



INFORMED CONSENT

I am a Licensed Marriage and Family Therapist. Licensed by the Texas State Board of Examiners of Marriage and Family Therapists – Lic.# 202381. I've met the requirements by the State of Texas under the occupations code, chapter 503 that allow me to provide individual, couples, family and group services. I hold two Master's degrees (MA Counseling, MA Pastoral Counseling). My approach is an empathetic talk therapy approach that incorporates multiple therapeutic interventions such as Cognitive/Behavioral, Solution Focused, and Emotion Focused. Additionally, I can incorporate the faith of a client into the therapeutic interventions if you desire.

CONFIDENTIALITY

I follow all ethical standards prescribed by state and federal law. I'm required by practice guidelines and standards to keep clinical records. These records and the information you share are carefully guarded with the exceptions noted in the "Notice to Privacy Practices" provided to you. However, it is Texas law that I have a duty to warn and protect the appropriate individuals if I firmly believe the counselee intends to take harmful, dangerous, or criminal actions against themselves or someone around them. Possible exceptions to the confidentiality include but are not limited to the following situations: Therapists are mandated to report any incidences of "reasonably suspected child abuse" (physical or sexual), elderly or disabled abuse, abuse of patients in mental health facilities, sexual exploitation, it is necessary to warn or disclose if: fee disputes between himself and the Client, a negligence suit brought by the client against the therapist, of the filing of a complaint with the licensing or certifying board. I may occasionally find it helpful to consult about a case with other professionals and if this should arise, your identity will not be revealed. If you should meet me in public, please know I will not acknowledge you unless you initiate contact. It is preferred that you decide whether or not to disclose your acquaintance to others.

CONFIDENTIALITY OF ALL ELECTRONIC COMMUNICATIONS

Please know I will maintain your confidentiality to the best of my ability; however, because electronic communication goes 2-ways, I cannot guarantee this on your end. This includes but is not limited to the following: Email, Face Time, texting, mobile devices, cell phones or fax. I ensure each service I provide is HIPPA compliant.



RELEASE OF INFORMATION

If information needs to be released it will only be done according to state law and with a written consent from the client indicating an informed consent of such release. In the case of marital therapy, the client is the couple, not individuals; therefore, all records can only be released when both parties consent in writing or if mandated by the court.

APPOINTMENTS

Subsequent appointments are scheduled with me during your session. Upcoming appointment reminders are available with your permission; however, it is your responsibility to keep or cancel the session(s). A 24 hour advanced notice for cancellations (non-emergency situations) is required to avoid a session fee. You (not your insurance company) will be charged half of the fee if I'm not given adequate notice.

Due to our confidentiality policy, excluding minors, we are unable to schedule, confirm, adjust or cancel an appointment from anyone other than the client being seen unless a signed release is on file. If you and your spouse/partner are being seen together for the indicated session, it is acceptable for one party to schedule, confirm, adjust or cancel an appointment. However, we will not notify the spouse/partner of the appointment change. In the event of a family or medical emergency a note will be made on the account without disclosing information to a third party or family member unless a release is on file.

FEES & INSURANCE

I currently accept BCBS, Aetna, United, Ambetter, Superior, Cigna and Tricare. Please contact your insurance provider to have an understanding of your financial responsibility (copay, coinsurance, etc.) prior to your first visit.

Cash pay fees are \$125 for individual Sessions and \$150 for marriage counseling.



INCAPACITY OR DEATH

In the event of my incapacitation or death, it will be necessary to assign your case to another therapist and for that therapist to have possession of your treatment records. If you would like your records sent elsewhere, a separate release will need to be signed.

AVAILABILITY

In the event you encounter a personal emergency which will require prompt attention, I will make every effort to accommodate and appointment. If your emergency arises after hours or on the weekend, clients are encouraged to contact a family member, call 911, or go directly to the nearest emergency department.

DUAL RELATIONSHIPS & SOCIAL NETWORKING

Not all dual relationships are unethical or avoidable. However, dual relationship situations might impair my objectivity, clinical judgment, or therapeutic effectiveness, thus will not be encouraged.

Please be aware that my social networking sites are utilized as a “blog” and not intended to replace personal counseling sessions. In regards to my personal social networking sites, I will not accept your invitation in the interest in protecting your privacy.

MINORS

Minors must have parental consent for counseling with the exception that the client: is 16 years of age or older and resides apart from the parents/guardians and manages his/her own financial affairs; is thinking about suicide; has concerns about alcohol or drug addiction/dependency; or is being sexually, physically, or emotionally abused. Consenting parents have the right to examine the treatment records of children under the age of 18; however, in order that minors may have the trust of a protected environment, it is my practice to ask parents to forego that right (they are willing to discuss progress with the parent/guardian) with the exception of extreme circumstances (see confidentiality above). It is important to note that in the state of Texas children under 17 may not have consensual sex with an adult (by law it is considered indecency with a child and therefore "child abuse") and the state requires a therapist to breach confidentiality and report such activity to Child Protective Services. If I'm required to make such a report to CPS about your child, you will be informed as well.



RISKS & BENEFITS

It is agreed that the client shall make a good-faith effort at personal growth and engage in the counseling process as an important priority at this time in his/her life. Therapy is designed to assist clients in resolving issues and dealing with painful life problems. I will make every effort to make therapy successful in this manner; however, you should know that therapy is no guarantee that you will "solve" your problems and that issues will be resolved. Furthermore please be aware, that through the course of therapy, we may expose issues that may cause additional problems to you and bring more life distress. Participation in therapy means that you accept these risks and are willing to deal with the potential issues. Suspension, termination, or referral shall be discussed for lack of commitment or for any unresolved conflict or impasse between myself and the client as soon as possible.

HIPAA/HITECH & NOTICE OF PRIVACY PRACTICE ACKNOWLEDGMENT:

I am required by law to maintain the privacy of and provide individuals with a copy of the "Notice to Privacy Practices" of my ethical and legal duties in regards to your protected health information in all forms (i.e. all paper and/or electronic data). A copy of this notice is available in electronic form and will be provided to you at no cost upon your request. . If you have any objections to the Notice, please send questions to info@garymalonecounseling.com

LITIGATION

In unusual cases, you may become involved in litigation that may require my participation. I will need adequate time to prepare for that participation; therefore, an advance notice of 2 weeks is required. This is to ensure my availability and cooperation.

At the time notice is received of a scheduled court date the following fees will become due for his professional time. All fees are to be paid prior to the scheduled court appearance. Please note you will receive and additional invoice for travel and meal expenses.

\$2,000.00 – half day of professional time

\$4,000.00 – full day of professional time



In the event the court date is cancelled or rescheduled Gary must receive notification 72 hours in advance. If the required notice is provided, the responsible party will receive a full refund of paid professional time.

Failure to provide advance notice will result in your account being charged the full day of professional time as well as travel/meal expenses.

SOBRIETY POLICY

Clients arriving to their session under the influence (illegal drugs or alcohol) will be asked to reschedule the session and will be charged.

TELETHERAPY SERVICES AGREEMENT AND INFORMED CONSENT

Unless we explicitly agree otherwise, our teletherapy exchange is confidential. Any personal information you choose to share with me will be held in the strictest confidence. Just as for my face-to-face clients, I will not release your information to anyone without your prior approval, or I am required to do so by law. In Texas we are not required to notify authorities if we become convinced a client is about to physically harm someone. We do, however, have a duty to inform the authorities if there is suspicion or evidence of abuse of children, the elderly (over 65) or people with disabilities.

You understand that our teletherapy occurs in the state of Texas, (USA), and is governed by the laws of that state. In a manner of speaking, you use modality to visit me in my Texas office; where we meet to do our work.

While Teletherapy is a great way to get help with many of life's problems, overwhelming or potentially dangerous challenges are best met with face-to-face professional support. You understand that our Teletherapy is neither a universal substitute, nor the same as, face-to-face psychotherapy treatment. You accept the distinctions made using Teletherapy vs. face-to-face psychotherapy. In particular, you accept that Teletherapy does not provide emergency services.

Our Teletherapy is a means by which you, the e-client, can receive coaching, counseling, information and guidance from an experienced psychotherapist. It is perhaps most accurately perceived as a process creating, over time, a trusting and collaborative relationship. In our collaboration, you retain the right to determine which topics we cover and the depth of consideration each receives. In other words, as an e-client, you are free to contribute or withhold any information you choose. Moreover, you are under no obligation to apply information and/ or



opinions I contribute to our Teletherapy. While I hope that you will find our exchange useful in your efforts to help yourself and improve your life, it is not possible to guarantee that; despite the ever-increasing positive feedback from e-clients, Teletherapy is best considered experimental until its efficacy has been validated scientifically.

Telecommunication: Telehealth (e-therapy) is the use of electronic transmissions to treat the needs of a patient. In this case, we offer both video and audio forms of communication via the Internet and/or telephone. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications.

The risks involved with Telehealth include the potential release of private information due to the complexities and abnormalities involved with the Internet. Viruses, Trojans, and other involuntary intrusions have the ability to grab and release information you may desire to keep private. Furthermore, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and open to other's intrusion. The advantage is being treated from any location at any time. It is your responsibility to create an environment on your end of the Telehealth transmission that is not subject to unexpected or unauthorized intrusion of your personal information. It is my responsibility for me, the therapist, to do the same.

Therapists, even video-based, are accountable to and agree to abide by the ethical and legal guidelines prescribed by their state of licensure and residence, as well as, the state in which the client resides (if their state allows e-therapy by an out of state provider). By agreeing to solicit the therapist's services, the client agrees to these terms. If you do not understand, or have any questions regarding this issue, please feel free to contact me.

CANCELLATION POLICY

A cancelled appointment within 24 hours hurts three people: you, me, and another client who could have potentially used your time slot. Therapy sessions are scheduled in advance and are a time reserved exclusively for my clients.

When a session is cancelled without adequate notice, I'm unable to fill this time slot by offering it to another current client, a client on the wait list, or a client with a clinical emergency.

Without a cancellation fee policy in place I would lose the ability to maintain my counseling practice.

My cancellation policy is this: Clients can cancel or reschedule an appointment anytime without being charged if they provide 24 hours notice. If you cancel an appointment with less than 24 hours' notice, or fail to show up, you will be charged whatever amount you are responsible for our session. For example, if your copay is \$40 you'll be charged \$40. This means that if an



appointment is scheduled for 3:00 pm on a Tuesday, notice must be given by 3:00 pm on Monday at the latest.

The only time I will waive this fee is in the event of serious illness, extreme weather or other unavoidable circumstance. If you are unsure, please contact me for further guidance.

Some practices have a 48-hour policy. Some even have a 72-hour policy. Mine is 24 hours which I believe is very lenient.

You can cancel your appointment by calling, texting, or emailing.

My cancellation policy is not a penalty or a punishment. Most of my clients understand this. Very rarely, there will be a client who will feel that he or she is being punished when they are charged a late cancellation fee. I want to make sure that you don't feel this way if someday you miss an appointment.

I am not upset with clients when they miss an appointment. Life happens.

Please understand that therapy should be viewed as any other important medical appointment would be viewed. This cancellation policy is important for my counseling practice because while a medical doctor can see 35 patients in a day, a therapist generally sees a maximum of 6 to 8 clients a day.

Texas State Board of Examiners of Marriage and Family Therapists Complaint Process

An individual who wishes to file a complaint against a Licensed Marriage and Family Therapist (LMFT) or a Licensed Marriage and Family Therapist Associate (LMFT Associate) may write to: Complaints Management and Investigative Section

***P.O. Box 141369
Austin, Texas 78714-1369***