

INFORMED CONSENT, TREATMENT AGREEMENT FOR PSYCHOLOGICAL SERVICES AND OFFICE POLICY

Welcome to the professional practice of Timothy M. Lane, Ph.D., PLLC, Psychologist. This document contains important information about my professional services and business practices. Please read it carefully and note any questions you might have so I can answer them.

Contacting Me: I meet with clients throughout the day so I will be available to answer the phone only for brief intermittent periods of time. It is most efficient for you to call and leave a message and I will return your call usually the same day, with the exceptions of evenings, weekends and holidays. If you are difficult to reach or concerned about the timing of my call, please leave me several options of times when it is best for you to receive my call. Due to my schedule and periods of time when I may not receive or check calls, life-threatening or time-sensitive emergencies require calling 911 or going to the local emergency room, unless we have discussed other options for you. See the emergency resources section please.

Purpose and Nature of Services Provided:

Psychologists help patients with mental, emotional, cognitive, and behavioral difficulties. Psychological consultation and psychotherapy is intended to help you reach a better understanding of specific problems or increased self-awareness. It is also intended to work toward improvement of the identified problems, offer support in problem solving, provide some symptom relief, and improvement in coping with daily life activities. Your progress in psychotherapy and its outcome depends upon many factors including but not limited to your level of motivation and desire to change, the effort that you put forth in following through with agreed upon therapeutic tasks outside of session, keeping your appointments, and your willingness to be open with me as we work together.

Methods, Procedures and Risks and Benefits of Psychotherapy: Initially, I will conduct a clinical interview to assess the nature of the presenting problem(s). You might be asked to complete psychological inventories to gather additional information. Outside records from previous mental health providers or discussion with important family members may be requested for which a signed Release of Information form is necessary.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. These feelings or memories may bother you at school, home or at work. Some of the changes you make as a result of psychotherapy may not be welcomed by other people in your life. This may result in some strain in your relationships with family and others. Therapy may disrupt a romantic relationship. Sometimes, too, it is possible for a patient's problems to worsen immediately after beginning therapy. Most of these risks are to be expected when people are making important changes in their lives. On the other hand, psychotherapy has also been shown to have benefits leading to better relationships, solutions to specific problems and reductions in feelings of distress. But there are no guarantees of what you will experience. The outcome is based upon our joint effort in working collaboratively toward specific goals.

Together we will typically agree on specific goals for therapy, such as symptom reduction, behavioral change, improved communication and/or interpersonal skills, the ability to return to work or school, etc. Goals will in all likelihood change as the therapy progresses and should be renegotiated accordingly. The therapeutic approach used will vary and should be discussed with me whenever you have questions or when you believe therapy is not helpful.

Typically, our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my treatment procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another therapist for a second opinion or referral.

How long you remain in therapy and the frequency of sessions is a matter best discussed while we work together to achieve your goals. While it is your right to end therapy at any time, when you decide to end treatment it is in your best interest to discuss this with me beforehand.

Types of psychological services. I provide clinical assessments and counseling/therapy primarily for adults from 18 through 80. For persons seeking counseling/therapy, I will do an initial assessment, which may take from one to several sessions, in order to determine the kinds of issues and treatment/counseling needed to best help the client. If I do not find after the assessment that you are a good fit for practice, for any reason, I will make a recommendation to you for further care. I also may make referrals that are a good fit when I feel it is appropriate, but please understand that I cannot guarantee that a referral will be a great fit or nor be responsible for another agency or professional's practice.

Counseling/psychotherapy: The primary service I provide is counseling/psychotherapy, in order to help my clients use their strengths, develop new or improved coping skills, insight, improve motivation, and many other changes to achieve the desired goals. Change will sometimes be easy and swift, but more often it will be slow and potentially frustrating. There is no guarantee that therapy will yield positive or intended results. During the course of therapy, I may draw on various psychological approaches including but not limited to behavioral, cognitive behavioral, emotion focused, psychodynamic, family systems, mindfulness, positive psychology, health psychology, and (multi)cultural modalities.

If you are a parent your participation in your child's counseling may be very important for long-term gains to be sustained. I work from an integrated individual/systems perspective, meaning that both individual and familial/environmental issues may need to be addressed as impacting the well-being of your child. You may need to learn a different way of dealing with your child to facilitate and maintain gains. I will typically ask for your feedback and views on your (your child's) therapy, progress and other aspects of the therapy and will expect you to respond openly, fully and honestly.

Minors: I do not work with minors under the age of 16. When working with minor patients I prefer to meet with all involved caregivers before meeting with the adolescent, although exceptions may be required. From that point forward all discussions about clinical matters and concerns about the adolescent will be done in the presence of the minor. Meetings without the patient present tend to undermine the trust and therapeutic relationship. How frequently caregivers attend is something that can be negotiated at the outset of treatment and can be adjusted as needed. If one caregiver has custody of the minor then documentation identifying the managing conservator will be required before treatment begins.

Couples Counseling. As discussed above in the section on The Benefits and Risks of Therapy, therapy can lead to improvements in various areas of your life, including your relationships; however, therapy can also lead to disruptions in your life. While couples counseling may improve and enrich your relationship, relationships may also end during or after couples counseling as difficult feelings and concerns are addressed. There are no guarantees that couples counseling will make your relationship succeed, but we will work together to establish healthy skills and to process underlying feelings to aid you and your partner in addressing relationship issues.

At times, it may be clinically appropriate to meet with each member of the couple separately, and the purpose of such sessions would be clearly discussed in advance in terms of how they may support the couple's psychotherapy. I do not keep secrets for either party in couples counseling. Therefore, if you speak with me individually between sessions or in an individual session, anything shared with me may be shared with your partner. In couples counseling, the relationship is considered the client. I will use my best judgment to determine how, when, and to what extent information provided by one member of the couple should be shared with the other. If you have concerns you do not wish to discuss with your partner, I recommend you seek individual counseling with another therapist to address such concerns. If I believe that individual counseling may benefit one or both members of the couple, I will make a recommendation for individual counseling and discuss how such work may be useful.

I reserve the right to terminate couples counseling for any reason, including the presence or threat of physical or other kinds of abuse, or if either member of the couple is not sufficiently committed to improving the relationship.

If we do couples therapy and you want records of this therapy sent to anyone, all the adults present for that therapy will have to sign a release before records can be provided.

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court. You should hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put this relationship first.

Length of Session and Meetings: The frequency of our sessions will be discussed and determined by mutual agreement. Your sessions will last for 50 minutes. Once an appointment is scheduled, you will be expected to pay for it if you do not cancel 24 hours in advance.

Intoxication at Sessions: Any client who comes into the session intoxicated, whether it be legal or illegal psychoactive substances, the session will be rescheduled and treated as a late reschedule or No Show, with responsibility for payment for the session. Therapy is not effective when the client is intoxicated. If a client is notably intoxicated so that it is deemed that he/she pose any risk for driving under the influence, they may not be allowed to leave without someone else driving them. Showing up for your session repeatedly under the influence is grounds for termination of therapy.

Termination of Treatment: If I determine that I cannot provide appropriate services to you for any reason, I will terminate our treatment and refer you to other professionals. If you request and authorize it in writing, I will talk to the new therapist in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals. Upon termination of therapy for any reason, the termination will be confirmed in writing.

Professional Fees: My fee for individual therapy is set at \$140 per 50 minute session. Other services or no-show/late cancellation fees may have varying charges. You are expected to pay for each session at the time it is held. In addition to psychotherapy sessions, I charge this amount for other professional services you may need or request, such as report writing, telephone conversations of ten minutes or more, consultation with other professionals with your written permission, and preparation of records or treatment summaries. The time spent performing any other service you may request of me will incur additional charges. I will pro-rate the cost if I work for periods of less than 45 minutes. Please note that the "therapy hour" is actually 45- to 50 minutes in length, and is the usual session duration.

Litigation Policy: 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 (including but not limited to divorce and custody disputes, injuries, lawsuits, etc..), neither you, your attorneys or anyone acting on your behalf will subpoena records from my office, or subpoena me to testify in court or in any legal proceeding. By your signature below, you agree to abide by this agreement. If I am subpoenaed to provide records or testimony in violation of this agreement, you acknowledge and agree you will pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. If you become involved in any legal matter that requires my services, there is a fee of **\$250 per hour** and this includes preparation time, travel time, attendance at any legal proceeding or any other time spent in this endeavor. I also reserve the right to terminate our professional, therapeutic relationship immediately and refer you to other mental health providers.

I will NOT provide custody evaluations or recommendations of any kind. I will NOT provide medication or prescription recommendations. I will NOT provide legal advice. None of these activities are within scope of my practice.

I do not do counseling for the purpose of meeting court or probation related assessments or counseling. It is important that each client in the initial interview or at the first opportunity disclose fully to me if he/she has past, current, pending or potential legal issues.

Insurance Reimbursement: Generally I do not participate in network with any insurance programs. I am licensed in Texas as a Psychologist. Your insurance company may reimburse you according to guidelines they have established for out of network providers. Your health insurance policy will usually provide some coverage for mental health treatment. I will give you a receipt after each session so you can file with your insurance company. However, you (not your insurance company) are responsible for full payment of my fees. You are responsible for knowing what mental health services your insurance policy covers. If you have questions about the coverage, call your plan administration.

Charge for Missed Appointments: There is a fee charge for missed appointments or cancellations made without 24 hour notice. The charge may be waived in the case of a reasonable emergency. I reserve the right to request that you provide a credit card number to be kept on file so that it may be charged for any missed appointments. Please see my fee schedule for charges.

Charge for Phone Consultations: There is a charge at the agreed upon session fee for all phone conversations that exceed ten minutes. The charge is pro-rated each 10 minutes. I eschew telephone or e-mail counseling so communications are brief and usually related to administrative topics (i.e. setting appointment times for which there is no charge).

Availability, Office Hours and Contacting Me: My office hours vary and I am often not immediately available by telephone. Messages may be left for me at **(817) 416-8970**. I routinely return calls within 12-24 hours during regular business hours (that is between 8:00 AM and 5:00 PM) Monday through Friday. Please set your phone to accept private calls, otherwise I may be unable to reach you. If you are difficult to reach, please let me know of some times when you will be available.

If you experience a life-threatening emergency, go to the nearest hospital emergency room and request to see a mental health professional. Another option is to call 911. If you are suicidal you can call the **Dallas Suicide and Crisis Center (214) 828-1000** or the Suicide Prevention Lifeline **1-800-273-TALK (8255)**. If you have insurance you can call the number listed on the back of your card and get a referral to an in-network psychiatric hospital for consultation with an intake specialist.

If you are taking any psychotropic medications, it is important to coordinate a crisis response plan with your physician to determine what steps you should take in a crisis. If at any time you experience suicidal thoughts during our work together we will develop a detailed Crisis Response Plan specific to keeping you safe. When a Crisis Response Plan is developed it is important you have it readily available to use should the need arise. It will detail steps for you to follow.

Use of Electronic Communications: I will use e-mail communication only for administrative purposes, such as scheduling and billing. E-mail is an inherently unsecure form of communication, so please do not e-mail me about clinical matters. Be advised that email communication does not occur over a secure server. If you need to discuss a clinical matter between sessions please call me. Any e-mails you send to me will be printed and will become part of your clinical record. However, if you choose not to respect my policy regarding e-mail communications, I will take steps to block further e-mail communications. I also reserve the right to terminate therapy and refer you to other providers.

Use of Fax: I use an electronic fax service which, like other fax methods, cannot provide a secure form of transmission. I will take all reasonable precautions if faxing information if faxing is necessary, however, the only protected method to deliver information is by hand.

I do not text, etc. with patients. My phone number does not receive texts so if they are sent to this number they will not be received. In addition, I may not monitor my phone for long periods of times or on weekend or holidays. The best way to contact me is to leave a voice mail.

I do not engage in communication or relationships via social media with patients. This is for the protection of your privacy as well as the therapy relationship. If you happen to encounter me by accident through social media or the internet please feel free to discuss this with me in session. I do not accept "friend" requests from current or former clients on my psychotherapy related profiles on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites. Professional relationships shall remain professional.

If we happen to encounter each other outside of the professional setting I will not address you unless you address me first. This is also for the protection of your privacy from those either of us may be with. I'm happy to return a social greeting but will allow you to take the initiative if you would prefer to do so. If you are ever concerned about this, please bring it up so it can be discussed. I will do the same.

Limits on Confidentiality: Texas law and the federal HIPAA privacy rules are designed to protect the privacy of all communications between you and a mental health professional and records of your treatment. In most situations, I can only release information about your treatment to others if you sign a written authorization. The authorization will remain in effect for a length of time you determine. You may revoke the authorization at any time, unless I have taken action in reliance on it.

Exceptions and limitations of your confidentiality include the following:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization. However, if your records are subpoenaed or if a judge issues a court order for your records, I am legally obligated to comply. In the case of a subpoena, I will contact you so you and your attorney can take steps to contest the subpoena, but if you do nothing, I will obey the subpoena.
2. If I believe that you are a danger to yourself or to others, I will contact medical or law enforcement personnel.
3. If you are a minor, elderly, or disabled and I suspect you are a victim of abuse, or if you divulge information about such abuse, I am required by law to notify authorities.
4. If you file suit against me for any reason related to your therapy.
5. If a court order or other legal proceeding or statute requires disclosure of your information.
6. If you waive the rights to privilege or give written consent to disclose information.
7. If third party payers (i.e., insurance companies) or those involved in collecting fees for services require additional information.
8. Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy.
9. If I learn of previous sexual exploitation by a mental health provider I am required to report it to the district attorney in the county of the alleged exploitation and the appropriate licensing board of the provider. The patient has the right to remain anonymous when the report is filed.

Most insurance companies require a clinical diagnosis to reimburse for treatment. Some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their possession. Medical data has been also reported to be legally accessed by enforcement and other agencies, which may place you in a vulnerable position. The safest way to protect confidentiality is to pay cash for treatment. By your signature below, you acknowledge that you have been advised of these potential risks. If you elect to use your insurance coverage to pay for treatment, even if being reimbursed for my services as an out-of-network provider, I will assume that you have evaluated the stated risks and elected to proceed.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Documentation of sessions consists of a summary of each meeting and may include general issues addressed, possible symptom presentation or change, level of functioning, mental status, diagnosis and treatment plans. Texas law requires that I maintain appropriate treatment records for at least 7 years from the last date of service. If the client is a minor the records are kept for 7 years after the client's 18th birthday. As a client, you have the right to review your records or receive a summary of your records. Texas law requires that all requests to review or obtain copies of your records must be made in writing. Because records can be misunderstood and potentially upsetting to lay persons, if you request a copy of your individual record, I will ask to go through the record with you and help clarify it for you. If sending the record to another professional, this should be done directly, which I am happy to do with a release of information signed by you. If you request a copy of your individual records I will provide them to you within 15 days of receiving the request unless I believe that to do so would be harmful to you, endanger your life or the life of another person. I have determined that a reasonable, cost-based charge for providing you with a copy of your records will be \$15.00 plus \$.50 per page. By law, I am not required to provide copies of requested records until the fee is paid.

PROFESSIONAL PRINCIPLES AND COMPLAINTS: I am committed to providing services which conform to the highest ethical and legal codes in my profession. Problems or misunderstandings can arise in our relationship, just as in any relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Your well-being is important to me. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear and to seek solutions to complaints. However, if we cannot work things out to your satisfaction you may request or I may recommend a referral. You also have the right to inform your insurance carrier and file a complaint with them or with your therapist's licensing board: The Texas State Board of Examiners of Psychologists (800-821-3205).