

## **Policies and Informed Consent – Contract for Services**

### **The Process of Counseling and Potential Risks**

Participation in therapy can result in a number of benefits to you, including improved interpersonal skills and relationships, as well as the resolution of specific concerns or symptoms that led you to seek therapy. Although there is evidence to support the benefits of psychotherapy and counseling services, there are also potential risks. Once an individual begins to explore the sensitive and at times uncomfortable issues identified in therapy, they may begin to experience higher levels of discomfort. In addition, a person may notice increased strain or tension in their relationships as they work towards resolution of their identified treatment issues. It is important be aware that change is often times uncomfortable, even when the outcome is likely to be a positive one.

The first sessions will involve a comprehensive evaluation of your needs, also known as a psychosocial evaluation. Once treatment targets and needs are identified, 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 the process or procedures, they should be discussed as soon as they arise. I am ethically obligated to work with you in terms of finding appropriate treatment options, even if it means referring you to another professional for services. Psychotherapy requires a very active effort on your part. In order to be most successful, a person must work on the issues outside of sessions, as well as within them.

### **Confidentiality**

The information you discuss with me in all sessions is confidential and privileged information that will not be released without your written consent, except for in the following circumstances. Confidential communication may be breached if:

- There is reason to believe you are in danger of harming yourself or another
- There is reason to believe that you are involved in or have knowledge of child or elderly abuse or neglect, in which the therapist is required by law to notify the state child or adult protective services within 48 hours
- There is an ordered disclosure by state or Federal Court

For more information on your rights and laws regarding your Protected Healthcare Information (PHI), please see the **Confidentiality and HIPPA Notice of Privacy Policy**

### **Parents & Minors**

While privacy in therapy is crucial to successful progress, parental involvement is also essential. It is necessary that a legal guardian with the rights to consent for medical treatment is present

with the minor child for the session, even if I am seeing the child individually for the duration of the scheduled session. It is also important to remember that the process of building a therapeutic alliance requires trust and treating the sensitive information discussed in session as confidential.

If a child or adolescent cannot trust me to create the same environment for them as my adult clients, the process is not likely to be beneficial. Please consider this when asking for details of the session and continue open dialogue with me about your concerns. Please know that I am legally obligated to report abuse and neglect, as well as to inform the caregivers or take precautions to protect the child/adolescent from harm. If the session is concerning any imminent danger to the minor child, the parent/guardian and/or proper authorities will be alerted.

Please be advised that prior to the commencement of services with a minor client who is named in a custody agreement or court order, I am obligated to obtain and review a current copy of the custody agreement or court order, as well as any applicable part of the divorce decree. I am obligated to maintain these documents in the client's record and abide by the documents at all times. Please bring these documents with the minor child when presenting for the first session.

If you are seeking services for a minor that is involved in a suit affecting the parent child relationship (example: custody, divorce, guardianship, parental rights), please be aware that I provide strictly therapeutic services. I am not a forensic evaluator or parent coordinator and I do not offer case studies, parent fitness evaluations, or home studies. If I am subpoenaed for testimony in a legal proceeding related to custody, please understand that it will be detrimental to the therapeutic relationship and I will in most cases be ethically obligated to terminate services. For any legal concerns regarding subpoenaing your therapist as a witness or the protected and confidential records, please see applicable fees in the Fee, Scheduling, and late cancellations section and please contact me directly – Kelly McCabe at (512)688-5615

### **Fees, scheduling and late cancellations**

Payment for psychotherapy is due at the time services are rendered. Payment is accepted in the form of credit card, cash, or check. Unless it has been prearranged with your provider, services may not be provided as scheduled if the client has an outstanding balance. To avoid accumulation of a balance, clients are encouraged to complete a Billing Agreement and to provide credit card information to remain on file during the time they are active clients. Credit cards will only be billed for services provided, returned check fees, or no-show/late cancellation charges. Credit card information is securely destroyed 60 days after your last session or immediately upon your communication that you are terminating the therapeutic relationship. A \$30 fee is charged for each returned check.

### **No shows and late cancellations**

Appointments will ordinarily be 55 minutes in duration, at an agreed upon frequency. 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 24hour notice. If you miss a session without canceling, or cancel with less than 24hour notice, it is rarely possible to fill the spot with another person in need. In addition, late arrivals will still need to end on time as I am unable to allow these sessions to push in to my next client's scheduled time. All no shows and late cancellations (less than 24hour notice) will be charged a \$50 fee that must be paid prior to the next scheduled session. If the client is unable to pay the fee prior to the next session, they will be allowed to reschedule up to 2 times, with sufficient notice, before any future appointments are cancelled.

Medical and other explainable emergencies will be considered in the assessment of a no show fee if a diligent effort is made to alert the therapist in a timely manner.

### **Standard Fees**

Free Initial Consultation - 15 minutes (by phone or video during office hours)

\$150 55minute session

\$200 90minute session

### **Phone Consultations**

Phone messages are answered during office hours often in between sessions and are often kept to a minimum of 5 to minutes in an effort to provide timely responses to all of my clients. If you require a longer conversation, please schedule a Phone Consultation with me during office hours.

Phone Consultation Costs scheduled during regular practice hours are billed at a rate of \$150/hour in 15 minute increments. After hours are subject to an additional \$50 surcharge unless previously agreed within the contract for services.

### **Fees for Requests for Client Records**

You have the right to review or receive a summary of your records at any time, except in limited legal circumstances or situations when such release might be harmful to you or others. All requests for records must be made in writing. Fees for the copying of records provided will be charged at a minimum of \$25.00 for the first 10 pages, and then \$.25 cents per page for each page thereafter. Should you require this office to mail them, you will also be billed for the certified mail with receipt and signature required to specified address. We are required by law to provide records to you within fifteen (15) days of receiving a written request in non-emergency situations. However, a minimum advance notice of one week prior to the need for records is preferred.

### **Fees for Depositions and Court Testimony**

If you are seeking services for a minor that is involved in a suit affecting the parent child relationship (example: custody, divorce, guardianship, parental rights), please be aware that I provide strictly therapeutic services. I am not a forensic evaluator or parent coordinator and I do not offer case studies, parent fitness evaluations, or home studies. If I am subpoenaed for testimony in a legal proceeding related to custody, please understand that it will be detrimental to the therapeutic relationship and I will in most cases be ethically obligated to terminate services.

If the therapist is to receive a subpoena, please set up a time during office hours to serve the subpoena. It is also requested that a minimum of one week notice be given to the therapist in the interest of allowing clients to be rescheduled if necessary. If a subpoena is received with less

than 72-hour notice of the therapist being requested in court, there will be an additional \$250 expedition charge, as this will greatly and negatively burden the therapist and clients who have

been scheduled for the time. The following fee schedule applies to legal services that may be requested.

- Document and preparation time: \$200/hr. (billed in 15 min. increments).
- Phone consults with attorneys for/or in the interest of the client: \$200/hr. (billed in 15 min. increments)
- Depositions: \$250/hr.
- Time Required in Giving Testimony: \$250/hr.
- Court Appearance: \$1000 retainer due within 72 hours of scheduled appearance billed regardless of whether the therapist testifies or is released.
- Filing Court Documents: \$100
- Mileage: The then current IRS standard mileage rate and any travel costs/lodging associated if more than 3hour travel is required.
- All other legal fees and costs that are incurred by the therapist as a result of the legal action and requests.

If the therapist is subpoenaed and the case is reset with less than 72-hour notice prior to the beginning of the day of the scheduled subpoena, trial, and/or testimony, there will be a \$500 fee associated with the cancelation of those scheduled clients, as the therapist will often not be able to reschedule with them with such short notice. Any remaining costs associated with the legal actions will be invoiced as soon as the proceedings are completed and will be applied to the clients account balance.

**\*\*\*\*Unless it has been prearranged with your provider, services may not be provided as scheduled if the client has an outstanding balance. To avoid accumulation of a balance, clients are encouraged to complete a Billing Agreement and to provide credit card information to remain on file during the time they are active clients. Credit cards will only be billed for services provided, returned check fees, or no-show/late cancellation charges.**

### **Policy on social networking and electronic communications**

Kelly McCabe will not engage in social networking with clients on Facebook, MySpace, Instagram, Twitter or any other social networking site. Please do not send "friend" requests to your therapist or otherwise communicate with your therapist through any interactive or social networking websites. It is impossible to guarantee the security and confidentiality of Protected Healthcare Information (PHI) via email and other online platforms and applications. As a result, the confidentiality of your protected healthcare information is not guaranteed if you were to send an email to your provider. **Communication via email, text, online platforms, or application should not be used for medical emergencies or with PHI.**

**PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:**

\_\_\_\_\_ I/we understand that Kelly McCabe cannot guarantee any particular results or outcome from the psychotherapy process.

\_\_\_\_\_ I/we understand and agree to the confidentiality policies stated above. These include the exceptions to confidentiality as mandated by state law.

\_\_\_\_\_ I/we understand the risks of psychotherapy as explained above.

\_\_\_\_\_ I/we understand that Kelly M. McCabe, LPC-S, LMFT-S, PLLC does not provide emergency services and in the event of an emergency life-threatening issue, I/ we agree to go to the nearest emergency room, and/or call 9-1-1.

\_\_\_\_\_ I/we agree to give 24-hour notice for cancelled appointments if at all possible by calling the clinic directly at (512)688-5615. I understand that failure to cancel or reschedule an appointment with less than 24 hours' notice will be considered a no show and is subject to the \$50 fee.

\_\_\_\_\_ I/we agree to pay the fees, including phone consultations and legal fees, as stated in this informed consent and contract for treatment with Kelly M. McCabe, LPC-S, LMFT-S, PLLC.

\_\_\_\_\_ I/we are entering therapy by choice and understand that I/we have the right to end treatment at any time.

\_\_\_\_\_ I/we understand this informed consent is voluntary and will become effective immediately and can be withdrawn at any time.

- **I/we have read this information fully and have discussed any questions about the information presented with my therapist.**

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Client(s)/ Guardian Signature