

Nicole Piland, Ph.D., LMFT
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INFORMED CONSENT

CONFIDENTIALITY: I understand that what I share in therapy is confidential and that my case records will be kept confidential and private, *unless disclosure is authorized or required by law*. I understand that the therapist is required by law to disclose confidential information without my consent in certain circumstances to include, but not limited to the following: if I am evaluated to be a danger to myself or others; if I am a minor, elderly, or disabled person, and the therapist believes I am the victim of abuse or neglect, or if I divulge information about such abuse, or if a court order or other legal proceedings or statute require disclosure. ***If seeking child or marital therapy, I agree at the start of therapy that my records or my child's records will NOT be requested in court by either party's attorney should the decision to divorce be made or if a custody modification is filed.*** I understand that Dr. Piland may at times consult, for the purpose of receiving supervision, with other licensed colleagues about the services she provides, in order to provide me the most effective interventions and services, while maintaining my anonymity.

FEE POLICY: I understand that Nicole Piland, Ph.D. charges \$125.00 per 50-minute session. I understand that payment is expected at the end of each session, unless other contractual agreements have been made with the therapist. If the agreement for payment of services is not maintained, future appointments will not be made until I and the therapist agree on how I will pay for past and future sessions. **I understand that I am responsible for submitting a request for reimbursement to my insurance plan, and that Dr. Piland is not a network provider for 3rd party payers.**

If I am unable to keep an appointment, it is my responsibility to notify the office immediately. If an appointment is missed or canceled without 24 hours prior notice, except in the case of an emergency, **I understand I will be billed \$60 for the missed session, or the full fee for extended length sessions.**

THERAPY SERVICES: I understand that therapy is a joint effort between the client and the therapist, the results of which cannot be guaranteed. In order to gain the greatest possible benefit from participating in therapy, my firm and committed efforts to change thoughts, feelings, and interactions will be required. I understand that therapy sessions will last 50 minutes, unless 30 or 90-minute+ sessions are scheduled.

I understand that therapists are expected to provide services to their clients only within the boundaries of their competence, maintain competence, and improve their skills and knowledge through continuing education and other activities; that therapists are expected to acknowledge, be sensitive to, and respect the diversity of values, attitudes, opinions and culture of clients, and to avoid engaging in any behavior that is discriminatory, harassing, or demeaning to others; and, that therapists are expected to avoid engaging in personal relationships with clients outside of the professional relationship, which might lead to exploitation of their clients or impair objectivity in the professional role.

CONSENT: I voluntarily consent to receive therapy services or have my child accept services provided by Nicole Piland, Ph.D. ***I authorize the release of pertinent session dates, diagnosis and payment information to my insurance company if I choose to seek a superbill for reimbursement for these services.*** I understand that this consent to services will be valid and remain in effect as long as I attend therapy, unless revoked by me in writing. I certify that this form including statements on the limits of confidentiality, has been fully explained to me, that I have read it or had it read to me, that I understand its contents, and have had the opportunity to ask any questions. **I certify that I have legal authority to give consent for the treatment of all minor children that are included in therapy.** I understand that payment for services is required at the time services are rendered and that I am responsible for payment of missed sessions.

_____ Client	_____ Date
_____ Provider/Therapist	_____ Date

_____ Client	_____ Date
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Informed Consent for Technology-based Correspondence

Electronic communication is not considered protected from potential breaches of confidentiality, even when cell phones and/or email accounts are password protected. Phone correspondence also possesses confidentiality risks that cannot be guaranteed as protected; including text messages and voicemail messages. The following safeguards have been taken by your therapist to prevent any breaches of your confidentiality:

- 1) Business cell phone is passcode and face ID protected
- 2) Voicemails will be deleted within 24 hours
- 3) Your full name will not be saved as a 'contact' in the contacts address book
- 4) Your full name will not be used in schedule/appointment reminders.

(Initial below)

_____ I have read and understand the limits of confidentiality regarding electronic correspondence.

_____ I would like to receive appointment reminders via text messages which omit any identifying information.

_____ When applicable, I give permission to receive emails for materials that are in electronic form related to session discussions with my therapist (e.g., articles, handouts, homework materials).

_____ I understand that my therapist cannot respond to personal updates/session-related texts between appointments. I will call and leave a voicemail for my therapist if an urgent matter develops between sessions OR contact my therapist to arrange for an earlier appointment.

LEGAL INVOLVEMENT AND COURT-RELATED ADDENDUM:

- 1) A TREATING THERAPIST can't also be an EXPERT WITNESS. An expert witness can be court-appointed and used to evaluate various parties involved and form an opinion as to the matter(s) at hand. Often, attorneys will attempt to involve a treating therapist as a basis for their case, and ask them to give an opinion or form a judgment about the circumstances at hand or persons involved; in lieu of going through the proper channels to acquire a court-appointed evaluator. This is sometimes done to ambush the opposing council with information they may or may not have had access to or when a request for a court-appointed evaluator has been denied.
- 2) Once a therapist is called to testify, the therapist-client relationship often must be terminated because the therapist can NOT be placed in a DUAL RELATIONSHIP. Being called to testify puts the therapist in a dual relationship; which is a violation of one's code of ethics under their licensure.
- 3) Psychotherapy notes are protected by HIPAA and cannot be protected once in the hands of a 3rd party. Many attorneys will tell their clients those notes can be subpoenaed. Technically, they can be subpoenaed, but a judge most often will NOT require the protected notes to be turned over by the treating therapist. Psychotherapy notes can be released if ordered by the judge, and/or if ALL parties connected to the chart file give permission to release the requested information.
- 4) A FACT WITNESS can only provide factual information about the parties involved in care. Thus, if I were to be called to testify regarding our therapeutic relationship, I could not provide an opinion about another parent, spouse, or third party I've never met. I am only limited to describing the timeframe for which I have worked with you, the dates of service, and the general focus/purpose of our sessions.

I have read and understand the implications of pursuing legal action and the relationship to the psychotherapy services I am receiving.

I do not intend to have my psychotherapy records or my treating therapist subpoenaed for a pending divorce/custody case or modification.

Signature

Date

PRINTED NAME

Signature

Date

PRINTED NAME