

TrueHearted Counseling
Stephen Eller, LPC



Informed Consent

Thank you for considering TrueHearted Counseling for your family's needs. This document contains important information about our professional services and business policies.

Therapist

Stephen Eller, LPC is a Licensed Professional Counselor in the state of Texas. He is engaged in private practice providing mental health care services to clients directly. He provides these services through Stephen W. Eller, PLLC d/b/a TrueHearted Counseling.

I understand and agree to all of the above information related to the therapist.

Initials

Mental Health Services

As a therapist, Stephen Eller, LPC uses his knowledge of human development and behavior, as well as his experience in working with individuals and families, to provide observations and perspective about new ways to approach difficult experiences. When working with minors, he uses therapeutic approaches that are developmentally appropriate and informed by research (e.g., Child-Centered Play Therapy). In signing below, you are acknowledging that you understand the following:

- As the client, you are in control of the counseling relationship and may choose to end that relationship at any time.
- At any time, you may initiate a discussion with Stephen Eller, LPC regarding possible positive or negative effects of entering or not entering into, continuing or discontinuing counseling, and that specific results are not guaranteed although benefits are expected.
- Change can be uncomfortable. Therapy can improve as well as upset the equilibrium in any person or family, and major changes in perspective or decision-making may occur which can be temporarily distressing. Often growth cannot occur until a client confronts issues which may cause sadness, anxiety, pain, etc.
- The success of therapy depends on the quality of the efforts on both our parts. You are responsible for lifestyle choices or changes that may result from therapy.
- If any assignment is given that you disagree with morally, ethically, or emotionally, you (and if applicable, your child) have the right not to proceed in that assignment.
- You always have the right to speak to Stephen Eller, LPC about **any** concerns that you have about counseling.
- In the case where a referral is needed, such as when Stephen Eller, LPC determines that he is not the best fit for you or your family, he will provide alternatives, including programs and/or people who may be able to assist you. You are responsible for contacting them.
- Stephen Eller, LPC does not perform formal testing, but refers to individuals who do.
- Stephen Eller, LPC is not a psychiatrist, he is a Master's level therapist, and as such cannot recommend or prescribe medications but can encourage clients to see an M.D. for a medical evaluation.
- Stephen Eller, LPC does not provide 24-hour crisis counseling. Should you or your child experience an emergency necessitating mental health attention, you will immediately call 911 or go to an emergency room.

I understand and agree to all of the above information related to mental health services.

Initials

Relationship

Your relationship with Stephen Eller, LPC is a professional and therapeutic relationship. This relationship will include empathy, understanding, and warmth. To preserve this relationship, it is necessary that he not have any other kind of relationship with you. Personal and/or business relationships undermine the effectiveness of therapy. In short, while Stephen Eller, LPC cares about helping you (and, if applicable, your children), but is not in a position to be your friend or to have a social or personal relationship with you. Furthermore:

- In accordance with the ethics all licensed professional counselors are bound to, Stephen Eller, LPC cannot accept large gifts and cannot barter or trade for services.
- Stephen Eller, LPC cannot accept friend requests on any social media sites.
- Stephen Eller, LPC may set boundaries regarding acceptable interactions with you in order to preserve the professional nature of the relationship, up to and including ceasing to provide services for any reason. Situations which may require such boundaries include, without limitation: refusal of client to comply with treatment recommendations, issuance of subpoena for records or court room testimony, client engaging in behaviors that cause counselor to be uncomfortable or feel threatened (assuming this cannot be otherwise resolved), or client's failure to pay fees in a timely manner accordance with this agreement. The nature of these boundaries are subject to the professional responsibility requirements to which counselors are subject.

I understand and agree to all of the above information related to the therapeutic relationship.

Initials

Appointments

Appointments are made by contacting Stephen Eller, LPC through the means made available on his website, truehearted.org. Please consider the following information regarding appointments:

- Appointments will typically be once per week, and will last 45 minutes for play therapy or 50 minutes for individual counseling and other services. Play therapy appointments are shorter to account for the time needed to clean up and prepared in between sessions. Any changes to the frequency or length of appointments will be discussed and agreed upon in advance.
- If you are a parent/guardian, you will be required to participate in parent consultations on a regular basis (typically, once per every four sessions for your child or children). These are separate from and in addition to your child's regular appointments. The purpose of these consultations is to collaborate with you, keep you informed about the progress of your children's therapy, and to provide you opportunities to ask questions or discuss concerns which are not appropriate for discussing in front of your children.
- The number of sessions needed depends on many factors and will be discussed further during your initial appointment. Stephen Eller, LPC will evaluate your needs (and/or your children's needs) and depending on your circumstances may advise additional sessions to meet your goals for therapy. The process of therapy may include any or all of the following:
 - When he first meets with you, Stephen Eller, LPC and you will talk about your goals for yourself and/or your child.
 - Stephen Eller, LPC will collaborate with you toward reaching those goals in therapy, and if applicable, will share tools to help you work toward goals for your child.
 - In parent consultations, Stephen Eller, LPC and you will update each other on progress toward those goals. In individual sessions, this can be done at any time during an appointment as part of the process of therapy.
 - When your initial goals are met, Stephen Eller, LPC will review them with you. If necessary, you may adjust these goals or add new ones.

- When goals are met (i.e., when you feel you have accomplished your original reason for therapy, and/or when your child is using new skills and doing better, and/or when you as a parent feel confident in handling new obstacles that might come up), we will move conclusion of therapy which may include lessening the frequency of appointments before the final session, which will be agreed upon in advance by both parties.
- After concluding therapy, you (or your child) are always welcome to come back in for "tune-up" appointments as needed.

I understand and agree to all of the above information related to appointments.

Initials _____

Confidentiality

Discussions between a therapist and client are confidential. This means that no information related to your therapy (or your child's therapy, if applicable) will be released without your written consent unless mandated or permitted by law. Your confidentiality is of utmost importance to Stephen Eller, LPC and he will make all legal and ethical attempts to protect your privacy in all matters. Exceptions to confidentiality include, but are not necessarily limited to:

- **You provide written consent for Stephen Eller, LPC to share confidential information in writing or verbally.**
- **Stephen Eller, LPC determines that his client poses a danger to self or others.**
- **Stephen Eller, LPC is ordered by a court to disclose information.**
- **Stephen Eller, LPC suspects that abuse of a child, elderly person, or disabled person has taken place, at which time he will notify the appropriate agency, including either Child Protective Services or Adult Protective Services.**
- **Client discloses previous or ongoing sexual contact with a mental health professional.**
- **If you (or your child) threaten to harm self or others, appropriate steps will be taken to prevent such harm from occurring.**

Some other considerations related to confidentiality include the following:

- Our paths may cross in social situations, but the therapeutic relationship comes first, along with protection of your confidentiality. Stephen Eller, LPC will not approach you or your child in public, but you are free to approach him if you choose.
- No form of communication outside of session is guaranteed to be private. Conversations can be overheard, texts can be read, emails can be sent to the wrong recipients, and electronic information can be hacked. By using any electronic method to send messages to Stephen Eller, LPC it is understood that you have made an informed decision to take the risk that the message may be intercepted. Emails and phone calls are ideally only for arranging or rescheduling appointments. Stephen Eller, LPC will not discuss therapy or engage in counseling through these electronic means. If you send an email that is meant for discussion, Stephen Eller, LPC may choose not to reply and will discuss it with you in your next session.
- All of your communications are part of the clinical record, and therefore are property of Stephen Eller, LPC. Legally and ethically, Stephen Eller, LPC has to keep client records for 7 years after termination of counseling or 7 years after a minor child turns 18 years of age.

DUTY TO WARN

Because Stephen Eller, LPC is required to take action if he reasonably believes that you (or your child) are a danger, physically or emotionally, to yourself or another person, by signing this information and consent form, you are specifically consenting for Stephen Eller, LPC to warn the person in danger and/or 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 following persons:

Name

Phone Number

This information is to be provided at your request for use by said persons **only** to prevent harm to yourself or another person. This authorization expires upon the termination of therapy with Stephen Eller, LPC. You have the right to revoke this right in writing at any time to the extent that Stephen Eller, LPC has not taken action in reliance on this authorization. You further acknowledge that even if you revoke this authorization, the use and disclosure of your protected health information could possibly still be permitted by law as indicated in the Notice of Privacy Practices that you have received and reviewed. By signing you acknowledge that you have been advised of the potential of the redisclosure of your protected health information by the authorized recipients and that it may not be protected from unauthorized disclosures as required by the federal Privacy Rule.

You further acknowledge that the treatment provided to you by Stephen Eller, LPC was conditioned on you providing this authorization.

I understand and agree to all of the above information related to confidentiality.

Initials

Payment for Services

The fee for each appointment is \$120. The fee covers a play therapy appointment of 45 minutes or an individual session of 50 minutes. (Note: The fee for any groups provided may vary from this price, and will be made clear before such a group begins.). In addition to the fee per session, other fees apply. These include:

- The rate for all subsequent therapy services, including but not limited to, 1.) attending parent/teacher conferences, 2.) classroom observations, 3.) copying records, 4.) participating in legal depositions, 5.) phone calls over 5 minutes, etc., will be billed at the current hourly rate, \$120.00, in 15-minute increments. Note that this list does not imply that such services will be made available in every case, but will be left to the discretion of Stephen Eller, LPC.
- The fee for counseling covers the time slot of my appointment. Stephen Eller, LPC cannot offer additional time if you arrive late to an appointment.
- **Cancellations must be received at least 24 hours before your appointment. If you do not give sufficient notice, or if you fail to show up for a scheduled appointment, you will be charged a fee equal to the usual fee per session (\$120). This must be paid before the next session.**
- You are responsible for all counseling fees to Stephen Eller, LPC which are due at the time of service.
- There is a returned check fee of \$25.
- All fees are subject to change upon sixty (60) days' prior notice to you.
- Stephen Eller, LPC will make reasonable efforts to work with you to make therapy affordable, but he reserves the right to determine the fees for his services. If at any point you decide that you are not able or willing to pay the fees, you will be given appropriate referrals.
- You agree to give Stephen Eller, LPC the right to seek the services of a bill-collecting agency in efforts to collect fees that I have not paid for services rendered and/or for cancelled or missed appointments.

I understand and agree to all of the above information related to payment.

Initials

Complaints

If you have a complaint that you cannot resolve with Stephen Eller, LPC and wish to file a formal complaint, you may contact the Texas State Board of Examiners of Licensed Professional Counselors at (512) 834-6658.

I understand and agree to all of the above information related to complaints.

Initials

Incapacity or Death

In the event that Stephen Eller, LPC become incapacitated or dies, it will become necessary for another therapist to take possession of your file and records. This therapist is **Marla Klein, LPC**. By signing below, you consent to allowing this therapist to take possession of your file and records and provide you with copies upon your request or deliver them to a therapist of your choice. The named therapist will select a successor therapist to refer you to within a reasonable amount of time.

I understand and agree to all of the above information related to therapist's incapacity or death.

Initials

Agreements

By signing below, you also acknowledge that you understand and agree to the following:

- You will provide Stephen Eller, LPC updated information regarding any changes of address, phone number, contact information, or business affiliation during the time period that you (or your child) are engaged in therapy services with Stephen Eller, LPC.
- You acknowledge that you understand that involving a treating therapist in legal proceedings can create conflicts and negatively impact therapy, thereby diminishing the possibility of a successful outcome. You also acknowledge that such an event can damage the therapeutic relationship between Stephen Eller, LPC and your child (if applicable). Furthermore, involving Stephen Eller, LPC in any legal proceedings would be disruptive to his practice and his services to the other clients that he serves. With this understanding (after having discussed this with Stephen Eller, LPC at your discretion), **you agree that, as a condition for treatment, you will not subpoena or otherwise seek to compel Stephen Eller, LPC to provide oral or written testimony of any kind in any legal proceeding in which you are a party with respect to his treatment of you and/or your child, nor will you allow any legal representative of yours to do so.** You agree that any such attempts shall constitute a basis upon which a court should quash any subpoena or issue a protective order and you agree to be responsible for and to pay for any attorney fees and costs incurred by Stephen Eller, LPC in attempting to secure enforcement of, and compliance with, this agreement.
- You further agree that in the case that you, your attorney, your spouse's attorney, or your ex-spouse's attorney choose to violate this agreement and subpoena Stephen Eller, LPC or involve him in court related proceedings, and such involvement cannot be quashed as outlined above, you agree to pay **\$300** for every hour involved including but not limited to case preparation, travel, witness time, and any wait time related to court proceedings. You also agree to pay a **\$2,000** retainer fee to be applied toward these charges. If a subpoena is issued to Stephen Eller, LPC and cannot be quashed, a bill will be rendered to you for immediate payment.

I understand and agree to all of the above information related to agreements required for services.

Initials

SIGNATURES

By signing below, I confirm that I have read and understood all sections of this document, that any questions I had about this document were answered to my satisfaction, and that I was furnished a copy of this document:

Client or Parent/Guardian of Client

Date Received and Read

Please sign *either* the Agreement for Therapy with a Minor or Agreement for Therapy with an Adult as appropriate.

Agreement for Therapy with a Minor

I, _____, the parent/legal guardian of the minor, _____ :

- Give my permission for this minor to receive therapeutic services provided through Stephen Eller, M.A., LPC.
 - have read, understood, and signed the informed consent related to my child’s therapy and I understand the risks and benefits of receiving these services and the risks and benefits of not receiving these services, for both this minor and his or her family.
 - Furthermore, I understand that I am expected to participate in this process by meeting with the therapist regularly.
- My signature below means that I understand and agree with all of the points above.

Parent/Guardian of Client

Date

Agreement for Therapy with an Adult

I, _____ :

- Willingly agree to receive therapeutic services provided through Stephen Eller, M.A., LPC.
 - Have read, understood, and signed the informed consent related to my therapy and I understand the risks and benefits of receiving these services and the risks and benefits of not receiving these services.
- My signature below means that I understand and agree with all of the points above.

Client

Date

OFFICE USE ONLY

I, Stephen Eller, LPC, the health provider, have inquired to ensure that the patient/client understood the informed consent, including the above description of the limits of confidentiality.

Health Provider

Date

HIPPA Notice of Privacy Practices

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 purposes 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 protected health information may be used and disclosed by your therapist, our office staff 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/disclose your protected health information 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 protected health information, as necessary, to a home health agency that provides care to you; or your protected health information may be provided to a physician to whom you have referred to ensure that the physician has the necessary information to diagnose or treat you.

Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay or a higher level of treatment may require that your relevant protected health information be disclosed to the health plan to obtain approval for admission.

Healthcare Operations: We may use or disclose, as needed, your protected health information 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 fund raising activities, and conducting or arranging for other business activities. For example, we may disclose your protected health information to graduate students who see clients at our office. In addition, we may call you by name in the waiting room when the therapist is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment. We may use or disclose your protected health information 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.

Acknowledgement of Receipt of HIPPA Notice of Privacy Practices

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

Stephen W. Eller, PLLC, d/b/a TrueHearted Counseling

Client or Parent/Guardian if client is a minor _____ Date _____

Consent for Use and Disclosure of Health Information: I hereby permit and release Stephen Eller, M.A., LPC 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 or Parent/Guardian if client is a minor _____ Date _____

You have the right to request restrictions of uses and disclosures of your health information; 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 action in reliance on this consent. Your treatment by this office is conditional on your signing this consent.