## Leahan Doar, L.P.C., LLC

A Limited Liability Corporation 7511 St. Andrews Road, Ste. 1, Irmo, SC 29063

## Informed Written Consent for Treatment with Leahan Doar, L.P.C., LLC

## **Description of Services**

As a therapist, I am specially trained to understand and treat various mental, emotional, and relational problems. Your counseling may include various forms of therapy, depending on your needs and motivation. I may work with you individually or as a member of a couple, family or group. Therapy is hard, emotionally intense work, and you and/or your situation may get worse before getting better. This is a voluntary agreement and you may choose to terminate at any time without penalty. I have a Masters degree in Counseling, have passed the National Counselor Examination, and am a Licensed Professional Counselor with the state of South Carolina. There are, however, no guarantees regarding treatment outcomes.

#### **Philosophy**

I believe that people are God's creation and that they function best when in proper relationship with God, self, and others. For this reason, I tend to address all aspects of the person – emotional, mental, physical, and spiritual – in my counseling. I am a committed Christian and, as such, my overall worldview is based on and shaped by biblical principles. This includes my definitions of both health and dysfunction. At no time, however, will I force my beliefs on you or discuss spiritual issues without your willingness and consent.

### **Client Rights**

- 1. To receive help, regardless of socioeconomic status, physical attractiveness, race, religion, sex, creed, or physical disability.
- 2. To know that therapy involves hard work, personal risk, discomfort, and pain, and that progress is unlikely without consistent, concerted effort on your part.
- **3.** To understand the meaning of confidentiality how data will be handled, who else has access to privileged communication, and in what circumstances it may be violated.
- **4.** To review, revise and have an active part in the design of the treatment plan.
- 5. To a contractual arrangement, with fees and conditions clearly spelled out.
- **6.** To refuse treatment to the extent permitted by law.

#### **Contract for Therapy**

- 1. Responsibility: LMCC is an executive building housing the wholly independent offices of several licensed professional counselors. Each LPC operates autonomously from all other counselors in the building. Under no circumstances does any partnership or incorporation exist between counselors at or with LMCC. None of the counselors are employed by LMCC, and there is no records department. All scheduling and records are kept with each independent counselor. Steve Arneson is the only counselor directly and legally connected to LMCC.
- 2. **Scheduling:** All appointments are scheduled directly with me. It is generally best if a mutually agreeable time can be arranged on a weekly basis.
- **3. Sessions:** A counseling session runs 50-55 minutes. Any phone conversations over 10 minutes will be billable on a pro-ratable basis.
- **4. Phone Calls:** If you need to get in touch with me, please call me at (803) 781-1003. If phone or FaceTime sessions are preferred, I will make every effort to insure confidentiality on my end of the call. I cannot, however, guarantee the security of the carrier's cellular technology or of the setting on your end.

- 5. Fees: My current fee is \$100 per session, payable by cash or check. You will be notified prior to any fee increase. The 50-55 minute session includes the time necessary to make payment and schedule your next appointment. Payment is due at the end of each session. Checks should be made payable to Leahan Doar. Late fees will be charged for overdue accounts, and delinquent balances may be pursued through a collection agency or the court system. All additional charges incurred for collection will be passed along to you.
- 6. Insurance: Under certain circumstances, the cost of counseling may be paid in part or in whole by your insurance company. It is your responsibility to verify coverage and to obtain any necessary referrals from your physician's office. You are responsible for paying deductibles, co-pays and any part of the fee not covered by insurance.
- 7. Cancellation: If cancellation is necessary, please make the cancellation at least 24 hours in advance. *Important! The full session fee will be charged* for any cancellation not made at least 24 hours in advance and for any and all missed appointments. NOTE: Insurance does not cover missed appointments. These will be charged IN FULL to you.
- **8.** Confidentiality: What you say and do in sessions with me will be kept in strict confidence. South Carolina law and HIPAA law requires the therapy relationship to be both professional and confidential. What is revealed in this setting is protected by legal, professional, and ethical standards, such that, with a few important exceptions, all material is confidential and not released without your written consent. These exceptions are as follows:
  - A) If I come to believe that you are threatening serious harm to another person, I am required to try and protect the other person by notifying him/her and the police, and by possibly seeking your hospitalization. Note: This includes any situation in which an HIV+ person is engaging in sexual contact with another person without first divulging their HIV status. This is also a felony in South Carolina. If you are HIV+, I will assist you in contacting the Health Department to implement the partner notification process (which does not result in your identity being divulged to the party at risk).
  - B) If you threaten or act in a way that is likely to harm yourself, I may have to seek hospitalization for you or contact family members or others who can help protect you.
  - C) In an emergency, where your life or health is in immediate danger, I may release to another professional information that would protect your life without your consent if I cannot get it.
  - D) If a child, an elderly person, or a disabled person is being abused by neglect, assault, battery, or sexual molestation, I am required by law to report this to authorities.
  - E) If a judge orders me to release records or to testify in court, I must comply.
  - F) If your are using insurance to help pay a part of my fees, they will require me to give them some information about our therapy. This generally includes your diagnosis, my fees, and the dates of our sessions. They may also sometimes request treatment plans and a summary of treatment. Once I have released information to an insurance company, I cannot control who sees the information.
  - G) I may sometimes consult with other professionals about your treatment. If this should happen, your name will not be revealed and the other professional is legally bound to hold the information in strictest confidence.
  - H) If your account is overdue (unpaid), and we have not arranged a payment plan, I can use legal means to collect the fees. The only information I will give to the court, a collection agency, or a lawyer would be your name, address, dates we met for professional services, and the amount due to me.
  - I) If you have an unpaid balance, a statement including my name and office address may be mailed to the address you provided.

- 8. Confidentiality with children: Children under the age of about 12 have little legal right to keep information shared in therapy from their parents if parents ask. Between ages 12-18, children begin to assume more legal rights as they become more able to understand and choose. If this is the case, while most specific details will be treated as confidential, parents or guardians do have the right to general information regarding therapy. Regardless of your child's age, I ask that you allow me the freedom to hold specific details of our conversations in confidence unless I determine that the information is necessary for you to know. This allows the therapy relationship to be a safe place for your child.
- **9.** Confidentiality in individual couples/marital counseling: If you choose to tell me something your spouse does not know, I cannot ethically agree to keep it from him or her if it would harm him or her not to know. I will work with you to decide on the best long-term way to handle situations like this.
- **10. Out-of-office Contact:** Professional Ethics require that the counseling relationship be kept separate from any other relationship as much as possible. As a result, I cannot see you socially or enter into any business or other relationship besides the therapeutic one, no matter how rational or beneficial it may seem at the time. If we encounter one another in a public setting, I will speak only if you initiate conversation and I will probably minimize our conversation so as not to run any risk of breaching confidentiality in an open environment.
- 11. Records: Your file is kept under my locked personal supervision. The file includes your information sheet, case notes on each session, this contract, testing results, records of telephone conversations, and any other written communication you might give me. State and Federal (HIPAA) laws will dictate all record protection.
- 12. Court Appearances: While I do not make court appearances, if I am asked or subpoenaed for a court appearance, I must have one week's prior notice to make arrangements and cancel other appointments. My rate for a court appearance is two full days (16 hours) at \$120 per hour, or a total of \$1920 for each one day's appearance. Even if the court time is one hour, the full rate will apply for my scheduling/ preparation/and actual court appearance time. Any travel expenses or additional preparation charges will also be added. Payment must be made one week prior to the court date and is non-refundable. It is my policy that, if counseling does not resolve marital difficulties and you seek a divorce, you agree not to request my testimony for either side in divorce or custody cases.
- **13. Termination of counseling occurs when:** A) Treatment and goals are completed successfully, and counseling is no longer necessary, or B) the counselor and/or the client believe counseling for any reason is no longer necessary or C) a client has not seen the counselor for a period of 60 days and no future session has been scheduled.
- **14. Emergencies:** In the event of an emergency, you can contact the on-call counselor at 803-673-0902. You may also wish to dial 911 or go to your local emergency room. If you are having suicidal thoughts, contact the National Suicide Prevention Lifeline at: 1-800-273-8255.

I certify that I understand my rights in counseling and agree to comply with the above therapy arrangement.

Client 1 Signature	Date	Client 2 Signature	Date
Print Name		Print Name	
Counselor's Signataure	Date		

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# Statement of Understanding Limits of Liability and Responsibility

You are entering/have entered into a counseling relationship with Leahan Doar, LPC, LLC. While my counseling office is physically located in the Lake Murray Counseling Center executive building and all counselors in the office share the center's website and voicemail system for mutual convenience, I am wholly independent and separate from Lake Murray Counseling Center/Steve Arneson and all other counselors working in the building. I maintain an individual business license with the Town of Irmo, and I am not presently, nor have I ever have been, a partner, agent, employee, or supervisee of Lake Murray Counseling Center or Steve Arneson. With the exception of a monthly rental fee, Lake Murray Counseling Center/Steve Arneson receives no financial payment or benefit from the counseling services I provide.

I certify that I understand the statement of separateness above and agree to hold harmless Lake Murray Counselin Center/Steve Arneson for any issues or conflicts that may arise from any and all counseling services provided by Leahan Doar, LPC, LLC.					
Client 1 Signature	Date	Client 2 Signature	Date		
Print Name		Print Name			