

## INFORMED CONSENT

Welcome to Materniak Counseling and Family Therapy

Thank you for choosing Materniak Counseling and Family Therapy, and, in particular, Becky Materniak, (Collectively MCFT) for your counseling and therapy needs. MCFT looks forward to working with you to achieve your goals and objectives.

This Informed Consent contains important information about MCFT's professional services and business policies. Please read this document carefully. If you have any questions whatsoever, please bring your questions to MCFT's attention so that your questions can be answered.

### Qualifications and Credentials

You will be receiving therapeutic services from Becky Materniak, a Licensed Professional Counselor in Missouri and a National Certified Counselor. Becky received her undergraduate degree psychology from Franciscan University and her Masters degree in Community Counseling from the University of Missouri – St. Louis.

### Risks, Benefits and Goals of Therapeutic Procedures and Relationship

Therapy is a relationship between people that works in part because of clearly-defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. MCFT and, in particular, Becky Materniak, have corresponding responsibilities to you. These rights and responsibilities are described in this Informed Consent. Therapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Goals in therapy, and what it often leads to, include a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. Please understand that there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on certain aspects of your therapy that we discuss during sessions in your life outside of sessions.

Occasionally, therapy can have other more serious risks including the possibility that a client may experience a desire to cause emotional or physical harm to himself or herself, or to others. If you ever experience such feelings, including any thoughts whatsoever of suicide, immediately call 911 and seek emergency services. MCFT is here for you and will follow up with you but it is important to seek urgent medical attention first. MCFT will never charge you for contacting MCFT in such circumstances.

Each therapeutic relationship is different because it is tailored to the individual client's needs. Generally, the first sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation,

MCFT will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with MCFT. If you have questions about MCFT's procedures, we should discuss each and every question you have whenever a question arises. If your doubts persist, MCFT will be happy to help you set up a meeting with another mental health professional for a second opinion or to provide you with referrals to other medical or mental health professionals at no expense to you.

### Appointments

Appointments will ordinarily be 50 minutes in duration, once per week, at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, MCFT requests that you provide at least 24-hours notice. If you miss a session without canceling, or cancel with less than 24-hours notice, MCFT's policy is to bill you the full session price. Please note that you may cancel or reschedule a session via email, over the phone or in person. You are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

### Professional Fees and Services

The fee for each fifty-minute session is \$115.00. You are responsible for paying at the time of your session. Payment may be made by check, credit card or cash. Any checks returned to MCFT are subject to an additional fee of up to \$25.00 to cover the bank fee that MCFT will incur. If you refuse to pay your debt, MCFT reserves the right to utilize the services of an attorney or collection agency to secure payment to the extent permissible by law. Please note that your session fee also pays for any time MCFT spends consulting directly with other members of your treatment team and providing reasonable updates as needed to family or other supports as you deem appropriate. It is important for you to understand that if you request MCFT to perform services outside of the scope of what is defined above, additional fees will be charged on a prorated basis.

MCFT and Becky Materniak do not participate with any insurance plans. Should you wish, MCFT will provide you with a detailed receipt of payment for services that you can submit to your insurance company for reimbursement. Please understand, though, that it is completely outside MCFT's control as to whether or not your insurance company or any third-party you hope will make payments will reimburse or refund you – in whole or in part. Any questions about insurance or third-party payment coverage should be directed to the person or entity you hope to make payments. MCFT will happily answer questions and provide receipts but cannot make any guarantees whatsoever with respect to reimbursement, refunds, or payments by an insurance company or any other third-party.

### Professional Records

MCFT is required to keep appropriate records of the therapeutic services that MCFT provides. Your records are maintained in a secure location in the office or electronically using reasonable means to protect electronic data. MCFT keeps brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis (if any), topics we discussed, your

medical, social, and treatment history, records MCFT receives from other providers, copies of records MCFT sends to others, and your billing records.

You have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, MCFT recommends that you initially review them with MCFT, or have them forwarded to another mental health or medical professional to discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider upon your written request.

MCFT reserves the right to maintain your records in paper format, digital format, electronic format, or any other format. MCFT cannot and does not guarantee against data breaches or theft of information by unlawful means. However, MCFT can and does take reasonable precautions.

Please note that MCFT does not record or tape sessions in any way, so there is no need for us to discuss how those records would be kept. You agree not to tape or record sessions in any way without the express, written consent of MCFT.

MCFT reserves the right to destroy or dispose of all records five (5) years after the therapeutic relationship has terminated without additional notice to you or for a longer period of time if required by law.

### Confidentiality

MCFT's policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together. For the purposes of this Informed Consent, it is important that you understand certain limits of confidentiality, including:

- (1) Disclosures required by Law, such as the mandatory reporting of child or elderly abuse or neglect or mandatory government agency audits or investigations (such as a professional licensing board or the health department);
- (2) Disclosure required by court order or other compulsory process (*e.g.* subpoena, summons, etc.);
- (3) Disclosure necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat. In other words, if MCFT believes you intend to harm somebody else, MCFT is required, by law, to take reasonable steps to protect the person in potential danger and will attempt to do so.

### Parents and Minors

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is MCFT's policy not to provide treatment to a child whose age is 13 or under unless s/he agrees that MCFT can share whatever information MCFT considers necessary with a parent. For children 14 and older, MCFT requests an agreement between the client and the parents allowing MCFT to share general

information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless MCFT determines there is a reasonable safety concern, in which case MCFT will make every effort to notify the child of MCFT's intention to disclose information ahead of time, but only to the extent doing so is possible, and MCFT will make every effort to handle any objections that are raised by the child, but only to the extent doing so is possible.

## Voluntary Nature of Therapy

It is entirely your decision as to whether you would like to start or continue to work with MCFT. If, for whatever reason, you are unhappy with the services being provided or with the process, it is your right to terminate for any reason whatsoever. MCFT requests, but does not require, that you speak with MCFT before making this important decision, because sometimes clients consider terminating during important times in therapy because the process is hard or emotional, yet later come to realize that these more difficult times are very important in the therapeutic process.

If you do choose to terminate working together at any time, MCFT will reasonably assist in the transition of care to a new provider upon your request.

MCFT has the right to terminate services for any reason whatsoever to the extent permissible by law and by ethical considerations regarding professional conduct for licensed professional counselors.

## Contact

Becky Materniak is your primary contact at MCFT. Becky can be contacted by phone, (636)542-1100, and/or email (materniakcounseling@gmail.com). Often, Becky is not available immediately, as she does not check email or answer her phone when she is with clients or otherwise unavailable. At these times, you may leave a message on her confidential voicemail and your call will be returned as soon as possible. If, for any number of unforeseen reasons, you do not hear from Becky or she is unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, and/or 2) call 911. Becky will make every attempt to inform you in advance of planned absences, and to provide you with the name and phone number of any mental health professional covering MCFT's practice.

## Other Rights

If you are unhappy with what is happening in therapy, MCFT hopes you will discuss your concerns so that MCFT can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that MCFT refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about your counselor's specific training and experience. You have the right to expect that your counselor will not have social or sexual relationships with clients or with former clients.

## Communication Via Email

MCFT will endeavor to communicate with you periodically. If you agree by signing this Informed Consent, we may communicate by telephone, in person, by mail, and by e-mail. Although there is some risk that e-mail transmissions may be intercepted by and reviewed by outside parties, there is a reasonable expectation of privacy with respect to such transmittals. Accordingly, e-mail is now considered a form of communication that protects confidentiality even with the slight risk of interception. Moreover, e-mail offers the distinct advantage of being an extremely fast means of sharing information with each other. By signing this Informed Consent, you agree to communicating via e-mail with the understanding that there is always the slight risk of interception.

Advice about Possible Outcomes

Either at the commencement of or during the course of our therapeutic relationship, MCFT may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by MCFT is intended to be an expression of opinion only, based on information available to MCFT at the time, and should not be construed by you as a promise or guarantee.

Legal Advice

In this Informed Consent, MCFT is not providing legal advice. If you seek legal advice with respect to any of the terms herein, please contact an attorney.

**BY SIGNING THE SIGNATURE PAGE ATTACHED TO THIS DOCUMENT, YOU AND MCFT AGREE TO THE TERMS AND CONDITIONS STATED IN THIS INFORMED CONSENT AND TO THE TERMS AND CONDITIONS STATED IN THE NOTICE OF PRIVACY PRACTICES. YOUR SIGNATURE INDICATES AN EXPRESS AGREEMENT TO PARTICIPATE IN PSYCHOTHERAPY.**

**INFORMED CONSENT SIGNATURE PAGE**

Agreed and Accepted:

\_\_\_\_\_ Date: \_\_\_\_\_  
Client

\_\_\_\_\_ Date: \_\_\_\_\_  
Materniak Counseling and Family Therapy  
By: Becky Materniak, LPC, NCC