

Resilient Counseling, PLLC

www.ResilientFamilies.com
515 Keisler Drive Suite 101 Cary, NC 27518
(919) 868-6242 office
(919) 510-6262 fax

Rights & Responsibilities Services Contract **Please keep this contract for your records**

I value professionalism, quality services, and respectful attitude towards you as my client. I extend this courtesy to you by outlining my policies for promoting a smooth working relationship. Should you have any questions regarding any of the contents put forth below, please do not hesitate for clarification.

Standard Policies:

- My fee for the initial intake session is \$150. My standard fee for therapy is \$120 per 45-60 minute session. If we agree to longer or shorter sessions, you will be charged accordingly. Payment in full is expected at the end of each session.
- Because I reserve this time for you, it is expected and that you will give **twenty-four hours notice** in the event that you need to cancel or reschedule an appointment. When your provider does not receive twenty-four hours notice, you will be charged \$75 late cancel fee.
- No-show fees are charged for appointments broken, with no communication with the therapist, and these are equivalent to a regular session fee (\$120). **No-show and late cancellation fees are NOT covered by insurance.** When appointments are broke with no communication, I will cancel all future appointments until I hear from you in order to protect you from future fees.
- If you are late for a session, the time of your session may be shortened, but you will be required to pay for a full session. For individuals who haven't called and are late to an appointment, the regular fee will still be expected for the time I reserved for you. If an emergency occurs that causes this, we can discuss the exception.
- Phone calls: Phone calls made to the therapist will be time-limited to fifteen minutes. The therapist will prorate her full session fee in fifteen minute increments for any phone call lasting over fifteen minutes, up to a full session fee. The therapist will return phone calls within 24 hours and will not answer phone calls of a non-emergency nature after 4:00pm.

After- hours or Crisis services may be contacted by calling Alliance Behavioral Healthcare at 1-800-510-9132

- There may be a charge for other services, including consultation with other professionals, preparation of reports or correspondence, any necessary court appearances, phone calls lasting over 15 minutes, and missed appointments. The fee for a simple clinical letter is \$35. Other fees will be prorated based on time spent up to a full session fee (\$120). There is an increased fee for court appearances, up to \$300 per hour.
- Therapists have the right to seek legal recourse to recoup unpaid balances. In pursuing these measures, the therapist will only disclose biographical information and the amount owed, in order to ensure confidentiality.
- Payment is due at the time of service unless otherwise arranged. When special circumstances arise that make payment difficult, please discuss them with your provider. Payment for services is accepted in cash, credit cards and checks. A fee of \$30 will be charged for returned checks.
- Honesty, openness, active participation and willingness to change are required for the services to be effective. Services last as long as you and your provider agree they are necessary.

- Completion of Homework Assignments and other tasks as discussed and decided in session are an important part of treatment and you are required to comply with them for services to be effective. This also applies for additional referrals made as deemed necessary (i.e., individual therapy, psychiatric or medical doctors, etc.)

Your Rights:

- You have the right to ask questions about any procedure or intervention used during service provision.
- You have the right to decide NOT to receive services from our practice and may ask for a referral to another qualified professional whose services you might prefer.
- You have the right to end services at any time without any moral, legal, or financial obligations other than those already accrued and agreed upon.

FAMILY THERAPY CONFIDENTIALITY: UNIQUE CONCEPTS AND LIMITATIONS

Marriage and family therapists have unique confidentiality concerns because the client in a therapeutic relationship may be a couple or a family with numerous persons participating within the therapy services. **This section is intended to inform you, the participants in family therapy or couple therapy, that when I agree to work with a family or a couple, I consider that family or couple (the treatment unit) to be the patient (client).**

- If there is a request for the treatment records of the family or the couple, I will seek the authorization of all members of the treatment unit before I release confidential information to third parties.
- If my records are subpoenaed, I will assert the psychotherapist-patient privilege on behalf of the treatment unit.
- The therapist will not make confidential disclosures without the full written consent of the parties present. When a release of information has been obtained, confidential information shall be revealed only in accordance with the terms of the waiver.

During the course of my work with a family or a couple, I may see a smaller part of the treatment unit (e.g., an individual or more participating family members) for one or more sessions. These sessions should be seen by you as a part of the work that I am doing with the family or the couple, unless otherwise indicated. If you are involved in one or more of these sessions with me:

- These sessions are confidential in the sense that I will not release any confidential information to a third party unless I am required by law to do so or unless I have your written authorization. **However, when providing family or couples therapy, I may need to share information learned in an individual, separate session with the entire treatment unit – that is, the family or the couple, if I am to effectively serve the family unit being treated.**
- I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure.
- If you feel it necessary to talk about matters that you absolutely want to be shared with no one, it is recommended that you consult with a therapist who can treat you individually. The therapist can make recommendations to individual therapists if needed.
- This policy allows me to avoid a possible conflict of interest to arise, where an individual's interests may not be consistent with the interests of the unit being treated.
- If necessary disclosure is not agreed upon, the therapist may need to terminate treatment, and this policy is in place to avoid a need for such termination.

Confidentiality Policy

Upon opening your case, I will create a file that contains all information provided by you, as well as my own documentation. This file will be kept in strict confidence, and you have the right to review your file with me if you so choose. Should I wish to obtain or share information with other professionals about you for treatment purposes, I will discuss this with you and ask for your written consent to do so. Please note that you have the right to full confidentiality with exception of the following

circumstances:

_ Confidentiality will be broken if disclosure is necessary to prevent clear and imminent danger to yourself or another. This includes verbal statements that you may make to seriously harm yourself or another person.

_ Confidentiality will be broken if I suspect child neglect or abuse.

_ Confidentiality will be broken if I am made aware that you have a communicable and fatal disease and that you have willfully exposed an identified third party to it.

_ Confidentiality may be broken should I feel it would be helpful for me to obtain consultation or supervision with another licensed mental health professional about your case. The purpose of clinical consultation is to provide you with the best quality care by consulting with other experts in the field. If this occurs every effort will be made to not give identifying information and the other professional is also bound by confidentiality.

_ Confidentiality may be broken in a court of law. If information is requested in a court of law and you do *not* wish for me to release information, I will request to the court that confidentiality be maintained to protect your right to privacy. If I am *ordered by a judge* to release information, then I am legally bound to release information and will only release the *minimal* amount of information required in order to protect your privacy.

_ Confidentiality may not be maintained if you are using an insurance company to pay for services, as explained above. I will be as brief as possible with giving your insurance company information about you in order to protect your privacy.

_ Confidentiality may not be maintained should you become delinquent with payment owed for services. The services of a collection agency and/or small claims court may be used to collect delinquent fees. Only the *minimal* amount of information about you would be released in this case, including your name, service dates and amount due.

_ In group counseling services, the importance of confidentiality will be discussed in the first group session with all group members. It is important for you to understand, however, that although I will maintain your confidentiality, I cannot guarantee all members of the group will do so.

Limitations of the service provision contract:

Providers are not physicians and cannot prescribe medication or give recommendations about physical problems. Nevertheless, depending on the nature of the presenting concerns, providers might require clients to consult with a physician before proceeding with treatment.

- Providers cannot guarantee that each person's goals in therapy will be met completely.
- Seeking to resolve issues between family members and other persons can lead to discomfort, as well as relationship changes that may not be originally intended.

Scope of Professional Services:

The professional services provided by Angela S. McLean, LMFT are treatment oriented in nature. The services are not forensics oriented. We do not provide evaluation services that lead to professional opinions regarding child custody, parent visitation nor employment disability. With written permission by the client and at the request of the client or a third party, we can offer case working impressions and related treatment recommendations that may be informative regarding various family, parenting and/or employment functioning. This however, draws from a treatment based relationship in contrast to a separate professional relationship and contract, which requires nontreatment objectivity to formulate a forensics' based professional opinion. Angela McLean will not willingly agree to appear or testify in court for any reason. If she is subpoenaed, she has the right to charge up to \$300 per hour for her time, and makes no guarantee that her presence or testimony will be beneficial or yield desired results.

Emergency Policy:

In the event of an emergency, call Alliance Behavioral Healthcare at 1-800-510-9132. You may also call 911 or proceed to an emergency room for immediate intervention. You may give the attendant your provider's contact information and also advise your provider of the situation by the next business day.

Social Media and Electronic Communication Policy:

There are possible risks associated with communicating with the therapist via electronic methods (e.g. text messaging, email, social media, video conferencing), including:

- There is no guarantee that these messages can be kept confidential. Messages can be easily redistributed, forwarded, etc without knowledge or intention by the sender or recipient. The therapist is obligated not to forward or share any information without your written consent, but the therapist cannot guarantee your privacy if you choose to forward said communication. The therapist is not responsible for any breach of confidentiality that has been caused by

the client.

- While I make every reasonable effort to protect your privacy on my end (encrypted emails, HIPPA signed business agreement with email provider), I cannot guarantee that you have the same level of encryption on your computer.
- Your employer or school email can be accessed at any time by these entities. If you choose to communicate with me via email, I encourage you to use a personal email from your home computer. However, even email sent from a privately owned computer may leave a “footprint” on the way from a sender’s “outbox” to a recipients “inbox”. Therefore, deleted messages may not be fully deleted. These messages have the potential to be accessed by law enforcement, ISP technicians, and hackers. Therefore, if you are communicating with me via email, it is advised that you do not discuss clinical issues, but rather use it for appointment reminders, rescheduling, etc.
- If you prefer to communicate with me via text message or email regarding scheduling or cancellations, I will do so. While I try to return messages in a timely manner (generally within 24 hours), I cannot guarantee an immediate response. This method of contact is not to be used for clinical assistance or in case of an emergency. In the case of an emergency after hours, call 911 or Alliance Behavioral Healthcare at (800) 510-9132. Do not use text messaging or email for emergency situations.
- I am ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. Any communication via electronic means is subject to be included in your medical record. A judge can subpoena your records for a variety of reasons, and if this happens, I must comply.
- While Resilient Counseling, PLLC has a social media presence (Facebook, Twitter), this is not an intended platform to discuss individual clinical issues or concerns. If the client chooses to interact with Resilient Counseling, PLLC in this manner (e.g. following, liking), the client agrees not to post confidential information or request information regarding appointments on social media platforms. The therapist is not responsible for any breach of confidentiality that has been caused by the client.
- The therapist will not “friend” or accept any friend requests from current or former clients on any social networking site. I believe that adding clients as friends can compromise confidentiality, and may blur professional boundaries of the therapeutic relationship. Please feel free to communicate about this with me if you have questions or concerns.
- Social Media companies have sophisticated ways of associating people and can associate your therapist with you or other clients with you. In order prevent privacy breeches Resilient Counseling recommends not saving your therapist's phone number or email in your contacts in email accounts or on your phone. Additionally, you may consider turning your phone off before coming to appointments as apps can use GPS location to associate you with others.