



INFORMED CONSENT FOR PROFESSIONAL COUNSELING SERVICES

Robert W. Montgomery, MS, LMFT

DESCRIPTION OF PRACTICE

Robert W. Montgomery, MS, LMFT Marriage and Family Therapist provider under the practice, Reflection Therapy Services. He is licensed in the State of Alabama (License # 426) and is a systems therapist and is solely responsible for your counseling care. Should you have any questions or concerns regarding your treatment, please address these issues directly with him. Including general therapeutic services, other therapeutic modalities are offered, including therapy for caregivers and DISC Couples/Individual Assessments. Questions about his care may be directed to: Alabama Board of Examiners in Marriage and Family Therapy; *Phone: 334-395-7455.*

YOUR RIGHTS AS A CLIENT

- You have a right to ask questions about any procedures used during therapy; if you wish, your therapist will explain her usual approach and methods to you.
- You have the right to decline the use of certain therapeutic techniques.
- You have the right not to receive therapeutic assistance from this therapist.
- You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. And you have the right to return to therapy.
- Your therapist has the right to dismiss you from the practice.
- You have the right to review your records in the files at any time.
- You have the right to confidentiality: Within certain limits, information revealed by you during therapy will be kept strictly confidential and will not be revealed to any other person or agency without your written consent.
- You have the right to release your records to any person or agency you designate.
- You have the right to request restrictions on certain uses and disclosures of your protected health information and receive confidential communications by alternative means.
- You have the right to be treated by your therapist in a consistently competent, ethical, and respectful manner.
- You have the right to discuss your treatment, concerns, questions, complaints, or any other matter with your therapist and your therapist welcomes you to do so.

GENERAL INFORMATION

- 1. APPOINTMENTS:** Appointments are scheduled for 50 minutes. Clients typically are seen weekly or bi-weekly, or as decided upon with you and your therapist. **Please provide supervision for minors at all times while they are in the waiting area.**
- 2. MISSED AND RESCHEDULING APPOINTMENTS:** If an appointment needs to be cancelled, the client must cancel within 24 hours of the scheduled appointment. For a Monday appointment, please cancel by 5:00 p.m. on Friday. Late cancellations and missed appointments will be billed at the full session fee and payment will be expected before the next scheduled appointment. If three sessions are missed without cancellation within 24 hours of the scheduled appointment the therapist has the right to terminate therapy.
- 3. PHONE CALLS:** IN THE EVENT OF A SAFETY OR LIFE-THREATENING EMERGENCY DO NOT CALL THE OFFICE. CALL 911 AND/OR REPORT TO YOUR LOCAL EMERGENCY ROOM.

When calling, you will always receive a voicemail message. Your therapist will always try to return your call within 24 hours, except for calls made on Friday, Saturday, or Sunday when the call will be returned during business hours resuming on Monday.

- 4. REFERRALS:** Your therapist does not hospitalize anyone. If your treatment needs to include inpatient services, your therapist will refer you to a private psychiatrist, emergency room, or mental health facility for an evaluation.
- 5. CONFIDENTIALITY:** Issues in therapy are private and are considered legally protected as privileged information as per Ala. Code §34-8A-1. However, there are exceptions to this confidentiality. These exceptions include but are not limited to:
 - A).** **If you threaten to harm yourself or someone else and your therapist believes your threats to be serious, your therapist is obligated to take whatever actions necessary to protect you or others from harm. This may include divulging confidential information to others including law enforcement personnel.**
 - B).** **If your therapist has reason to believe that a child, elderly or handicapped individual is being abused, neglected, exploited, or endangered, your therapist is mandated by Alabama law to report this to the appropriate agency.**
 - C).** **If you are involved or may in the future be involved in litigation of any kind and your mental health becomes an issue before the court, your treatment records may be mandated for disclosure to the court, but only by duly authorized court order.**

6. FEES AND PAYMENT: Payment for each session is based on 50 minutes. Pay for services is due at the end of your appointment. Increase in fees is not subject to prior notification. Receipts at the end of each session are available upon request. Claim forms for insurance filing are also available. Checks, cash, or credit cards are acceptable means of payment. There will be a \$35.00 charge for checks returned because of insufficient funds. Financial responsibility for services rests with the client or family. *Reflection Therapy does not bill insurance.*

7. PSYCHOLOGICAL EVALUATIONS: Reflection Therapy refers to a psychologist for any psychological evaluations that may be required or requested by the therapist and/or client. The psychologist will bill these services separately.

8. ENDING THERAPY: Once you have achieved your treatment goals, you and your therapist will collaborate in making the decision to terminate your treatment. Regular participation in therapy is required in order for therapy to be effective. Irregular attendance may be a sign of conflicted feelings about therapy, which can be discussed with your therapist. If a client does not make regular appointments or appointments are regularly missed, the therapy may not be productive.

Your therapist will never terminate with you to become your friend, your client, your customer, your supervisor, your teacher, or to establish any other kind of relationship with you.

Regular assessments of your progress will be discussed with you. Your therapist may terminate with you if he/she cannot provide therapy that fits your specialized treatment needs, if you do not comply with the mutually developed treatment goals and procedures, if you are not benefiting from therapy, if you do not pay your bill, if you become violent, abusive, or litigious, or if the therapy relationship is compromised in any way due to unforeseen circumstances.

9. INITIAL ASSESSMENT: At the initial assessment, the therapist and the client will assess your needs. If the therapist or the client feels that another therapist may be a more efficient fit, the therapist may refer the client to another therapist either within or outside of Reflection Therapy. Assessment does not stop after the first session, and as information is gathered, the therapist may decide that a referral is in the best interest of the client.

10. BENEFITS AND RISKS: There are no guarantees that any or all of your problems will be remedied by pursuing treatment with Robert W. Montgomery, MS, LMFT. There are no guarantees of what feelings you will experience or how or when healing will take place.

Efforts to make changes may involve the experience of varying emotions which may heighten during sessions. You may experience feelings of anxiety, fear, anger, depression, frustration, tears, joy, or laughter. Efforts to improve relationships between family members, marital or romantic partners, and other persons can lead to discomfort or to unanticipated relationship changes. Connections with significant others may be improved and/or disrupted as change occurs.

Clients may also experience strong feelings toward the therapist. It is your therapist's task to help contain these feelings in such a way that you feel safe in the therapeutic relationship. Feelings and behaviors are two different phenomena and *it is expected that both therapist and client will not act on inappropriate feelings*. Sexually acting out is not ever a possibility in your relationship with your therapist and is unethical.

11. MINORS: Confidentiality with regard to psychotherapy is a special topic when the client is a minor. *A minor in the state of Alabama is defined as a child 13 years or younger.*

12. VISITATION AND CUSTODY: It is unethical for a therapist to be in the dual relationship of therapist and as an evaluator of custody or visitation. Your therapist is not trained in forensic psychology and does not evaluate custody or visitation.

13. NO SECRETS POLICY WITH COUPLES OR FAMILIES: When the therapist agrees to treat a couple or a family (the treatment unit), *the therapist considers that couple or family to be the client*. The therapist may need to share information learned in an individual discussion with the entire treatment unit - that is, the family or the couple, if the therapist is to effectively serve entire unit being treated. During the course of therapeutic work with a couple, the therapist may see or speak separately with a smaller part of the treatment unit (e.g., an individual or two siblings). You should see these discussions as a part of the therapeutic work of the family or couple, unless otherwise indicated. The therapist will use best judgment as to whether, when, and to what extent disclosures will be revealed. This "no secrets" policy is intended to allow your therapist to continue to treat the treatment unit by preventing a conflict of interest to arise where an individual's interests may not be consistent with the interests of the treatment unit.

Note: Request for release of records by one member of the treatment unit, requires a signed release form from ALL members within the treatment unit.

14. TEXTING, EMAIL, AND PHONE COMMUNICATIONS: Because these means of communication cannot be deemed secure and confidential, *therapy is not conducted over the phone, or texting, or email*. However, texting may be used to cancel or reschedule an appointment.

15. FIREARMS AND WEAPONS: The office is a firearm/weapon-free zone. NO WEAPONS OF ANY KIND ARE ALLOWED.

16. CONSENT FOR TREATMENT: By signing the Informed Consent Form, I am stating that I have read and understand these policies and that I agree with all parts of this **Informed Consent for Reflection Therapy Services** document.

17. FINANCIAL RESPONSIBILITY AGREEMENT: I understand that I am responsible for all professional services rendered and agree to remit for services at the end of each session. The therapist rendering services reserves the right to raise fees without notice. I have read and understand, agree with and will comply with the above-mentioned fee and payment policies.

18. INFORMED CONSENT AGREEMENT: I hereby voluntarily apply for and consent to professional services provided by Robert W. Montgomery, MS, LMFT

A COPY OF THIS CONSENT WILL BE GIVEN UPON REQUEST