

Ruben Gomez, MA, LPC, CART

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WELCOME TO MY OFFICE

POLICIES AND PROCEDURES CLIENT CONSENT FOR TREATMENT SERVICES

I am glad that you are here, and I am committed to providing you with quality care. Please take a few minutes to read the following information that will explain my office policies and procedures to you. If you have any questions, please ask and I will be happy to clarify any of the information in this form. Please sign and date this form 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 additionally 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 then sign and date the form acknowledging that you have read and understood the HIPAA policies. Finally, please read and sign the attached waiver that details potential risks to your confidentiality. Thank you.

Qualifications and Services: Your therapist is Ruben Gomez, a licensed professional counselor and answerable to the Texas State Board of Examiners of Professional Counselors and her Professional Code of Ethics. During the first few sessions, we will be working toward developing an understanding of your needs and a plan for you and/or your family. We will direct our mutual efforts toward agreed upon goals determined on an individual basis. 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. 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 organizations. 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 or therapy. All of our communication becomes part of yours 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:

- 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.

Duty to Warn/Duty to Protect: If Mr. Gomez 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 Mr. Gomez to contact any person who is in a position to prevent harm to me or another, including, but not limited to, the person in danger.

By signing this Information and 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 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 breached. 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 type of role, to help them learn ways they can be most helpful to their child at home.

Court Ordered Therapy: 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 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 the office manager or voice mail, so messages can 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. Calls received late in the 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 either voicemail or email after work hours.

or on the weekend. Emergency weekend calls and emails are billed at a higher rate, per the 2016 Advisement form.

Emergencies: You may encounter a personal emergency that may require 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 the 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 utilize unencrypted email as a means of communication on a limited basis, but I will not engage in therapy over the Internet. 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.

Termination of Therapy: 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: All appointments are generally 45-50 minutes 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 such circumstance and a determination as to 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 that becomes a significant issue and will discuss it 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, MasterCard, and Visa. Returned checks will be assessed a \$25.00 administrative fee for each occurrence. I do not accept third party insurance reimbursement and your insurance company would consider me an out-of-network provider. If you are not the responsible party, then the responsible party must provide a retainer or credit card on file.

Fee Structure:	General Therapy/Counseling:	\$125 per session
	Divorce/Court-related Therapy/Counseling*:	\$175 per session
	Court Appearance/Deposition**	\$1,000 (min. 4 hours)
		\$2,000 (over 4 hours)
	Parent Facilitation/Coordination	\$200 per session

*Individual (adult or child), Couple, or Family counseling that is either ordered by a court, as a result of an agreed court order, mediated settlement agreement, or Rule 11 agreement, or is in regard to, or

related to a divorce, court case, or legal matter. Will also apply if referred by a Parenting Facilitator or Parenting Coordinator.

****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.

Incapacity or Death: 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 Jenny Gomez, 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.

Please be aware that I share office space at St. Andrew United Methodist Church with Jenny Gomez, LPC-S and David Ashburner, LPC. Mrs. Gomez and I are in practice together and are not in any type of business relationship with Mr. Ashburner or St. Andrew United Methodist Church.

Consent to Treatment: By signing this Client Information and Consent Form 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 for 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 Ruben Gomez, MA, LPC, CART. I understand that I may stop such treatment or services, not under court order, at any time,

Printed Name(s)

Signature—Client/Parent

Date

Signature—Client/Parent

Date

Ruben Gomez, MA, LPC, CART

Date