

# Brooks B. Roll, LCSW

2330 Timber Shadows Drive, Suite 106, Kingwood, TX 77339, (281) 812-7529 (phone) (281) 812-3777 (fax)

## Informed Consent and Practice Policies

Thank you for choosing to enter into a counseling relationship with me. I am honored to work with you in helping you make positive changes in your life. I am a Licensed Clinical Social Worker (LCSW) licensed by the state of Texas. As such, I am able to provide counseling and psychotherapy services to individuals, families and couples. I work with people with a variety of concerns and issues and am a sole practitioner. Please read through this disclosure statement carefully and ask me about anything you don't understand.

**Counseling Process and Relationship** – I believe that counseling is a collaborative process between a client and a counselor. Participation in counseling involves listening to the counselor, being honest, discussing concerns about the process and completing outside assignments when appropriate. Effective counseling requires that the client and the counselor develop a relationship based on mutual trust and respect. I believe that each client is an individual with unique concerns, strengths and values. Please know that I am a professional that is committed to your welfare.

It is important to understand that we have a professional relationship. Contacts, other than chance meetings will be limited to scheduled appointments. If I see you in a public setting, in an effort to protect your confidentiality, I will not acknowledge you. I will wait for you to speak to me before I acknowledge you.

At the first session we will discuss your presenting concern, your history and will discuss the goals you want to accomplish. If I am meeting with a minor, I will ask to first meet with the parent or guardian to discuss the above-mentioned items and the unique issues of confidentiality with a minor. Initially, counseling often results in the client experiencing uncomfortable feelings or thoughts. Sometimes things get harder before they get better. This experience may affect the client's relationship with family members, spouse, or other significant relationships.

The number of sessions a client will need depends upon the circumstances that are taking place in each person's life. Each person's journey is unique. Some clients may require only a few sessions in order to reach their goals while others may take several months or possibly even longer. You, the client, are in complete control. You may choose to end our professional relationship at any time. When you are ready to terminate therapy, please allow at least one session so we can have closure. If you find that my particular style of therapy does not meet your needs, please feel free to ask for referrals to other therapists.

**Couples Counseling** – I will have completed level 3 Practicum Training in Gottman Method™ Couples Therapy and Gottman M will be using in my Therapy work by Nov 1 2016. The Gottman Method™ is based on years of scientific research by Dr. John Gottman. If you come in for couples counseling, our work together will include helping you to learn skills that will deepen the friendship and intimacy in your relationship, help you productively manage conflict so you can compromise regarding resolvable problems and dialogue about perpetual issues.

My process for working with couples includes an assessment phase that has three parts. At the first session we will discuss your areas of concern, the history of your relationship and your goals for treatment. Each person will fill out a confidential online assessment that will help me to further understand your relationship. The assessment was created by the Gottman Institute and there is a small cost for taking and scoring the assessment which is not covered by insurance. I will then meet with each of you individually to learn your personal histories and discuss your individual perspectives and feelings. Based on the initial session, the online assessment and your individual sessions, in our third session, I will present you with some recommendations for treatment and we will define some mutually agreed upon goals. Please understand that if you choose to use your insurance you will need to verify that you both have individual and couples or family benefits.

**Basic Fees** - My fee is \$125 for a 45-55 minute session (the initial session is \$150). Payment by cash, check or major credit card is due at the time of your session. Other fees apply for various services, such as dialogue about perpetual copying records, written reports and assessments. Failure to keep your account current may result in legal action or collection agency intervention. **Initial** \_\_\_\_\_

**Forensic Rates** - Infrequently, you or another person may seek to compel me to testify in court. My fee for such testimony is \$500.00 per any portion of an hour for court testimony or deposition. Waiting time and local travel time will be charged at \$125.00 per any portion of an hour. In the event that less than 24-hour notice is given for a change in the court schedule, a fee of \$750 will be incurred. For out-of-area court appearance, all transportation and lodging expenses must be paid in advance. Records review, consultation with clients, litigants, attorneys (in person or via phone), reports, or any other service provided plus time spent adjusting schedule or any business disruption will be charged at the rate of \$125.00 per hour or prorated accordingly. **Initial** \_\_\_\_\_

**Cancellation and Missed Appointments** - Since scheduling an appointment involves reserving a time specifically for you, a **24-hour advance notice** is required for cancellations (except in the case of an emergency). If you cancel less than 24 hours before your

appointment, you will be considered a NO SHOW for that visit and you will be charged the FULL FEE for that session. *Once you have two NO SHOW appointments, you will be required to secure any subsequent appointments with a credit card. Subsequent NO SHOW appointments will be charged the FULL FEE for the missed session.* **Initial** \_\_\_\_\_

**Insurance** – If you are requesting that I bill your insurance, please fill out the Insurance Authorization and Release completely. If I am “in network” with your insurance company, my fee is reduced based on my contracted rate with your insurance company. You will be responsible for paying your copay at the time of service. It is important and your responsibility that you contact your insurance company to find out whether your benefits allow for individual, couple or family counseling and what the limits of your benefits are since ultimately you are responsible for payment of your therapy costs. **You are responsible for all fees not covered or reimbursed by your insurance benefits**, including but not limited to, deductibles, co-payments, missed appointments, late cancellations, correspondence/reports, assessments or services not approved by your plan. If I am not a provider for your insurance plan, you may have out-of-network benefits. If you have such benefits, I can provide you with a receipt that you may submit to your insurance so that you can request reimbursement. Please be aware that I utilize the service of a billing agent to file claims with insurance companies. Some individuals choose not to use their insurance for various reasons. Please understand that if you choose not to use your insurance, I will not go back and bill previous sessions if you change your mind. **Initial** \_\_\_\_\_

**Telephone Accessibility** – I make every effort to respond to my messages promptly. Calls are returned during normal business hours. Because technical difficulties do sometimes occur, please call again if you do not receive a return phone call by the end of the next business day.

**Emergency Care** - If you are experiencing an emergency and need to talk to someone immediately, call 911, a crisis line or go to the nearest emergency room. Please be aware that when I am out of town there is no on-call back up for my practice.

**Electronic Communication** - Please be aware that email and texting are not secure means for communicating information. Thus, confidentiality cannot be guaranteed through these means and it is best that you limit their use to scheduling issues. If you do send an email or text with other information, I will read it but will most likely wait until your scheduled appointment to respond to the content. If you initiate communication via email or text, it will indicate your permission to communicate via these methods and you will assume the risk. If you pay via credit card, please be advised that an electronic receipt may be sent to your phone or email and that receipt is also not considered secure. In some situations conducting therapy sessions telephonically or via Skype may be appropriate. If we engage in telephonic or Skype therapy then you are responsible for securing your own environment to ensure confidentiality. Additionally, if we engage in telephonic or Skype therapy we both mutually agree to not record session content. **Initial** \_\_\_\_\_

**Social Networking/Media** – If you choose to participate in the various forms of social networking/media offered by Couples Counseling and Psychotherapy Associates (i.e. Facebook, LinkedIn, Twitter, or blog), please understand that your name and/or picture may be visible to others and therefore your identity cannot be protected in these situations. Colleagues, friends and others also participate in these communication tools and distinctions are not made about who is a client and who is not. Choosing to participate is voluntary. These tools will be used by Couples Counseling and Psychotherapy Associates to disseminate general messages and will not address individual client concerns. We reserve the right to remove any follower’s comments or block any individual from participating.

**Consultation** - In order to serve you best, I may desire to consult with colleagues or an expert in a particular area relevant to your psychotherapy. I do that without identifying information so that your privacy is protected.

**Privacy Rights** - Professional ethics and legal standards require that our conversations and my records (even the fact that you are a client) be kept confidential. However, under the following circumstances, I am legally and ethically obligated to breach confidentiality: (a) If you present a serious imminent danger to yourself or others (b) in cases of apparent abuse or neglect of a child, an elderly person, or a disabled person (c) when required by legal proceedings (d) in the event of my death or incapacitation a designated individual will be responsible for my records and/or contact as necessary.

My records are stored electronically on an encrypted, password protected laptop. Texts, emails and voicemails may be stored on a password protected smart phone. In the event that this laptop or phone is lost or stolen, I will take measures to wipe out the data. I also have an encrypted external back up system. At such time that the laptop or phone is no longer in use, it will be wiped/sanitized.

In addition, when clients enter couples or family counseling, their rights to confidentiality within the therapy is waived. It is not therapeutically advisable for the therapist and one partner or family member to hold confidential information from the other partner or family members. This doesn’t mean that things are automatically shared but clients will be strongly encouraged to share pertinent information. A culture of secrecy disrupts the effectiveness of couples and family therapy. Thus, if you participate in couples or family therapy, you will be voluntarily waiving the right to confidentiality with your partner or family member who is also participating in therapy. Do not tell me anything you wish to keep a secret from them as I reserve the right at my discretion to share information I deem helpful to therapy.

If it is your child who is participating in psychotherapy, please understand that the specific content of the session will remain confidential. General reports of your child's progress will be made to you and any information regarding danger to your child will be reported to you immediately.

Finally, if I want to consult with someone about the specifics of your case in order to better coordinate services (i.e. a doctor), I will request that you sign a release of information. Please understand that in couples or family therapy, records are comingled and can only be released when privilege has been waived by all members of the therapy. Sometimes there are legal proceedings that may require clients to consult with an attorney about their rights regarding privilege and confidentiality. Please review the *Policies and Practices to Protect the Privacy of Your Health Information* for a more extensive explanation of your privacy rights. **Initials** \_\_\_\_\_

**Complaints** – If you have concerns or complaints regarding your treatment, please talk with me first. If there is no resolution there, you may contact : Texas State Board of Social Work Examiners PO Box 141369 Austin, TX 78714-1369 (800) 232-3162 (512) 719-3521.

By signing these polices, I

- (1) acknowledge receipt and/or access to the *Policies and Practices to Protect the Privacy of Your Health Information*,
- (2) understand that the persons conducting business at 2330 Timber Shadows Drive, Suite 106 are all solo practitioners and any legal action taken against one of the persons may not include the others.
- (3) understand and agree to the stated practice polices as listed above
- (4) give full consent for myself or my minor child, \_\_\_\_\_, to participate in psychotherapy. I certify that I have the legal right to seek and authorize treatment for myself or my minor child.

\_\_\_\_\_  
Client Signature (or parent/guardian if client is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Client Signature (or parent/guardian if client is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name