

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. LMCC is a landlord and I am strictly a tenant. 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 \$110 per session. 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 you 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.

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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. Lake Murray Counseling Center is my landlord, and I am strictly a tenant. 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 Counseling 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

Insurance Use Considerations and Informed Consent

Should I Use Health Insurance?

While health insurance may sometimes help with the cost of counseling, there are some significant concerns that you need to be aware of before making the decision to file with insurance:

1. In order for insurance to be utilized, a **diagnosis of a mental health disorder** (ex: mood disorder, anxiety disorder, eating disorder, etc.) must be provided. This diagnosis becomes a part of your permanent medical record and can be detrimental in future attempts to get life insurance, certain jobs, etc. Insurance will not cover counseling without this diagnosis.
2. Once insurance is filed, the **insurance company has access to both your diagnosis and treatment notes**. In fact, this information becomes critical in justifying “medical necessity” of your treatment, and the information must be provided upon request. In the event of an insurance audit, the entire treatment file would have to be turned over.
3. In most cases, **insurance only covers a part of the counseling cost**. In the case of high deductible plans, insurance may never start paying. It is important to weigh the financial benefit (if any) of filing with insurance against the loss of control over your privacy and potential long term impacts of a mental disorder diagnosis in your/your child’s permanent medical record.
4. When a client uses insurance, the therapist is **required to use treatment methods** that are covered by the insurance plan and focus on only those issues that are deemed medically relevant by the insurance company. This leads to a more clinical, less personal approach to therapy and can greatly limit the scope and effectiveness of therapy in certain situations.
5. If you want to avoid filing with insurance but have financial limitations, the frequency of sessions can always be adjusted to accommodate your ability to pay.

If you choose to file with insurance, please provide your insurance information below. Provision of this information will signify that you have read and understood the considerations and concerns listed above.

Insurance Information:

Insurance Company: _____ Policy #/ID: _____

Responsible party:

Name: _____ SSN: _____ DOB: _____

Address: _____ Employer Name: _____

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**Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Client's Rights**

This notice describes how medical information about you may be used and disclosed and how you may get access to this information. Please review it carefully. Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time as permitted by law. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office and on my website (**if applicable**). A copy of this statement is always available on request.

All information revealed by you in a counseling or therapy session and most information placed in your counseling/therapy file (all medical records or other individually identifiable health information held or disclosed in any form [electronic, paper, or oral] is considered "protected health information (PHI) by HIPAA. As such, your protected health information cannot be distributed to anyone else without your expressed informed and voluntary written consent or authorization. The exceptions to this are defined immediately below. Additional information regarding your rights as a client can be found in the Informed Written Consent for Treatment document.

**Use or Disclosure of the following protected health information does not require
your consent or authorization:**

1. Uses and disclosures required by law (e.g. files court ordered by a judge)
2. Uses and disclosures about victims of abuse, neglect, or domestic violence (e.g. duties to warn explained in the Informed Written Consent for Treatment document)
3. Uses and disclosures for health and oversight activities (e.g. correcting records or correcting records already disclosed)
4. Uses and disclosures for judicial and administrative proceedings (e.g. a case where you are claiming malpractice or breach of ethics)
5. Uses and disclosures for law enforcement purposes (e.g. you intend to harm someone else)
6. Uses and disclosures for research purposes (e.g. using client information in research while always maintaining client confidentiality)
7. Uses and disclosures to avert a serious threat to health or safety (e.g. calling Probate Court for a commitment hearing)
8. Uses and disclosures for Worker's Compensation (e.g. the basic information obtained in therapy/counseling as a result of your Worker's Compensation claim).

Your Rights as a Counseling/Therapy Client under HIPAA

1. As a client, you have the right to see your counseling/therapy file. Psychotherapy notes are afforded special privacy under HIPAA regulations and are excluded from this right.
2. As a client, you have a right to receive a copy of your counseling/therapy file. Psychotherapy notes are afforded special privacy under HIPAA regulations and are excluded from this right.
3. As a client, you have a right to request amendments to your counseling/therapy file.
4. As a client, you have a right to a history of all disclosures of protected health information.
5. As a client, you have a right to restrict the use and disclosure of your protected health information for the purposes of treatment, payment, and operations. If you choose to release any protected health information, you will be required to sign a Release of Information form that details exactly to whom and what information you wish disclosed.
6. As a client, you have a right to register a complaint with the Secretary of Health and Human Services if you feel your rights, herein explained, have been violated.

Prior to counseling or therapy, you will receive 1) A copy of this page and 2) my Informed Written Consent for Treatment document. It will be necessary for you to sign a certificate indicating that you have received, read, and understand both documents. This certificate will be placed in your counseling/therapy file. Please do not sign the certificate if you do not understand any part of the HIPAA Client's Rights or Informed Written Consent for Treatment document. I will be happy to explain these further.