12160 N. Abrams Rd. Suite 502
Dallas, TX 75243
469-608-9850 chuckrobertscounseling@gmail.com

### Welcome to Life Restoration SOULutions

# POLICIES AND PROCEDURES INFORMED CONSENT FOR TREATMENT SERVICES

Thank you for choosing Life Restoration SOULutions. I'm glad you are here and I am committed to providing you with quality care. Please read the following information that will explain my office policies and procedures, including the fee agreement, to you. I will be happy to discuss any questions you may have. Please sign and date this form and initial and date each page acknowledging that you have read and fully understood the information and are consenting to begin therapy with me. If you are seeking help for your minor child, please also complete, sign, and date the Consent for Treatment of a Minor Child form. Please read the Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices and sign and date the form acknowledging that you have read and understood the HIPAA policies. Thank you.

Qualifications and Services: I am a Licensed Professional Counselor and supervisor and answerable to the Texas State Board of Examiners of Professional Counselors and my Professional Code of Ethics. It is my desire to see the problem that brought you into counseling resolved to your satisfaction. I also desire that you grow in your ability to experience deep joy and love others in a powerful way. During the first few sessions we will work toward developing an understanding of your needs and a plan for you and/or your family. We will direct our mutual efforts toward your goals. Since therapy involves a commitment of your time, energy, and finances, you should be sure that you are comfortable working with me. If you decide at any time that we are not a good fit or that other services are needed I will provide you with appropriate referrals. For therapy to be successful it calls for an active effort on your part and will require you and/or your family to work on issues and tasks discussed during the session and also at home. The best results in therapy are usually obtained by those who attend sessions regularly. While benefits are to be expected from the therapy process, specific results are not guaranteed and there are inherent risks. Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes may affect significant relationships, your job, and/or your understanding of yourself. Some of these changes cannot be predicted. Together we will work to achieve the best results for you.

Confidentiality: I follow the ethical standards prescribed by state and federal law and my professional governing associations. Discussions between us are confidential and you have the right to a confidential relationship with me. I am required by practice guidelines and standards of care to keep records of your counseling. All of our communication becomes part of your and/or your family's clinical record. These records are confidential pursuant to certain legal and ethical limits and clinical parameters, and the HIPAA Notice of Privacy Practices provided to you. Within these limits the information revealed by you during the course of therapy will be kept confidential. No information will be released without your written consent and authorization unless mandated by law. Possible legal exceptions to confidentiality include, but are not limited to, the following situations:

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- If you reveal information that indicates you are a danger to yourself or someone else necessitating a duty to protect or duty to warn.
- If you reveal information about child abuse, neglect, elder abuse, or sexual exploitation.
- If you are in therapy as the result of a court order, unless otherwise stated in the court order.
- If I receive a subpoena or a court order to disclose information.
- If you provide written permission or direction to release your record.

<u>Duty to Warn/Duty to Protect:</u> If Chuck Roberts believes that I (or my child if my child is the client) am in any physical or emotional danger to myself or another human being, I hereby specifically give consent to Chuck Roberts to contact any person who is in a position to prevent harm to me or another person, including, but not limited to, the person in danger.

By signing this Informed Consent form you are giving consent for me to share confidential information with all persons mandated by law or for whom you have provided written permission and you are releasing me and holding me and my staff harmless for any departure from your right to confidentiality that may result.

If you have any questions or concerns regarding confidentiality please discuss them with me before signing this form.

Minors and Parents: Clients under 18 years of age who are not emancipated from their parents should be aware that the law may allow parents to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction, or dependency, or sexual, physical, or emotional abuse, the law provides that parents may not access their child's records. For all individuals, privacy in psychotherapy is often crucial to successful progress and there can be long-lasting negative effects if a client feels their confidentiality has been breeched. It is my clinical preference, if necessary, to release summaries, with general information about the treatment goals and progress of the child's treatment and his/her attendance at scheduled sessions. If I feel that the child is in danger or is a danger to someone else I will notify the parents and/or appropriate authorities of my concern. It is also part of my practice to work with parents in a consulting role to help them learn ways they can be most helpful to their child at home.

<u>Court Ordered Therapy</u>: If you or your family's therapy has been ordered by a court there are further limitations imposed on your rights as a client. These may include the decision to delineate the number of sessions available to you or require your participation at a specified frequency. Under these circumstances a report of your attendance and your progress in therapy may be required. I do not have control over any aspect of the rules or stipulation made by the court, but will take steps to protect your privacy to the fullest extent possible.

**Appointments:** Services are by appointment only. You are responsible for keeping your appointment and arriving on time. In the event that you cannot keep an appointment it is your responsibility to call the office at least 24 hours in advance to cancel or reschedule. Please help me serve you better by being responsible for keeping your scheduled appointments. The telephone is answered either by me or voice mail so messages may be left 24 hours a day, 7

days a week. Due to my appointment schedule it may be several hours before I can return your call, although I will do my best to return your call as soon as possible. Calls received late in the

Client initials and date	
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day may not be returned until the following day. After-hours or weekend calls and emails are generally not returned until the next day or the following Monday as I do not check voice mail or email after work hours or on the weekend.

<u>Emergencies:</u> If you encounter a personal mental health emergency that requires prompt attention please contact my office and I will make reasonable efforts to respond to your emergency in a timely manner. If it is after hours or on a weekend, or you reach my office voice mail during an emergency situation, please go to the nearest emergency room and ask for assistance regarding a mental health emergency, or call 911. When I am out of town I will provide the name and contact information for an on-call therapist.

We may use unencrypted email as a means of communication on a limited basis, but I will not engage via email or text. Any type of audio/visual recording is prohibited in therapy sessions, without prior discussion and my consent.

If you are seeking treatment as a function of a court order I require a hard copy of the court order. If you are seeking treatment for your child and are divorced, separated, or currently involved in any legal proceedings, you must submit a hard copy of your divorce decree and any additional orders currently in effect that supplement the decree. In so doing, you are documenting that you have the legal right to seek treatment for your child.

<u>Termination of Therapy:</u> Therapy is not mandatory unless you are in treatment as a function of a court order. Unless it is court ordered you may choose to leave therapy at any time, but this decision is best accomplished in consultation with me. You have the right to discuss positive or negative effects of counseling with me. My goal is to provide services to you in a professional and ethical manner. If you are dissatisfied for any reason, please discuss your concerns with me.

Financial Policy: Appointments are 50 minutes long and are billed on a per session basis. Sessions may be scheduled for a longer period of time and in such instances are billed on a prorated basis. If you call to cancel your scheduled appointment at least 24 hours in advance you will not be charged. If you provide less than 24 hours notice there will be a full-fee charge, emergency situations notwithstanding. I will evaluate each circumstance and a determination of the charge will be made at that time. Clients will not be billed for brief, miscellaneous emails or concise phone calls regarding scheduling or other questions. However, I reserve the right to bill for excessive out-of-session communications if it becomes a significant issue. I will discuss this with you at the time should this become necessary. I do bill for any telephone conference with you or other professionals which require formal scheduling on my calendar. Full payment is due at the time of service and I accept cash, checks, credit cards, Zelle, and Venmo. Returned checks will be assessed a \$25.00 administrative fee for each occurrence. I accept some insurances through the Alma platform. If you want to use insurance find my profile and a list of insurances accepted at <a href="https://www.helloalma.com">www.helloalma.com</a> and provide your insurance information.

If you are not the responsible party then the responsible party must provide a retainer or credit card on file.

Fee Structure: Individuals

and Couples \$150.00 per session

Court Appearance/Deposition\* \$180 per hour (minimum 4 hours)

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\*Court/Deposition fees incurred include time for travel, preparation, and actual appearance time, billed at the stated hourly rate, with a 4-hour minimum charge. Payment is due and non-refundable 48 business hours in advance. Any additional time spent on the day of the court/deposition appearance will be billed within 24 hours and is expected to be paid in full within 48 hours of the bill being sent. Out-of-pocket expenses associated with travel shall also be billed to you with the same expectations of payment.

You are responsible for any legal fees that I incur as related to your case or treatment.

I reserve the right to suspend services if there is an unpaid balance in your account.

<u>Incapacity or Death:</u> I understand that, in the event of my death or incapacitation, it will be necessary to assign my case to another therapist and for that therapist to have possession of my treatment records. By my signature on this form I hereby consent to Rick Polachek, LPC to take possession of my records and provide me with copies at my request and/or to deliver those records to another therapist of my choosing.

Consent to Treatment: By signing this Informed Consent as the Client or Guardian of the Client, I acknowledge that I have read, understand, and agree to the terms and conditions contained in this form. I have been given appropriate opportunity to address any questions or request clarification of anything that is unclear to me. I am voluntarily agreeing to receive mental health treatment and services for me (or my child if my child is the client) from Chuck Roberts, MA, LPC-S. I understand that I may stop such treatment of services, not under court order, at any time.

Printed Name(s)		
Signature—Client/Parent	Date	-
Signature—Client/Parent	Date	•
Chuck Roberts, MA, LPC-S	Date	

Client initials and date: \_\_\_\_\_