurance company or managed care company requests a diagnosis and/or relevant clinical information

One additional situation that would necessitate disclosure of information is in the case of involvement of Texas Child Protective Services (CPS) in your case. If they are the legal Managing Conservator of a minor with whom I meet with in sessions, they are legally the parent and are allowed access to the files. If I am meeting with you, and/or you and your spouse or partner, separately from the child for whom they hold conservatorship, they may request files. I would obtain your written consent before releasing records in that circumstance.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I suspect that a child, elderly person, or disabled person is being abused or neglected, I may be required to file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If one of these situations occurs, I will make every effort to fully discuss it with you before taking any action.

In order to protect the confidentiality of all parties involved in the counseling sessions, recording devices of any type may not be used unless all parties have signed a separate consent related to recording session content.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

### **Physical Health**

Psychological disorders and symptoms often have a strong correlation with medical illnesses. At times, some medical conditions require a medical differential diagnosis to determine symptom etiology. If your presenting symptoms are organic in origin, it is critical that you obtain medical treatment. Therefore, if you have not had a physical in the last six months, it is recommended that you do so. In addition, prescription and non-prescription medications may have significant side effects that may be important for us to consider. I expect full disclosure of all medicines and drug and alcohol intake and may request a Release of Information so that I can coordinate therapeutic services with your physician if appropriate. I cannot prescribe medication. If it is possible that medication might alleviate some symptoms for you, I will refer you to a psychiatrist or physician who can fully make a determination if medication should be a part of treatment.

### **Transfer Plan**

In the event that I become incapacitated in some way or unexpectedly die, and am unable to continue providing services for you, I have designated the owners of Rise Counseling to access my files. All owners are licensed to practice counseling in Texas. They can be contacted at 806-300-0898. One of the owners will assist you by continuing therapy services with you if possible or assisting you to access your files and transfer them to another mental health professional of your choice. This will be true whether the situation is temporary or permanent.

Once the owners are informed of my incapacitation or death, one of them will begin contacting my clients. However, if you find yourself unexpectedly unable to contact me, you may contact Rise Counseling to facilitate continued services. Rise Counseling, and its owners, will maintain confidentiality of your file and information just as I would and is bound by the same ethical codes that I am.

**Signature(s)**

If you have questions or concerns about any of these policies and procedures, do bring them to my attention so that we can discuss them.

Your signature below indicates that you have read the information in this document, that you have understood it, and that you agree to abide by its terms as long as you are a client of this practice.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

(If client under age 18 or legally unable to sign)

Counselor Signature \_\_\_\_\_

Date \_\_\_\_\_