

## **PROFESSIONAL DISCLOSURE STATEMENT**

**Laura L. Sparkman, Licensed Professional Counselor**

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### **Informed Consent**

**Emergency/Crisis:** Should you experience an emergency necessitating immediate mental health attention, immediately call 9-1-1 or go to the nearest emergency room for assistance.

**Counseling Relationship:** During the time we work together, we will meet weekly for approximately 50 minutes per session. Although our session may be very intimate psychologically, we have a professional relationship rather than a social one. You will best be served if our sessions concentrate exclusively on you (adult counseling situations) or your child's concerns (parent consultations for child or adolescent counseling).

**Effects of Counseling:** At any time, you may initiate a discussion of possible positive or negative effects of entering, not entering, continuing, or discontinuing counseling. While benefits are expected from counseling, specific results are not guaranteed. Counseling is a process of 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 life changes could be temporarily distressing. The exact nature of these changes cannot be predicted. Together we will work to achieve the best possible results for you.

**Clients Rights:** If a divorce or separation of parents has occurred, a current copy of the relevant court documents is required to begin services. It is ideal to involve both parents (unless parental rights have been restricted by a court order) in the treatment process.

Some clients need only a few counseling sessions to achieve their goals; others may require months or even years of counseling. As a client, you are in complete control and may end our counseling relationship at any time though it is requested that you participate in a termination session. You also have the right to refuse or discuss modification of any of my counseling techniques or suggestions that you believe might be harmful.

I assure you that my counseling services will be rendered in a professional manner consistent with the current ethical practices promulgated by the Ethical Codes of the Texas State Boards of Examiners of Licensed Professional Counselors and the HIPAA security and privacy rules. If at any time or for any reason you are dissatisfied with my services, please let me know so that existing issues can be worked through. If I am not available to resolve your concerns, you may report your complaints to the Complaints Management and Investigative Section of the Texas State Board of Examiners of Professional Counselors.

**Referrals:** Should you and/or I believe that a referral is needed, I will provide some alternatives, including programs and/or people who may be available to assist you. Also, should you miss two appointments concurrently without appropriate cancellation contact, our counseling relationship will terminate and you will be provided with a referral list via mail (if you have given us permission to mail to you) to another facility should you want to continue counseling services. You will be responsible for contacting and evaluating those referrals and/or alternatives.

**Fees:** In return for a fee of \_\_\_\_\_ per session, I agree to provide counseling services for you. The fee for each session will be due prior to the commencement of each session. All returned checks will incur a \$25.00 return-check fee.

**Cancellation:** In the event that you will not be able to keep an appointment, please give notification at least 24 hours in advance. If no 24-hour notification is made, you will be responsible for payment of the missed session prior to your next counseling session. If you are absent twice without contacting me within the 24-hour required notification period (unless there is a documented emergency), our counseling relationship will terminate and you will be provided with a referral list via mail (if you have

given us permission to mail to you) to another facility should you want to continue counseling services. You will be responsible for contacting and evaluating those referrals and/or alternatives. If you do, at any time, intend to discontinue counseling, please inform me as soon as possible so that other clients can be serviced. Additionally, if you continue to not show for your appointments (even with a 24-hour notice), you will also be referred.

**Records and Confidentiality:** All of our communications become part of the clinical record. Adult client records are disposed of six years after the file is closed. Guardians or conservators do have access to child-client files and will need to sign for consent of services (within joint custody cases, only one guardian or conservator is needed to sign for consent for the child). Minor client records are disposed of six years after the client's 18<sup>th</sup> birthday. Most of our communication is confidential, but the following limitations and exceptions do exist, if: a) you are a danger to yourself or someone else; b) you disclose sexual contact with a mental health professional; c) I am ordered by a court to disclose information; d) you direct me to release your records; e) I am otherwise required by law to disclose information; and f) there is a reason to believe that abuse or neglect of a child, elderly or disabled person has occurred or is likely to occur. Should you request a copy of your counseling records, please be aware that a \$25.00 record preparation fee will be incurred and a "Release of Records" form must be signed. An overall counseling summary, in lieu of records, will be provided free of charge upon request. If records are subpoenaed, this does not indicate an automatic release of records and we may choose to seek a court order quashing the subpoena or providing protection should disclosure be deemed not in the client's best interest. To further protect your confidentiality, if I see you in public, I will only acknowledge you if you approach me first.

In the case of marriage or family counseling, I will keep confidential (within limits cited above) anything you disclose to me without your family member's knowledge. However, I encourage open communication between family members, and I reserve the right to terminate our counseling relationship if I judge the secret to be detrimental to the therapeutic progress.

**Court:** Should you or your attorney subpoena me as a factual case witness or involve me in court-related proceedings, you agree to pay to me \$250 for every hour of my time involved including case preparation, travel and witness time. You further agree to pay a retainer fee of \$2,000 to me at the time a subpoena is served to be applied toward these charges. If a subpoena is issued for me it will be turned over to our attorney, and I will consult with that attorney as necessary. A bill will be rendered to you for immediate payment when a subpoena issued. Please let me know before establishing a counseling relationship if you are attending counseling for court or court-related purposes/motivations.

**Child Counseling Logistics:** For child counseling, sometimes it may be necessary to end the session early depending upon the following circumstances: the child's ability to leave when the session is over, a situation where therapy could no longer continue (e.g., child gets sick, child chooses to leave and not return, etc.), and the need for a parent consultation. Because the session may need to end early at times, please be sure to remain in the waiting room for most of the session. If you plan to leave the waiting area please advise me that you are leaving and provide a contact number. Before your child attends therapy, please take him/her to the bathroom. Also, if your child is coming from school and is hungry, please give him/her a snack before therapy starts.

The therapist will meet with you to give feedback on your child periodically. While the feedback will discuss overall themes for your child, discussion on specific session details will not be discussed to protect the child's confidentiality. To better facilitate the therapy process, depending on your child's age and treatment plan, the therapist will ask that you complete a "Weekly Update Log" for your child (a sheet of paper handed to you at the start of every session to address updates, concerns, or questions). If age-appropriate, the child will complete his/her own weekly log.

By your signature below, you are indicating that you have read and understood this document, or that any questions you had about this document were answered to your satisfaction—and that you were furnished a copy of this document, acknowledge your commitment to comply with all of its terms and requirements, issue consent for me to work with you and/or your child (client over the age of 12 must also sign) and acknowledge understanding and agreement with my financial obligations.

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Client's Signature (over the age of 12) Date

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Guardian's Signature Date

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Laura L. Sparkman, M.S., LPC, NCC Date