

Bethany Comeau, MA, LPC
Bethany Comeau Counseling & Consulting, LLC
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(229) 380-0560

Client Services Agreement, Informed Consent, & Release of Liability

I welcome you to my practice. It is my desire to ensure that your participation in counseling be a productive and satisfying experience. In order to facilitate a therapeutic relationship, I have set forth certain information which will enable you to make an informed consent to counseling.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

When Disclosure Is Required Or May Be Required By Law: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to the therapist that the client presents a danger to others.

Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by the therapist.

Therapist Availability/Emergency: Please understand that as a solo outpatient practitioner, I am unable to personally provide 24-hour crisis services. In the event of a medical emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance, go to the nearest emergency room, and/or call the Georgia Crisis and Access Line (GCAL) at 1-800-715-4225.

If you need to contact me between sessions, please call me at (229) 380-0560. If I do not answer, please leave a message and your call will be returned by the next business day. I check my messages several times a day during the daytime only. There is a pro-rated charge for telephone consultations exceeding 10 minutes.

Cancellations/Missed Appointments Policy: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or canceling an appointment. With the exception of a true medical emergency or natural disaster, you (not your insurance company) will be charged a \$75 fee for sessions no-showed, cancelled or rescheduled with less than 24 hours notice. It is important to remember that insurance companies do not reimburse for missed sessions.

Emails, Cell Phones, Computers, And Faxes: It is very important to be aware that cell phones, computers, and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers.

For these reasons, I do not have an email address available to clients, and I do not communicate via text message with clients beyond the purposes of scheduling, rescheduling, or cancelling an appointment. If you communicate confidential or private information via cell phone, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters. **Please do not use texts, e-mail, or faxes for emergencies.**

Health Insurance & Confidentiality Of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Only the minimum necessary information will be communicated to the health insurance carrier. Please be aware that I have no control over, or knowledge of, what insurance companies do with the information I submit on your behalf, or who has access to this information. You must also be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

Litigation Limitation: It is the policy of my practice to avoid court appearances whenever possible. As a mental health professional, my role in an individual or family's life is one of assessment and treatment, not to provide testimony in a legal setting. **Please be advised that the only time I appear in court is when required by court and issued a subpoena by a judge of that court.** Attending and preparing for court hearings is time consuming and costly, not only to the professional involved, but to clients as well. Attending court requires that I cancel and reschedule all of my clients during that time, which may inconvenience or prohibit their ability to receive needed services. This demand directly impacts my ability to maintain my commitment and service to all of my clients. **It is important that my clients understand that my testimony in court may or may not help their case. Please consider this fact carefully before initiating this process.**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. I will not voluntarily participate in any litigation or custody dispute in which you and another individual, or entity, are parties. I also have an office policy of not communicating with my clients' attorneys and will generally not write or sign letters, reports, declarations, or affidavits to be used in a legal matter.

With regard to child custody and related legal proceedings, I need your agreement that in any such circumstances, you will not ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound **not** to give my opinion about either parent's custody or visitation suitability, and I will not make any recommendation about the final decision.

Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. In signing this agreement, I acknowledge that there is a difference between the roles of treating clinician and expert witness, and I agree not to subpoena the clinician, nor the clinician's records for use in litigation. I understand that the boundary between treating clinician and expert witness is necessary so that the treating clinician may maintain the integrity of the therapeutic relationships established through therapy in addition to the information contained in the Outpatient Services Contract. Under HIPAA and my Ethics Code, I am legally and ethical responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise.

Moreover, in consideration of the benefits to be derived from the counseling, the receipt whereof is hereby acknowledged, you hereby indemnify and hold harmless, release, remise and forever discharge and covenant not to sue or hold legally liable Bethany Comeau, Counseling & Consulting, LLC (Bethany Comeau, LPC) from any and all claims, demands, damages, actions, or causes of action whatsoever related to the counseling process.

Records And Your Right To Review Them: Both the law and the standards of my profession require that I keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, I retain clinical records only as long as is mandated by Georgia law. If you have concerns regarding the treatment records, please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records

to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way.

Professional Fees: Using your insurance? I am currently a provider with Aetna, Cigna, Optum/United Healthcare, and Blue Cross Blue Shield of Georgia. In order to file with insurance, you **must** complete the “Insurance Verification Form”, which is located by clicking on the “Forms” tab on my website. Please call your insurance company to find out the answers to the questions on this form and write the answers directly on the form. Please bring this completed form to your first session.

For all clients that will be filing their counseling sessions through their secondary insurance, my office policy is to request the full contracted rate of the secondary insurance due upfront at the time of each session. Once the claim has been processed through secondary insurance, the client will be billed for the remainder of the balance, or alternatively, I will issue the client a prompt refund, if a refund is due. I have instated this policy in response to the lengthy time (5+ months) it takes for secondary insurance to reimburse my office for services provided.

Note: If you do not complete the Insurance Verification form prior to the first session, you will be charged the full contracted insurance rate for each session until you complete this task...so please take care of this prior to the first session! This will save both you and me from a “billing issues headache” later on! Thank you!

Additionally, you are responsible for all deductibles, as well as the payment of any claims that the insurance company may reject. Insurance amounts which are not paid within 60 days of the initial filing are due by the client. By signing this agreement, you understand that you, not your insurance company, are ultimately responsible for payment of all fees.

In order to schedule an appointment, you must reserve your appointment with a credit card number that will be kept on file and charged the \$75 cancellation fee in the event of a late cancellation or a no show. When you attend your appointment, you are free to pay using the credit card that is on file, or you may use a different form of payment. Fees are due at the time of the session. I accept cash, check, and credit/debit cards. There will be a \$25 fee for all returned checks.

Clients who carry insurance other than Aetna, Optum/United Healthcare, Blue Cross Blue Shield of Georgia, or Cigna should remember that my services are rendered and charged to the client and not to the insurance companies. I will provide you with a copy of your receipt on the day of your service which you can then submit to your insurance company for possible reimbursement, if you so choose. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by

insurance companies. It is your responsibility to verify the specifics of your mental health coverage.

Not using insurance? Filing insurance is not a requirement to utilize my services, and you are always welcome to participate in counseling services as a cash-pay client. Session fees are \$85 for the initial intake session, and \$75 for all follow-up sessions. Appointments generally range in length from 45-50 minutes. All fees are due by cash, check, debit or credit card, at the time of session.

Fees for other services...In addition to therapy sessions, I charge \$85 per hour (will pro-rate, if less than one hour) for other professional services you may need including: report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service that you may request of me. If you become involved in legal proceedings that require my participation (see provisions for serving as a treating clinician), you will be expected to pay for my professional time, including preparation and transportation costs. Because of the complexity of legal involvement, I charge \$300 per hour with a four-hour minimum requirement for preparation, travel time and attendance at any legal proceeding. In addition, this fee will need to be paid in advance.

The Process Of Therapy/Evaluation And Scope Of Practice: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her

assessment of what will best benefit you. These approaches include, but are not limited to, cognitive-behavioral, humanistic or psycho-educational. I do not provide custody evaluation recommendations, nor medication or prescription recommendations, nor legal advice, as these activities do not fall within my scope of practice.

Termination: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not work with clients who, in my opinion, I am unable to help. In such a case, if appropriate, I will give you referrals that you can contact. If at any time you want another professional's opinion or wish to consult with another therapist, I will give you a couple of referrals that you may want to contact. If I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time.

Dual Relationships: It's a small world, after all! Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment or can be exploitative in nature.

It is important to realize that in some communities, particularly small towns such as Americus, Georgia, that multiple relationships are either unavoidable or expected. In response, I will never acknowledge working with anyone without his/her written permission. Many clients have chosen one as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and experience.

Nevertheless, I will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to let me know if the dual relationship becomes uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

Social Networking And Internet Searches: I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

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TO BE SIGNED and KEPT ON FILE

I have read and reviewed *carefully* the following which includes: **Confidentiality, When Disclosure Is Required Or May Be Required By Law, Therapist Availability/Emergencies, Cancellations/Missed Appointments Policy, Emails, Cell Phones, Computers, And Faxes, Health Insurance & Confidentiality Of Records, Litigation Limitation, Records And Your Right To Review Them, Professional Fees, The Process Of Therapy/Evaluation And Scope Of Practice, Termination, Dual Relationships, Social Networking And Internet Searches**

I, (client name)

_____, have read this Client Services Agreement, Informed Consent, and Release of Liability. I understand it and agree to comply.

Signature: _____

Date Signed: _____