

Fountain City Counseling

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ALABAMA STATE LICENSED IN MFT
www.TheaLangleymft.com

Informed Consent for Counseling or Consultation Services

Fountain City Counseling welcomes you as a potential client. We believe it is important for you to be informed about the nature of counseling or psychotherapy, the policies and procedures governing the help you will receive here, the fees charged for our services, and your rights as a client. On your demographic registration form, there is a place for you to sign, signifying your general consent to therapy and your understanding of the policies and practices of Fountain City Counseling.

Therapy Process Therapy begins with an *intake process* designed to evaluate your needs and difficulties and to help you and the therapist make a decision about engaging in therapy. This may take one interview or a series of interviews. If becoming a client here does not seem feasible, we will help you to select a more appropriate place for the help you need. The *therapy process* itself may take many forms, depending on the issues that need to be addressed and how far you wish to go in dealing with them. Treatment is guided by a *treatment plan* that you and your therapist both agree to pursue. Therapy ends when the work is done, or at the point you decide to end it.

Clients are entitled to receive information from therapists about their credentials, education, methods of therapy, the possible duration of therapy, and fees. Your therapist will disclose these facts and opinions in the initial interview(s).

Emergencies. **Fountain City Counseling does not provide after-hours emergency care.** Should you need emergency services, you should call 9-1-1 or go to the nearest emergency room. Please do not email or text your therapist if you are experiencing thoughts of suicide. IMMEDIATELY call 911 and begin making your way to the closest ER.

Therapy Policies and Procedures: Your Rights as a Client. You have all of the rights established by the state of Alabama governing clinical practices.

These include the following rights:

1. You have the right to consent to treatment, refuse treatment, or decline the use of certain therapeutic techniques.
2. You have the right to end therapy at any time without any moral, legal or financial obligation other than those that have accrued.

3. You have a right to seek disclosure from your therapist about his or her qualifications.
4. You have the right to review your records and receive copies of such.
5. accessing the client grievance procedures, asking questions about any procedure
6. refuse any procedure
7. You have the right to have your treatment kept in confidence (see confidentiality statement below).
8. You have the right to be treated by our therapist in a consistently competent, ethical, and respectful manner.
9. You have the right to release your records to any person or agency you request.
10. You have the right to know that if others are also involved in treatment, **I do not keep secrets from other family members with a legitimate need to know.**

Confidentiality. What you tell your therapist will be kept strictly confidential and will not be revealed to other persons or agencies without your written permission, **except when mandated by state and federal statutes as part of the professional practice of this Center.** However, it is customary to notify a professional who referred you to me (whether or not we are working together). Other clients have the same rights of confidentiality. Since clients may well see one another as they come and go from our Center, you have the right to expect that other clients will not divulge your client status to others, and they have the right to expect that you will equally protect their client status.

By law, there are circumstances when the therapist must report information to the appropriate persons or agencies, for example:

- a) if you threaten grave bodily harm or death to yourself or someone else;
- b) if you reveal information about suspected child or elder abuse; and
- c) if ordered by a court of law.

If your therapy is court ordered, the results of treatment or tests must be revealed to the court.

There is one situation in which I am *permitted* by law to reveal information obtained during therapy *without your permission*. If you bring civil or criminal charges against me in court, or if you file an ethics complaint with the license board, I am permitted to use my records to defend myself against your charges or complaints.

Also, in keeping with standard professional practice, your case records may be viewed by professional supervisors and consultants for purposes of diagnosis, treatment, and quality control. In all other instances, your written permission is required before your therapist or the Center can reveal information about your treatment.

Web-Based Therapy. When mutually agreed upon, Fountain City Counseling will provide therapy using secure video conferencing and text vehicles via WebEx. You should remember that normal email and cellular telephones email are NOT secure and should not be used to communicate any information you consider confidential. Anything you post on Facebook or other social networking media will automatically be considered to be non-confidential. You should also remember that the environment in which you sit during web-based therapy is your responsibility. You should take every reasonable precaution to make sure that others do not overhear the video conferencing conversations or see the text chat. You can be sure your therapist's work location is secure.

Email Communication: If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

Telephone Contact/Therapy: Telephone calls, texts, and emails may be used to set appointments and confirm appointments but shall not be used for therapy sessions or for counsel or advice. *Therapy is not conducted over the telephone, texting or email.* Your therapist will be unable to discuss your specific counseling concerns with you over the telephone. Please make an appointment to discuss any concern/situation that is not connected logistically to an appointment/session time.

Fees and Payment. The Therapy Fee Agreement that you will complete in the intake interview will state your fee and payment requirements. We request payment at the time of your therapy appointment. You may pay by cash, bank card or check. Each check returned because of insufficient funds will result in a charge to you of (\$30) plus bank charges. If your account is more than 90 days overdue, we reserve the right to turn your account over to a collection agency. You specifically waive any right to confidentiality regarding financial information given by Fountain City Counseling to a collection agency.

Court Ordered Clients, Court Affiliated Recommendations/ Appearances. When working with clients involved in litigation, unless designated by the court, all fees will be split evenly between the parties involved. These fees include session, report, and court fees. Court fees are applied at the point that the therapist is asked by either party to attend for representation. Court fees will be charged irregardless of a postponement unless the proceedings are postponed five business days in advance. Fountain City Counseling charges \$250 per hour for any court related activities from the moment the therapist leaves their office to the time the therapist returns to the office (“portal to portal”), these fees apply whether the therapist actually testifies or not. We do not apply any reduced fees to time spent making court appearances. **If the therapist is ordered/requested to provide records, reports, emails, etc....throughout the process charges of \$250 per hour will apply for the time needed to prepare and deliver the records. All court preparation activities (phone calls, meetings with attorneys, record producing administrative work, paperwork, etc....will be \$250.00 per hour).**

Fountain City Counseling parenting coordinator services, co-parenting services and family systems therapy differs from traditional therapy in several ways. Confidentiality is protected within the system however information garnered in counseling sessions can be utilized outside of individual sessions to build, promote, strengthen the system/relationship which is the primary client. The therapist is authorized to discuss significant information with individuals or system providers (attorneys, GAL) in order to assist in the process of family therapy, co-parenting therapy, parental coordinator services etc....

Appointments and Cancellations. All appointments are made with your therapist. When available, you may be able to schedule and cancel appointments at our web site. If you are unable to keep a scheduled appointment, please notify your counselor by email or text 24 hours in advance. Failure to give 24-hour notification to the counselor may result in a charge up to the amount of your fee. No-

show appointments will be charged the usual session fee and must be paid prior to next appointment time. Appointments are usually 50 minutes. Normally, I will not meet more often than once a week with you, and often, by our mutual agreement, we may meet only once every two or three weeks. Therapy will end either (a) when we reach our agreed upon goals, or (b) we reach our contracted number of sessions.

Payments: If you are not able to pay the normal fee for therapy, discuss your situation with your therapist. They may be able to work something out for you so that the financial realities do not hinder you from getting the assistance you need and deserve. Please note that there is an additional 8% monthly fee for every month that payments are in arrears.

Ending Therapy: Although you may end therapy at any time, it is preferred that you have at least one face-to-face concluding appointment with your therapist rather than terminating by telephone, mail, or by not showing up. At the time of discharge, you are given or sent a Client Satisfaction Form that is used to elicit feedback on the therapy process. This is a valuable tool to increase the Center's awareness of the strengths and weaknesses of our services.

Supervision: Your therapist may be under supervision status under the state laws of Alabama. If this is the case, this simply means that they are under the supervision of a SMFT and meet regularly with them under a mentor type relationship. Your therapist is licensed as an AMFT under the state laws of Alabama and is pursuing their LMFT status once supervision is completed. Please feel free to ask any questions regarding this or other questions at any point during your counseling process.

NOTICE OF FOUNTAIN CITY COUNSELING PRIVACY PRACTICES

This notice tells you how we make use of your health information at our Center, how we might disclose your health information to others, and how you can get access to the same information.

Please review this notice carefully and feel free to ask for clarification about anything in this material you might not understand. The privacy of your health information is very important to us and we want to do everything possible to protect that privacy.

We have a **legal responsibility** under the laws of the United States and the state of Alabama to keep your health information private. Part of our responsibility is to give you this notice about our privacy practices. Another part of our responsibility is to follow the practices in this notice.

This notice takes effect on January 1, 2015 and will be in effect until we replace it.

We have the right to change any of these privacy practices as long as those changes are permitted or required by law.

Any changes in our privacy practices will effect how we protect the privacy of your health information. This includes health information we will receive about you or that we create here at Fountain City Counseling. These changes could also effect how we protect the privacy of any of your health information we had before the changes.

When we make any of these changes, we will also change this notice and give you a copy of the new notice.

You will receive a copy of this notice as a part of the normal intake process, and you will indicate on the Client Demographic Sheet that you have received it. If you request an additional copy of this notice at any time in the future, we will give you a copy at no charge to you.

If you have any questions or concerns about the material in this document, please ask us for assistance which we will provide at no charge to you.

Here are some examples of how we use and disclose information about your health information.

We may use or disclose your health information...

1. To your physician or other healthcare provider who is also treating you.
2. To anyone on our staff involved in your treatment program.
3. To any person required by federal, state, or local laws to have lawful access

to your treatment program.

4. To update and report to court system/GAL in cases of court ordered counseling.
5. To our own staff in connection with our Center's operations. Examples of these include but are not limited to the following: evaluating the effectiveness of our staff, supervising our staff, improving the quality of our services, meeting accreditation standards, and in connection with licensing, credentialing, or certification activities.
6. To anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization in writing anytime you want. When you revoke an authorization, it will only effect your health information from that point on.
7. To a family member, a person responsible for your care, or your personal representative in the event of an emergency. If you are present in such a case, we will give you an opportunity to object. If you object, or are not present, or are incapable of responding, we may use our professional judgment, in light of the nature of the emergency, to go ahead and use or disclose your health information in your best interest at that time. In so doing, we will only use or disclose the aspects your health information that are necessary to respond to the emergency.
8. You should know that there are certain situations in which your counselor is *required* by law to reveal information obtained during therapy to other persons or agencies *without your permission*. Also, your counselor is not required to inform you of his/her actions in this regard. These situations are:
 - a. If you threaten grave bodily harm or death to yourself or to any persons, your counselor is required by law to inform the intended victim and appropriate law enforcement agencies.
 - b. If a court order is given requiring information about your case, your counselor is required by law to provide the information specifically described in the order.
 - c. If you reveal information which gives your counselor a reason to suspect child abuse or neglect, your counselor must report his/her knowledge or suspicions to the Department of Human Resources.
 - d. If you are in therapy by order of a court of law, the results of the treatment ordered must be revealed to the court.
 - e. If you bring civil or criminal charges against your counselor in court, or if you file an ethics complaint with a licensing board, your counselor is permitted to use your records to defend himself/herself against your charges or complaints.

We will not use your health information in any of our Center's marketing, development, public relations, or related activities without your written authorization.

We may use information from your care for research and/or publication of professional books or articles. However, we will not use any information which would make you personally identifiable unless we have first received your written permission.

We cannot use or disclose your health information in any ways other than those described in this notice unless you give us written permission.

As a client of Fountain City Counseling **you have these important rights:**

- A. With limited exceptions, you can make a written request to inspect your health information that is maintained by us for our use.
- B. You can ask us for photocopies of the information in part “A” above.
- C. We will charge you 10 cents per page for making these photocopies.
- D. You have a right to a copy of this notice at no charge.
- E. You can make a written request to have us communicate with you about your health information by alternative means, at an alternative location. (An example would be if your primary language is not spoken at this Center, and we are treating a child of whom you have lawful custody.) Your written request must specify the alternative means and location.
- F. You can make a written request that we place other restrictions on the ways we use or disclose your health information. We may deny any or all of your requested restrictions. If we agree to these restrictions, we will abide by them in all situations except those which, in our professional judgment, constitute an emergency.
- G. You can make a written request that we amend the information in part “A” above.
- H. If we approve your written amendment, we will change our records accordingly. We will also notify anyone else who may have received this information, and anyone else of your choosing.
- I. If we deny your amendment, you can place a written statement in our records disagreeing with our denial of your request.
- J. You may make a written request that we provide you with a list of those occasions where we or our business associates disclosed your health information for purposes other than treatment, payment, or our Center’s operations.
- K. If you request the accounting in “J” above more than once in a 12-month period we may charge you a fee based on our actual costs of tabulating these disclosures.
- L. If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice you may complain to us in writing to the following person:

Compliance Officer: Thea Langley, AMFT, MA
Executive Director

Telephone: (334) 595-3551
Email: thea@thealangleymft.com

Mailing Address: Fountain City Counseling
133 First Street
Prattville, AL 36067

M. You may also submit a written complaint to the United States Department of Health and Human Services. The address is as follows:

Secretary of the United States Department of
Health and Human Services
Office of Civil Rights
200 Independence Ave. SW
Washington, D.C. 20201