



## ***Counseling Information, Professional Disclosure and Informed Consent***

Welcome to SoulCare Counseling. We want you to know how honored we are that you have chosen SoulCare Counseling for your counseling needs. We want to provide you with the kind of care that will facilitate your healing and bring you into a right relationship with God, others, and yourself.

This document contains important information about SoulCare's professional services and business policies. Please read it carefully and jot down any questions you may have so that those questions may be discussed at your first counseling session. When you sign this document, it will represent an agreement between you and SoulCare Counseling.

### **► Outpatient Counseling Services**

Psychotherapy is not easily described in general statements. It varies depending upon the personalities of the counselor and the client and the particular problems for which you are seeking help. There are many different methods that may be used to deal with the problems you want to solve so it is useful to remember that psychotherapy is not like a visit to your medical doctor. Instead, it calls for a very active effort on your part. During the course of evaluation, you and your therapist will determine which problems/issues you want to work on and what method of treatment will best fit with who you are and what you want to accomplish in therapy. Therefore, in order for therapy to be the most effective, you will have to work on the problems/issues talked about not only during therapy sessions but also at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has been shown to have benefits for people. Therapy often leads to better relationships, to insight and proactive solutions to disturbing problems, and to significant reductions in feelings of distress. But there are no guarantees of what you will experience. Remember, in order for you to be helped the most by therapy, you must be willing to commit yourself to the work of therapy.

### **► Free 30 Minute Consultation and First Appointment**

Research has demonstrated that one of the most important factors for successful outcomes in therapy is the relationship between the client and the therapist. In order to enhance the likelihood of a strong therapeutic relationship between you and your therapist, all SoulCare therapists offer a free 30 minute consultation. This first meeting between you and your therapist is designed so that you can determine if you and the therapist will be able to work together to help you meet your counseling goals. This 30 minute consult is NOT a counseling session, but is an opportunity for you to learn what you can expect from therapy and how your counselor conducts therapy sessions. You are encouraged to ask questions during this time so that you feel comfortable choosing your counselor.

At the end of this consultation, you will be given an opportunity to schedule your first counseling session. If you choose to go forward with counseling, the initial intake appointment will be scheduled and you will be asked to pay for half of the initial intake session at that time. The other half of the payment will be made when you come for the initial intake session. You will be given a packet of documents to take with you. Complete the documents and bring them with you to your first appointment. Credit card information is required to schedule future appointments.



### ► Cancellation and No Show Policy

Your progress in therapy depends upon you keeping your scheduled sessions. However, if you need to cancel your appointment ***you must provide at least 24 hours advance notice in case of cancellation to avoid losing your advanced payment.*** If an appointment is canceled and not rescheduled, it is your responsibility to schedule the next appointment time. **If you fail to cancel and do not show for your scheduled appointment, the amount you paid in advance for the missed session will be used to pay for the missed session.** No refunds are given. When you reschedule, payment for the upcoming session must be made at that time. In the event of an unavoidable miss, it is possible to apply your advanced payment to the next scheduled appointment. You can discuss this with your therapist. It is your responsibility to reschedule your next appointment. Due to the limited availability of therapy rooms and the increasing number of counselors on staff needing to use these rooms, this policy will be strictly adhered to. Understand that these policies are in place and are strictly held to for your benefit and for the benefit of others needing counseling services of SoulCare. The mental and emotional well-being of every client is very important and these policies are in place in order for all clients to receive the help needed to cope with the difficult issues of life.

### ► Professional Fees

An initial 30 minute consultation is required before any regular appointments may be scheduled. This 30 minute consult is free. **The following fees are applicable to Dr. Bernis Riley only.**

The first session for all types of therapy is **75 minutes.**

Intake session for individual therapy with Dr. Bernis Riley: **\$175.00**

Intake session for couples and family therapy with Bernis Riley: **\$200.00**

The following fees are for **50 minute** sessions:

Individual therapy with Dr. Bernis Riley: **\$125.00**

Couples therapy with Dr. Bernis Riley: **\$150.00**

Family therapy with Dr. Bernis Riley, immediate family only, maximum of 4 members: **\$150.00**

When family therapy involves more than 4 members, the fee will be negotiated according to the number of family members attending and the length of time required for each session.

Extended family therapy: **amount is determined by number of family and time required**

Extended family therapy is therapy that involves members of the extended family such as clients' parents or siblings. The fee will be negotiated according to number of family members attending and the length of time required for each session.

Group therapy (when available): **\$50.00** per individual, 90 minutes

There may be occasions when you need services other than a therapy session at the office. Those services include, but are not limited to, disability report writing, crisis intervention via telephone, attendance at other meetings with other professionals you have authorized, and the preparation of records or treatment summaries as requested by you or by other healthcare providers. Should you require any of these professional services beyond the regularly scheduled weekly appointments, there is a charge of **\$100** per hour for those services. Copies of your counseling records may be obtained for a fee of **\$1.25 per page.** However, none of these services will be done without an authorized release of information on file.



### ► Fees for legal proceedings

An authorized release of information is also necessary should you become involved in any legal proceedings that require your therapist's participation. If this does occur, you will be expected to pay for the professional time even if called to testify by another party.

Going to court is expensive in both time and money, therefore clients are strongly discouraged from having their therapist subpoenaed. Remember, your therapist's testimony will be to the facts of the case and his/her professional opinion and may or may not be in your favor. However, should you choose to have your attorney subpoena your therapist, on the day your therapist receives the subpoena, your account will be charged a non-refundable **\$1500** retainer fee. This fee is non-refundable even if the case does not go to court.

If the case does go to court, the following fees apply and must be paid in full by the end of the court day. If they are not paid by the end of the court day, all fees are doubled.

1. Preparation time (including submission of records): \$225/hr (no less than one hour)
2. Phone calls or emails with your attorney, the attorney's office personnel, or the court: \$225/hr (one hour will be charged for each contact regardless of time actually spent)
3. Depositions: \$250/hr (no less than one hour)
4. Time required to give testimony (this includes wait time prior to the hearing and will be charged whether testimony is given or not): \$350/hr (minimum charge of one hour)
5. Mileage: \$.50/mile (travel to and from will be charged)
6. Any expenses such as parking, meals, or snacks/drinks
7. All attorney fees and costs incurred by the therapist as a result of the legal action.
8. Time away from office due to depositions/testimony: \$225/hr (no less than one hour)
9. Time away from other employment that the therapist must take time off for: \$225/hr
10. Filing a document with the court: \$100

If a subpoena or notice to meet with an attorney(s) is received without a 48-hour notice, there will be an additional \$250 "express" charge. If the case is reset with less than 2 business days' notice, you will be charged an additional \$500 which is non-refundable.

Finally, all fees are doubled if the counselor had scheduled plans to go out of town.

### ► Billing and Payments

Regularly scheduled therapy sessions are necessary in order to assist you in accomplishing your therapy goals. In order to assist you in attending therapy regularly, it is the policy of SoulCare to require payment for the next scheduled session in advance. Payment procedure is as follows: at the end of the free 30 minute consultation, payment for the first session will be made. Then at the end of the first session, the second session will be paid for; at the end of the second session, the third session is paid for, etc.... Sessions will not be scheduled unless payment has been made prior to the scheduled session. In circumstances of extreme financial hardship, it may be possible to negotiate a fee adjustment or a payment plan or to arrange for a limited number of pro bono sessions.

Forms of payment accepted are: cash, check, MasterCard, Visa, Discover, and American Express, HSA and FLEX accounts. If a check received does not have the funds to cover it, there will be a fee of \$45.00 to cover the bank's returned check charges. SoulCare **does not** file insurance for you. However, SoulCare will provide the information you need in order for you to file the necessary paperwork to receive any benefits to which you may be entitled from your healthcare insurance company. If you decide to file for out-of-network provider benefits with your insurance company, you need to be aware of some important things:



1. Your insurance company will require that a mental health diagnosis be given to you.
2. Confidential information may be disclosed to the insurance company.
3. Depending upon your plan, your insurance company may cover all, part, or none of the professional fee. It is best to check with your insurance to understand coverage.

### ► **Contacting Your Therapist**

Your therapist is not always immediately available by phone. If you need to contact your therapist immediately, call Dr. Bernis Riley at 817-808-2606 and leave a message. Your therapist will make every effort to return your call on the same day you made it, however understand that may not always be possible. In an emergency, you should call your primary care physician, your psychiatrist, or 911. You may also contact your therapist by email at [bernis@soulcarecounselingdfw.com](mailto:bernis@soulcarecounselingdfw.com) or through SoulCare's website: [www.soulcarecounselingdfw.com](http://www.soulcarecounselingdfw.com) Should your therapist be unavailable for an extended amount of time, for example, being on vacation, you will be provided with the name of a colleague to contact.

### ► **Professional Records**

The laws and standards of the counseling profession require that counselors keep treatment records. The clinical record that is maintained on you is the property of SoulCare Counseling. In the event of the termination, incapacity or death of your therapist, your records will continue to be held by SoulCare Counseling for 5 years after your last dated counseling session; if a minor, five years after the 18<sup>th</sup> birthday. In the event of the termination of this practice, Remark Enterprises will take custody of your records. You are entitled to receive a copy of the records unless your therapist believes that seeing them would be physically, mentally, or emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For that reason, you have the right to ask your therapist to review your records with you or with another mental health professional of your choice. Should you require copies of your records for legal proceedings or upon termination of counseling, you may obtain copies of your counseling records for a fee of **\$1.25 per page**.

### ► **Concerning Minors**

In order for clients under the age of 18 to be counseled apart from their family, a special consent form must be signed by the parent(s) before any counseling of a minor may begin. If the parents of the minor are separated or divorced and have shared custody, both parents must sign the consent form and a copy of the custody agreement must be on file.

If you are under 18 years of age, please be aware that the law may provide your parents the right to know about the content of those private counseling sessions. If you are under age 18, it is the policy of this practice to request that your parent(s) agree to occasional private sessions and will give up access to your records. If they agree, they will be provided with only general information about your therapy progress. However, if there is reason to believe that you might seriously harm yourself or others, your parents will be notified of that concern.



### ► **Confidentiality and Release of Confidential Information**

In general, the law protects the privacy of all communications between a client and a therapist and information about your therapy can only be released with your written permission. However, there are a few exceptions:

- if you are likely to harm yourself
- if you are likely to harm others
- if you are a minor and are being physically or sexually abused or neglected
- if you report the abuse of a child or an elderly person in a therapy session

You also need to know that your therapist may find it helpful upon occasion to consult with other mental health professionals about your case. During these consultations, every effort is made to keep the identity of the client from being revealed. The consultant is also legally bound to keep the information shared confidential. Your signature on this informed consent means that you understand and give consent for your therapist to consult with other mental health professionals regarding your case.

Your therapist may find it helpful to receive or exchange information with your primary care physician or other health and mental health professionals outside this practice who are currently treating you. Should this be necessary, you will be asked to sign an authorized release of information prior to the release of any information. A record of any disclosures will be kept in your clinical record. Please be sure to sign the non-release of information statement on the next page to indicate that you understand this requirement.

### ► **Dissatisfaction with counseling services**

You should know that you are in control of the counseling relationship and may at any time choose to end the therapeutic relationship. Also, should you at any time feel dissatisfied with the services you receive at SoulCare Counseling, you are free to voice your concerns with your SoulCare therapist. If you feel that your therapist has not been able to resolve the issue, you may contact the clinical supervisor or the executive director of SoulCare for resolution at:

SoulCare Counseling

Attention: clinical supervisor or executive director

405 Harwood

Bedford, Texas 76021

If you believe that at any time your rights as a client have been violated, you may file a formal complaint through contact with the Texas Board of Examiners of Licensed Professional Counselors at:

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 to obtain more information.



## ► Summary

While this written contract should provide helpful information to you about the services, policies, and procedures of SoulCare Counseling, it is important that you discuss any questions or concerns you may have regarding any of the content in this contract with your therapist, Dr. Bernis Riley, during your next session. Your therapist will be happy to discuss these questions or concerns with you, but if you need specific legal advice, it is in your best interest to contact your attorney. Please note that these policies and fees are subject to change without notice.

### **HIPAA Notice of Privacy Practices of SoulCare Counseling**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. This notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment, or health care operations (TPO) and for other purpose that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information that may identify you and that is related to your past, present or future physical or mental health or condition and related health care services.

### **Uses and Disclosures of Protected Health Information**

Your PHI may be used and disclosed by your therapist and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the therapist's practice as necessary, and any other use required by law.

Treatment: We will use and disclose your PHI as necessary to provide, coordinate, or manage your health care and any related services. This includes the coordination of management of your health care with a third party. For example, we would disclose your PHI as necessary to a physician to whom you have referred to insure that the physician has the necessary information to diagnose or treat you.

Payment: Your PHI will be used, as needed, to obtain payment for your health care services. For example, if your payment is returned for insufficient funds, and is not paid when due, then your information may be turned over to a bill collection agency to recover the unpaid receipt for services.

Healthcare Operations: We may use or disclose, as needed, your PHI to support the business activities of your therapist's practice. These activities include, but are not limited to, quality assessment activities, employee review activities, training of therapists associated with this practice, licensing, marketing, and conducting or arranging for other business activities. For example, we may call you by name in the waiting room when the therapist is ready to see you. We may use or disclose your PHI as necessary to contact you to remind you of your appointment. We may disclose your PHI in the following situations without your authorization: communicable diseases, abuse or neglect, food and drug administration requirements, legal proceedings, law enforcement, coroners, and if you present a threat to yourself or to others. Other permitted and required uses and disclosures will be made only with your consent, authorization and opportunity to object unless required by law. You may revoke this authorization at any time, in writing, except to the extent that your therapist or the therapist's practice has taken an action in reliance on the use or disclosure indicated in the authorization.



**SoulCare Counseling**  
*Care that creates connection*

► **Signature page**

**\*\* Important\*\*** Your signature below indicates that you have read the information in this document and agree to abide by its terms while you are in a therapeutic relationship with SoulCare Counseling.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**Non-release of information statement**

*I understand that neither Dr. Bernis Riley nor any representative of SoulCare Counseling may release any information to any other health or mental health professional or organization who requests information about me without my written consent.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Agreement to private counseling sessions if under 18**

By signing below, you are agreeing to allow your minor to engage in private counseling sessions and agree to give up access to the content of those sessions.

Signature of parent: \_\_\_\_\_

Signature of minor: \_\_\_\_\_

Date: \_\_\_\_\_



### **Acknowledgment of Receipt of HIPAA Notice of Privacy Practices**

I acknowledge that I have received and understood the HIPAA Notice of Privacy Practices for this office:

\_\_\_\_\_  
client signature (or signature of parent/guardian if a minor)

\_\_\_\_\_  
Date

#### Consent for use and disclosure of Health Information:

I hereby permit and release SoulCare Counseling to release and furnish all medical and financial data related to my care that may be necessary now or in the future for purposes of treatment, payment, or healthcare operations to assist with, aid in, or facilitate the collection of data for purposes of utilization review, quality assurance, or medical outcomes evaluation purposes. Such information may be released to HMOs, PPOs, managed care organizations, IPAs, or other governmental or third party payors, or any organization contracting with any of the above entities to perform such functions.

\_\_\_\_\_  
client signature (or signature of parent/guardian if a minor)

\_\_\_\_\_  
Date

You have the right to request restrictions of uses and disclosures of your health information including disclosures to governmental agencies; however, this office is not required to agree to a requested restriction. You have the right to revoke this consent in writing, except to the extent that this office has previously taken in reliance on this consent. Your treatment by this office is conditional on your signing this consent.