



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 incorporates multiple therapeutic interventions such as Cognitive/Behavioral, Solution Focused, and Emotion Focused Therapy.

CONFIDENTIALITY

Psychotherapy is confidential, with the below stated exceptions.

Duty to Warn: Therapists are mandated by law to disclose pertinent information discussed in therapy if the client has an intent or plan to harm another person. We are required to inform the intended victim and notify legal authorities.

Suicide/Self harm: Depression is common emotion expressed in therapy, but if a client is feeling hopeless enough to imply or disclose a plan for suicide; steps need to be taken to ensure safety.

This would include notifying the legal authorities as well as make reasonable attempts to notify the family.

Vulnerable Adults and Children: Mental health professionals are required by law to report stated or suspected abuse of a child or vulnerable adult to the appropriate social service agencies and/or legal authorities.

Insurance Providers: Information requested includes description of impairments, dates and times of service, diagnosis, treatment plans, treatment progress, prognosis for improvement, case notes and summaries.



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.

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, Evernorth, 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 \$150 for individual Sessions and \$175 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.



UPHEAL SERVICES

Gary Malone Counseling uses external providers to enhance services including the Upheal platform. Upheal empowers counselors to concentrate on their services by offering automated notes and analytics for client conversations. As a part of this process, Upheal handles protected health information for counselors, adhering to HIPAA regulations as a Business Associate.

Gary Malone Counseling has signed a Business Associate Agreement (BAA) to protect data that is shared with Upheal. Under the BAA, Upheal adheres to regulations such as the HIPAA Security Rule and Privacy Rule. This ensures that electronic health information (ePHI) is safeguarded through appropriate administrative, physical, and technical measures, ensuring its confidentiality, integrity, and security. You can learn more about Upheal and its privacy practices at www.upheal.io/privacy.

AVAILABILITY

In the event you encounter a personal emergency which will require prompt attention, I will make every effort to accommodate an 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.

SOCIAL NETWORKING

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 invitations in the interest of protecting your privacy and keeping our professional relationship intact.

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

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.

TELEHEALTH SERVICES AGREEMENT

Telehealth is healthcare provided by any means other than a face-to-face visit. In telehealth services, medical and mental health information is used for diagnosis, consultation, treatment, therapy, follow-up, and education. Health information is exchanged interactively from one site to another through electronic communications. Telephone consultation, videoconferencing, transmission of still images, e-health technologies, patient portals, and remote patient monitoring are all considered telehealth services.

I understand that telehealth is the practice of delivering clinical health care services via technology assisted media or other electronic means between a practitioner and a client who are located in two different locations.

You have the right to withdraw consent at any time without affecting your right to future care, services, or program benefits to which you would otherwise be entitled. There are risks, benefits, and consequences associated with telehealth, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.

There will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law. The privacy laws that protect the confidentiality of your protected health information (PHI) also apply to telemental health unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; you raise mental/emotional health as an issue in a legal proceeding). If you are having suicidal or



homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telehealth services are not appropriate and a higher level of care is required.

Electronic communication may be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.). During a telehealth session, we could encounter technical difficulties resulting in service interruptions. If this occurs, end and restart the session. If we are unable to reconnect within ten minutes, please call or email me to discuss since we may have to re-schedule.

Electronic communication should never be used for emergency communications or urgent requests. Emergency communications should be made to the provider's office or to the existing emergency 911 services in my community.

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.

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 \$75. 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.

COMMUNICATION POLICY

In general, by using email or phone calls for all communications, I can ensure that your questions and concerns are addressed in a timely and organized manner, while also allowing me to maintain a necessary boundary between my work and personal life. I understand that texting can be a convenient way to communicate, however, it often blurs the lines between work and personal time, making it challenging to provide you with the focused, professional support you deserve.



Here are a few guidelines:

For appointment scheduling or changes: Please email me at info@garymalonecounseling.com or call 903-202-0781. If I am unable to answer please leave a voicemail if you'd like a call back.

For session-related inquiries: Email is the best way to share any thoughts or questions you may have between sessions. This ensures that I can respond thoughtfully and appropriately.

If it is a life-threatening emergency, contact 911 immediately.

My goal is to provide you with the highest level of care, and maintaining these boundaries will allow me to do so effectively. If you have any questions or concerns about this policy, please feel free to discuss them with me during a session.

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

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology.

Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint.

Please call 1-800-821-3205 for more information