



**Up Counseling Services**

SUPPORT TO LOOK UP, CHEER UP, STAND UP

## INFORMED CONSENT

**PHILOSOPHY:** Up Counseling Services draws its foundational principles from the Christian faith. We respect your religious views, and our counselors are trained to serve clients through various modalities.

**COUNSELING RELATIONSHIP:** Counseling sessions will last for approximately 45 - 50 minutes for adults and 30 - 45 minutes for minors based on attention span. The counseling contact will be limited to counseling sessions you prearrange with your staff counselor except in cases of crisis.

**EFFECTS OF COUNSELING:** Counseling is a personal exploration and may lead to major changes in your life perspective and decisions. These changes may affect significant relationships, your job, and your understanding of yourself. Some of these life changes could be temporarily distressing. The exact nature of these changes cannot be predicted. We will work to achieve the best possible results for you.

**CLIENT'S RIGHT:** Some clients need only a few counseling sessions to achieve their goals while others require months or sometimes years of counseling. You are in complete control and may end the counseling relationship at any time, though we do ask that you participate in a termination session.

### COUNSELING MINORS:

**Goal:** It is important that your child is able to establish a trusting relationship with the assigned staff counselor; therefore, the assigned staff will only give the parent his or her opinion about their interaction with the minor client when deemed necessary by the assigned counselor.

- **Staff Counselor's Duty to Counselee:** The Counselee is the person whom is receiving counseling, NOT the Parent(s) and/or Legal Guardian. The Staff Counselor has no legal duty or obligation to disclose information obtained during meeting with minors unless State or Federal Laws deem otherwise.

- **Disclosure To Parent(s)/Legal Guardian:** Sometimes during a discussion with a minor, a disclosure may occur which may be necessary to share with the parent/legal guardian (i.e. drugs, pregnancy, etc.), at which time the assigned staff counselor will strongly encourage the minor to make the appropriate disclosure to the parent **OR** with the minor's expressed consent, the assigned staff member will make the disclosure in the presence of the child when appropriate.

**Parent(s)/Guardian's Duties:** Since meetings with minors often concern parental issues, the parent(s) must be willing to address those issues and make appropriate changes based on the recommendations of the counseling staff. **A parent/guardian consultation is required for the first session.**

**FEES:** The fees are \$100 per session for minors; \$120 per session for individuals; and \$150 per session for couples. The fee for each session must be paid at the beginning of each session. Cash or most major credit cards are acceptable forms of payment, but please note that some employee flexible spending debit cards may be declined. Additionally, some insurances are accepted, and may require a copay.



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**CANCELLATION POLICY:** Due to the high volume of clients seeking our services, we require that you attend all scheduled sessions *unless* we are notified **24-hours in advance**. Please note that if for some reason you did not receive an automated email or text message reminder of your appointment, you are still responsible to give 24-hour notice according to the cancellation policy. **If appropriate notice is not given, then you will be charged "in full" for your missed session.**

If there is a custody agreement for a minor client and it is not provided prior to the start of the second session, the appointment will be cancelled and the cancellation fee will be charged.

**ELECTRONIC AND TELEPHONE COMMUNICATIONS:** While Up Counseling Services takes reasonable precautions to ensure privacy and confidentiality, this cannot be guaranteed when using email. Therefore, all client/counselor communications are preferable through secure messaging in the client portal or by telephone.

Please make certain that the phone number you provide is private and that information may be left on your voice mail should contact be needed. Up Counseling Services counselors reserve the right to limit services provided by telephone or secure messaging. Excessive time spent in these methods of communication will be charged at session fee rates.

**SOCIAL MEDIA:** Our counselors do not accept "friend" requests or similar connections with clients, or their family members or friends, on social media. This is to protect your confidentiality and privacy. If you would like to "Like" a counselor's professional Facebook page or "Follow" him/her on Twitter, you may do so at your own risk. **This is not, at any time, a way to contact the counselor for therapy-related discussion, even in an emergency.** If you would like a counselor to review your (or your child's) social media interactions as part of our therapeutic work, please print what you would like reviewed and bring it with you to session. Even if your or your child's social media accounts are public, our counselors will not examine them without your specific consent and direction. Please note that any social media apps you use may seek to connect you with our counselors or with other visitors to this office, through a "people you may know" or similar feature. We have no control over apps that may intrude on the privacy of your treatment in this way. If you would like to minimize the risk of others becoming aware of your connection to our counselors or this office, please make use of the privacy controls available on your phone. Turning off a social media app's ability to know your location, and refusing it access to your email account and the contacts and history in your phone, protect your privacy and confidentiality.

**REFERRALS:** Should you and/or your staff counselor believe that a referral is needed, some alternatives including programs and/or professionals will be provided who may be available to assist you. Note: You will be responsible for contacting and evaluating those referrals and/or alternatives.

**RECORDS:** All of our communications become part of the clinical records. Records are the property of Up Counseling Services. All client records are disposed of seven years after the last date of service, or five years after the client reaches the age of majority, whichever is greater.



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**CONFIDENTIALITY:** All of our communications are confidential with the following limitations and/or exceptions: a) it is determined you are a danger to yourself or someone else; b) you disclose abuse/neglect/exploitations of a child, elderly, or disabled person; c) you disclose inappropriate behavior by another mental health professional or facility; d) a court orders the disclosure of client information; e) you direct the counseling center to release your records to another professional; f) we are otherwise required by law to disclose information. There are additional rare instances where disclosure is allowed or required by law (e.g., National Security investigations). **Disclosures of abuse of a protected class (child, elderly, or disabled person) will be made to the appropriate authorities (i.e., CPS, APS, etc.) as required by law (TX Admin. Code 681.45 and 801.48).**

Additionally, if your staff counselor encounters you in public, she/he will maintain your confidentiality by acknowledging you only if you approach first.

**THREATS, HARASSMENT, AND INTIMIDATION:** If you engage in threats, harassment, and/or intimidation toward a counselor or others in this office, this may be grounds for immediate termination of therapy. You also grant permission for your counselor to share information about any threatening behavior with law enforcement and/or others as is necessary to protect the safety of your counselor and that of others.

**FUTURE LITIGATION:** Since it is important to maintain the confidentiality of the client(s) both now and in the future (including minors), the undersigned agrees not to involve Up Counseling Services in any current or future arbitration, mediation, and/or litigation within the court system.

**COURT APPEARANCES:** Please inform your counselor if you anticipate that your information may be needed for court proceedings. Your counselor may choose to offer community referrals in cases where it becomes apparent that court testimony by a counselor will be required. These cases may include (but are not limited to) child custody, divorce proceedings, criminal cases, et al. Please see the Up Counseling Services Court Policies for additional information.

**COMPLAINTS:** An individual who wishes to file a complaint against a Licensed Professional Counselor may write to: Complaints Management and Investigative Section, P.O. Box 141369 Austin, Texas 78714-1369 OR call 1-800-942-5540 to request the appropriate form or obtain more information.

Texas LPC Board [www.dshs.state.tx.us/counselor/](http://www.dshs.state.tx.us/counselor/)

TX Attorney General [www.texasattorneygeneral.gov/consumer/complain.shtml](http://www.texasattorneygeneral.gov/consumer/complain.shtml)

Dept. of Health & Human Services <http://www.hhs.gov/ocr/office>



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## **INFORMED CONSENT**

By signing this document, you certify and acknowledge that you have fully read and understand this counseling Informed Consent, and you fully agree to the terms and conditions stated within.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date