



Consent for Treatment and Limits of Liability and Informed Consent for Teletherapy

Your signature below serves as an acknowledgement that you have received the above, you understand the information provided, and you agree to its terms.

Patient Signature

Date

Consent for Treatment and Limits of Liability

Welcome to Magee Madry Counseling Services, LLC. This document provides information about our services and policies. Please read the document carefully. If you should have any questions, please contact me prior to signing the document. When you sign the document it will represent as an agreement between you and Magee Madry Counseling Services, LLC.

Limits of Services and Assumption of Risks

Therapy is a relationship between two people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections. Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, it is imperative you work on things we discuss outside of sessions.

- I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my voicemail and your call will be returned as soon as possible. I return calls Monday-Friday.
- Access to 24 hour care is not available. If you should have a mental health emergency call 911, Crisis Services of North Alabama 1-800-691-8426, National Suicide Prevention Line 988 or go to the nearest hospital emergency room.
- Under no circumstance are the conversations between therapist and client to be recorded by use of any method including cellular phone. Recording is strictly prohibited.
- All fees including copays are due at the time of service.

Limits of Confidentiality

What you discuss during your therapy session is confidential. Whether verbal or written the contents of therapy sessions are confidential and may not be shared with another party without your written consent. Please be advised that I will make efforts to inform you directly should I think or know I will have to put these into effect. Below the following are a list of exceptions:

Duty to Warn and Protect

If you disclose a plan or threat to harm yourself, I must attempt to notify your family and the legal authorities for your protection. If you disclose a plan or threat to harm another person, I am required to notify the person(s) and notify the legal authorities for your protection and for the protection of the person(s) you intend to harm.

Abuse of Children and Vulnerable Adults

As a mental health professional I am a mandatory reporter. If you disclose, or it is suspected that there is abuse or neglect of children or vulnerable adults I am required to notify the Department of Human Resources and/or legal authorities. The elderly, disabled and/or incompetent is identified as a vulnerable adult.

Initial Sessions

The first 1-2 sessions will involve a comprehensive psychotherapy evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Appointments

Appointments will ordinarily be approximately 45-50 minutes in duration, frequency will be agreed upon by the client and I. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice. If you miss a session without canceling, my policy is to collect the total cost of the session, which is \$75.00. Your appointment will not be rescheduled until the fees are paid. If you cancel less than 24 hours notice, my policy is to collect half of the session fee, which is \$75.00 [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for canceled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are

responsible for coming to your session on time; if you are late, your appointment will still end on time.

Professional Fees/Payment Policy

The standard fee for a psychotherapy session is \$150.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be paid directly in Therapy Portal or via credit card, cash, Square or PayPal. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

Insurance

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to work with you to continue your treatment or assist you in finding another provider.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and

what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.

Other Rights

If you are unhappy with what is happening in therapy or any aspect of services delivery, please notify Magee Madry Counseling Services verbally or in writing. Your concerns will be taken seriously and handled with care and respect. You may also request to be referred to another therapist. You have the right to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about specific training and experience of Magee Madry Counseling Services staff.

Document Request Fees

If you request any letters, forms or any other documentation to be completed, please be advised that there is a fee for paperwork. Please be advised that all requests will be taken into consideration and may not be fulfilled to protect your confidentiality. Also note that there must be a written request; which can be submitted via email, fax, or in person. A documentation request/release of information form must be completed. Upon receipt of documentation request, an invoice will be provided for requested services; which will detail the cost and the expected day of completion. Prior to information release the invoice must be paid in full. Please be advised that once your confidential information is released to you or the identified party, we are not responsible for the use of the information and whether or not it is protected. Please allow up to 14 days for any document request. If you need an expedited request for a response or documentation within 1 business day there will be an expedited fee of \$300.00. If you need an expedited request for a response or documentation in 3 business days there will be an expedited fee of \$150.00.

1. Copies of documents \$1.00/per page first 25 pages \$.50/per page for each additional page
2. FMLA \$150/per hour billed in 30 minute increments
3. Disability Forms \$150/per hour billed in 30 minute increments

The above paperwork is time consuming due to the need for supporting clinical documentation. FMLA paperwork usually takes a minimum of 1-2 hours to complete. Disability paperwork takes even longer and may require additional assessments and additional. Thus, the time it takes to

prepare and send faxes and other administrative business (e.g. preparing consent to release forms or request for records and phone calls).

The provider will not complete any FMLA, disability or other paperwork or letter of support unless you have completed 6-8 sessions. The provider will also not complete any FMLA or disability paperwork if it is not ethically supported by your initial intake session and following sessions.

Court and Legal Fees

If any provider at Magee Madry Counseling Services, LLC is to receive a subpoena, the attorney or office staff will need to contact the office and arrange a time for the subpoena to be served during office hours. Magee Madry Counseling Services, LLC requests a minimum of 72 hours' notice of any court appearances so that schedule changes for patients can be addressed within a reasonable time frame. Please note: If a subpoena or notice to meet attorney(s) is received without a minimum 72-hour notice, there will be an additional \$250 express charge, which must be paid in full prior to the provider's appearance in the courtroom.

The following fees are in effect for court preparation and appearance:

1. The minimum fee for provider to appear in court is \$1,500
2. Preparation Time (including submission of records): \$225/hour (billable in 15-minute increments)
3. Phone calls: \$225/hour (billable in 15-minute increments)
4. Depositions: \$225/hour
5. Time Required in Giving Testimony: \$225/hour
6. Mileage: \$.65 cent per mile
7. All attorney fees and costs that are incurred by provider as a result of the legal action

A retainer of \$1,500 is due at least 72 hours before the scheduled court appearance. This fee is non-refundable. The remainder of the costs will be billed after the court appearance and will be due upon receipt.

If your court date is postponed and the provider must once again clear their schedule to attend court, you will again be charged the full \$1,500. If your court date is canceled this fee is non-refundable. All fees listed above will be doubled if the provider is scheduled to be out of town.

No further appointments will be scheduled until all fees are paid in full. If this payment is not paid in full within one calendar month it will be brought to collections.

Non-Payment

If fees have not been paid regarding your court-related services and do not respond to Magee Madry Counseling Services, LLC attempts to contact you and work out a payment plan, the provider does have legal responsibility to secure payment. Which involves hiring a collection agency or going through small claims court. A late fee of 20% of the unpaid balance will be charged each month that a balance remains unpaid.

Informed Consent for Teletherapy

1. Teletherapy is the engagement of therapy services via face-to-face video transmission or over-the-phone communication.
2. Teletherapy is a psychotherapy treatment option being offered to you as an alternative to in-person psychotherapy treatment. You have the right to decline teletherapy services at any time without affecting your right to future treatment.
3. All policies and agreements outlined in Magee Madry Counseling Services, LLC Intake forms apply to teletherapy services. The laws that protect the confidentiality of your personal information apply to teletherapy. There are certain exceptions to confidentiality, which include, but are not limited to: reporting child and vulnerable adult abuse; imminent harm to yourself or others; as a part of legal proceedings when information is requested by a court of law.

The dissemination of any personally identifiable images or information from engaging in teletherapy to other entities shall not occur without your written consent.

4. As with any form of mental health treatment, it is not a guarantee that teletherapy will be an effective form of treatment. Teletherapy may not be as complete as in-person therapy. If your therapist assesses at any point that teletherapy is not effective in helping you reach your therapy goals, your therapist may terminate teletherapy services. If teletherapy services are terminated for any reason, your therapist will discuss another plan with you in order for you to receive appropriate mental health services.

5. All attempts to keep information confidential and secure while using teletherapy services will be made. While Therapy Notes is a secure platform, a guarantee of 100% confidentiality and security cannot be made due to the inherent nature of technology and the internet.

There are inherent risks to participating in teletherapy services, which include, but are not limited to: the disruption of communication due to technological issues; the interruption of personal information by unauthorized figures.

6. Certain protocols are in place in the event of an emergency or crisis situation. Emergency or crisis situations include, but are not limited to: thoughts about hurting or harming yourself or others; having uncontrolled psychotic symptoms; being in a life-threatening situation; abusing drugs or alcohol in an unsafe manner.

By participating in teletherapy services, you agree to take the appropriate measures to ensure your safety and the safety of others. These measures include, but are not limited to: calling 911; contacting Crisis Services of North Alabama 1-800-691-8426, National Suicide Prevention Lifeline 988, going to the nearest hospital or crisis facility. In the event of an emergency or crisis situation, your therapist may take the above measures on your behalf.

7. Teletherapy requires the use of a computer, laptop, tablet, or telephone/cellular device. You are responsible for ensuring proper connection, a disruption-free environment, and a properly charged device.

If your session time does not go the full length of session due to a non-connectivity, non-emergency interruption (which includes, but is not limited to: background noise or distractions; taking another call; device losing power; choosing to pause or end session), you may still be charged the full fee of session.