

PRACTICE POLICIES & INFORMED CONSENT

Print Client Name:_____

This document provides you with important information about your treatment. Please read the entire document carefully, and ask your counselor any questions you might have about its contents. ***Please initial each of the 7 pages and sign page 7*** indicating that you read and understand the policy and informed consent.

Licensing

Jeffrey K Fletcher, M.A., LPC-S, LSOTP-S holds a master's degree in Professional Counseling from Texas State University and a bachelor's degree in Psychology from the University of Texas at Austin and has been treating clients since 2006 in a private practice setting. He is licensed by The Texas Behavioral Health Executive Council, license #62288 and is a Licensed Sex Offender Treatment Provider, license number #99133. His formal education and clinical experience prepare him to counsel individuals including adolescents, and adults, as well as groups, couples, and families. If you have more questions about his training, professional orientation, or experience, you are welcome to ask in session. You may be treated by another professional at Flecther Counseling, Inc. Each counselor is independently licensed (or is supervised by Jeffrey K Fletcher as an associate counselor) and is independently insured, please ask your counselor directly for their educational and licensing background.

Fees and Insurance

Your counselor's rate for a 60-minute intake session is $250 for individuals. Subsequent 50-minute sessions are $125 for individuals. Evaluation fees vary depending on the type of evaluation needed, please consult Mr. Fletcher for details. Group therapy is $40 per weekly meeting. If you need a letter for a doctor or a written report, then your counselor's fee is $125 per hour, and is subject to change due to the complexity of the request.

You may pay with credit, debit, HSA, cash or check. Returned checks will be charged a $35 fee. If you choose to pay with cash or check, a credit card is still required to be on

file. Your counselor will run the card on file for all appointments and fees to be collected on the day of your appointment. Clients will not be able to schedule appointments without a credit card on file. Clients will be required to have all card information updated and corrected by their appointment time. Clients will forfeit their appointment slot in the event that their card fails to process and they do not reply to the clinician within 24 hours to correct their billing information.

You may request a superbill which can be submitted to insurance (except for Medicare) for reimbursement and/or to count toward out-of-network deductibles where applicable. Our office does not accept insurance, nor do we assist in the billing process. Should you have questions on how to complete these submissions, please contact your insurance company.

It is against the rules for you to send a bill to Medicare for the counselor's services or ask the counselor to send the bill to Medicare for you.

Fees are re-evaluated on an annual basis, at minimum, for the business. Should there be a fee increase, you will be given a 30 day notice prior to it taking effect. If your financial circumstances change, please notify your counselor to discuss possible referrals.

Appointments

You are responsible for arriving on time. Arriving late will use up time meant for session. If you have not arrived within the first 15 minutes of the appointment time, then your appointment may be canceled at the discretion of your counselor. You are required to give at least 48 hours notice when you need to cancel an appointment. Cancellations made less than 48 hours before the appointment and/or no shows to the appointment will be charged the full fee.

Three missed appointments or late cancellations may result in termination of services. Please do not hesitate to discuss if the reoccurring time/frequency originally agreed upon no longer works for your schedule. The therapist will try to accommodate you, if possible. If over 60 days have elapsed with no appointments, then this may result in termination of services.

If you have a fever, body aches, or chills in the last 48 hours, we can cancel, reschedule, or move to a virtual session. Do not come into the office, waiting room, or walk-and-talk location if you are sick. This policy is to keep you, your community, and your counselor healthy.

Initial_____

When there is bad weather or you are unable to physically attend your session, your counselor may be able to offer virtual sessions. Should the weather cause power outages, internet connectivity issues, or difficulty with cell phone towers, your counselor will attempt to reach out to make other arrangements. If you or your counselor are unable to make contact, then the client will not be charged for a missed session.

Counseling Services

Counseling is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to create change. As a client in counseling, you have certain rights and responsibilities that are important to know about. There are also legal limitations to those rights that you should be aware of. Your counselor his corresponding responsibilities to you.

Research shows that therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, there are no guarantees about what will happen. The success of our work depends on the quality of effort on both of our parts. To be most successful, you will have to work on things that we discuss outside of sessions. Specific goals and methods are to be agreed upon in consultation with your counselor.

The primary treatment method is Cognitive Behavioral Therapy, but other theories and techniques may be employed with your consent such as EMDR. You will discuss with your counselor which method(s) is/are appropriate for you.

For adolescent counseling, consistent and meaningful involvement of parents/caregivers in the therapeutic process is required. As a parent/caregiver, you will be asked not only to attend regular consultations, but also encouraged to say and do things differently with your child. A child's behavior is often a symptom of the family system, therefore you will be encouraged to take responsibility for changing your patterns of thoughts, feelings, behaviors, and communication that may be contributing to your child's situation.

At any time, you may initiate with your counselor a discussion of possible positive or negative effects of entering or not entering, continuing, or discontinuing counseling. Your counselor expects you to benefit from counseling. However, your counselor cannot guarantee any specific results. Counseling is a personal exploration that 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. You may

initially feel troubled, usually only temporarily, by some of the things you learn about yourself or some of the changes you make.

Your counselor is a consultant and resource professional. His/her suggestions may be freely accepted or rejected by you. Therefore, decisions made during and after counseling are your responsibility.

Your therapist recognizes that the services she/he offers are not always appropriate or sufficient to fully meet the issues clients present. For this reason, you and/or your counselor may believe that a referral is needed. In that case, your counselor will provide some alternatives including programs and/or people who may be available to assist you. A verbal exploration of alternatives to counseling will also be made available upon request. You will be responsible for contacting and evaluating those referrals and/or alternatives.

Some clients achieve their goals in only a few counseling sessions, whereas others may require months or even years of counseling. It should be expected that the more traumatic events one has had in life, the more time it takes to heal. It is typical to meet once a week in the beginning of counseling and then less frequently as progress is attained. When progress seems stable and you are comfortable with that progress, we can discuss maintenance and/or ending your treatment. You are in control of the counseling relationship and may choose at any time to end our therapeutic relationship.

If at any time you are not satisfied with your treatment, please discuss this with your counselor in session. If you have a complaint you would like to report, your counselor is licensed under Texas Behavioral Health Executive Council located at:

George H.W. Bush State Office Building

1801 Congress Ave., Ste. 7.300

Austin, Texas 78701

(512) 305-7700.

Complaints may be filed at https://www.bhec.texas.gov/discipline-and-complaints/ or 1-800-821-3205.

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves

professional misconduct, the Executive Council will provide you with information about how to file a complaint.

Communication

Your counselor IS NOT a 24-hour crisis counseling resource. Should you experience an emergency necessitating immediate mental health attention, you will immediately call 911 or go to an emergency room for assistance. **A 24-hour Crisis Line is also available to call or text at 988.**

Your counselor is often not immediately available by phone or email but will make a reasonable effort to return calls or emails within two business days (Monday-Friday).

Our paths may cross in public situations. Since our therapeutic relationship comes first, along with protection of your confidentiality, your counselor will not initiate conversation. Your counselor does not accept friend or contact requests from current or former clients on any social networking sites.

Virtual Therapy

Your counselor may conduct virtual therapy sessions through an internet connection or via telephone, when appropriate. As you will not be present in the office during your session, please be aware of your own confidential space where you chose to connect with your counselor. Your counselor cannot control the quality of the connection. It may be choppy or delayed, in which case, you and your counselor can discuss whether to continue the session by phone. A hard-wired internet connection will provide the best picture and voice quality. If you are using a hot spot instead of WIFI to connect to the session, please be aware of increased data usage.

Your counselor will be working with you remotely and won't be able to provide services to you in an emergency; you are encouraged to note the contact information of helpful resources and emergency services provided in this informed consent.

Record Keeping

All communication becomes part of the clinical record. Records are the property of Fletcher Counseling, Inc and persons acting for or through them. Client records are disposed of 7 years from the date of termination of services with the client, or 5 years after the client reaches the age of majority, whichever is greater. Sex offender files are maintained for at least 10 years from the last date of service.

Initial_____

It is required by law that I appoint a records custodian and covering therapist in the event I were to become incapacitated, die, or cease to practice counseling. If any of these events were to occur, all records would belong to my records custodian and covering therapists including Liles Arnold, LPC, Tamara Ljubisic, LPC, Gracie Rodriguez, LPC, and/or Cari McCrary, LPC. Each therapist is bound by the same professional standards, ethics, and privacy practices as myself.

Data collected from your counseling sessions may be used for evaluation or research purposes, but your identity will remain anonymous. Your records are maintained in a web-based system. This means your records are stored online in a secure, encrypted, HIPAA compliant system, backed up to ensure records are not lost due to technical problems. As with any method of record keeping, every foreseeable precaution has been taken to protect privacy, but there are no guarantees.

If you (or someone else) would like a copy of your records, please make this request to your counselor. Your counselor may choose to provide a treatment summary, if that is most appropriate in the situation. If you want to have your records printed by the counselor, the fee is $25 for the first twenty pages and $.50 per page for every copy thereafter.

Facility

Please refrain from wearing perfume or cologne when attending in-office sessions as other people attending sessions with chemical sensitivities might experience adverse reactions.

Fletcher Counseling, Inc sessions are drug and alcohol-free environments. If there are concerns that you are intoxicated, your Emergency Contact will be informed and asked to transport you. If you choose to leave the premises and there is a concern that you are intoxicated, the local police will be notified.

Fletcher Counseling, Inc is a smoke and vape free environment. You will not smoke or vape while in the office.

Court Fees

Your counselor is trained in expert testimony for <u>criminal sexual offense cases only</u>. By signing this document, you agree that you will NOT involve the counselor in civil court proceedings.

Please be advised that should the counselor be court ordered to appear in court, at a deposition, or any other court-related process, the fee stipulation is as follows:

Initial_____

A retainer fee of $5,000

$500 per hour for preparation, phone calls, travel, and witness time, etc.

Please be advised that should the counselor be ordered by court to write a letter to the court, the time shall be billed at $250 per hour.

The counselor will NOT be ON-CALL at any time. Should a case be tried, or continued, the counselor will be paid in full for each day as well as an additional $5,000 per day as it hinders the counselor's ability to be available to their other clients.

If I am subpoenaed, it will be directly turned over to my attorney, and a bill will be rendered for immediate retainer fee payment. It is important to note that legal fees are not billable to insurance companies and will be charged to the patient directly.

Confidentiality

While most of our communication is confidential, there are circumstances when disclosure can occur without your prior consent. The following are typical but not exhaustive examples of situations and circumstances under which information may be disclosed without prior consent:

• You are a danger to yourself or someone else.

• In situations of suspected or reported child or elder abuse, it is the duty of the mental health provider to notify medical, legal, or other authorities.

• You disclose sexual contact with another mental health professional.

• If you are involved in legal action/proceedings, your records may be subject to subpoena or lawful directive from a court.

• If a judge orders Fletcher Counseling or persons acting for or through them to disclose information.

• Fee disputes between Fletcher Counseling and yourself.

• Treatment consultations with other mental health professionals when deemed necessary by your counselor.

• Fletcher Counseling and persons acting for or through them are otherwise required by

law to disclose information.

Duty to Warn/Emergency Contact

In the event that your counselor reasonably believes that you are a danger, physically or emotionally, to yourself or another person, by signing this information and consent form below, you specifically consent for your counselor to warn the person in danger and to contact any person in a position to prevent harm to yourself or another person, in addition to medical and law enforcement personnel, and the Emergency Contact listed on the Intake Questionnaire.

This authorization shall expire upon the termination of therapy with your counselor. You have the right to revoke this authorization in writing at any time to the extent your counselor has not taken action in reliance on this authorization. You acknowledge that the treatment provided by your counselor was conditioned on you providing this authorization.

Consent to Treatment

You, voluntarily, agree to receive Mental Health &/or Substance Abuse assessment, care, treatment, services, and authorize the counselor to provide such care, treatment, or services as are considered necessary and advisable. You understand and agree that you will participate in the planning of your care (or your child's care), treatment, or services and that you may stop such care, treatment, or services that you receive (or your child receives) through the counselor at any time.

If the client is a minor and named in a divorce decree or custody document, Texas laws require you to furnish a photocopy of the divorce decree or custody document to your counselor, in its entirety, providing your conservatorship/guardianship and rights to consent to treatment. Your counselor will be unable to meet with the minor client until this document is received. With your signature below you affirm you are the legal guardian (managing conservator) of the client and you grant permission for this minor to participate in therapy.

Specialized Case Load

Fletcher Counseling, Inc provides forensic services for the county, state, and federal government. If you are seeking services related to sex offender probation (pretrial or postconviction), federal probation (pretrial of postconviction), or any other probation or pretrial service, please be advised that your confidentiality is limited. Violations of condition of bond, pretrial violations, and postconviction violations must be reported to

your governing agency. Please seek clarification from your counselor on the limits to confidentiality to your particular case.

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Printed Client Name

_____ _____

Client Signature **Date**

Initial_____