

PEGGY L. FERGUSON, PH.D., LADC, LMFT

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CONSENT FOR UTILIZATION OF COUNSELING SERVICES

Date: _____ Client Name(s): _____

I hereby voluntarily consent to utilizing the services provided by Peggy L. Ferguson, Ph.D. I realize that Dr. Ferguson is an nationally certified, and state licensed alcoholism/drug addiction counselor, and state licensed marriage and family therapist whose specialty is working with people recovering from substance use disorder, and their families, and is not a medical doctor, psychologist, psychiatrist, case manager, or social worker. Dr. Ferguson **does not** write prescriptions.

I understand that I have a right to ask questions regarding the methods, duration, cost and goals of counseling, the right to discuss any concerns I may have about my progress in counseling, and the right to terminate counseling if I feel that I am not making progress. I further understand that treatment planning, guidance, recommendations, and counseling content

in general, is based on what I disclose to Dr. Ferguson, and that my honesty is crucial to receiving appropriate services and help. I agree to maintain honesty with Dr. Ferguson. I agree to use counseling goals established in early sessions as a treatment plan of action, keeping in mind that counseling goals and treatment plans may be modified as needed by Dr. Ferguson and me together, as needed.

I understand that one of my most important rights involves confidentiality. Within certain limits, information revealed by me during counseling will be kept strictly confidential, and will not be revealed to any other person or agency without my written consent. I also understand that there are certain limits to confidentiality as specified by law and/or professional ethics. Some of the limits to confidentiality include a) a client threatening bodily harm or death to another person, b) a client expressing serious intent to grievously harm himself/herself, c) a court issuing a legitimate subpoena, d) a counselor has good reason to believe that a child is a victim of physical or sexual abuse or neglect. I understand that under the above conditions (and others), the counselor is duty bound to break confidentiality.

I understand that the name(s) and phone number(s) of the person(s) I supply as emergency contact(s) may be contacted in case of any kind of emergency, whether physical injury or illness or in case of emotional, psychological, or therapeutic emergency.

I understand that many physical illnesses and/or medications involve some of the same symptoms of emotional/mental health issues. To rule out physical/medical/medication cause and/or contribution to presenting symptoms, as well as to appropriately coordinate care and services, clients are encouraged to have routine medical checkups/exams and consultations as appropriate with their medical providers. I understand that occasional consultation between my primary care physician or my other medical providers may be appropriate and I give my consent to release information necessary to effectively facilitate such consultation.

I also understand that Dr. Ferguson is a solo practitioner and may have need to consult with other practitioners for my optimal care. I understand that Dr. Ferguson may consult with providers with whom she has an QSOA (Qualified Service Organization Agreement). I consent to consultation between Dr. Ferguson and QSOA partners (e.g., Dr. Linda Evans, psychologist). Any other consultation which would release any identifying data about me would require my expressed, written consent.

I understand that any assessments, evaluations, or records made or kept in the course of treatment are for clinical purposes only and are not intended for forensic (court) purposes, including social security hearings and divorce proceedings. LMFTs are ethically bound to resist the "improper" use of their records and any such resistance to improper use resulting in legal expenses shall be born by the parties attempting to suborn such release of information.

I understand that Dr. Ferguson charges \$175.00 per fifty-minute individual and family sessions. The first session, a history and evaluation session is charged at \$250.00 per fifty-minute session. Payment is expected at the time that services are rendered (with exception). I further understand that “late hours” appointments are available on a limited basis and that 5:00 p.m. appointments carry an additional fee of \$10.00 per session, for which I am personally responsible.

I also understand that Dr. Ferguson provides online counseling primarily. Although such “telehealth”/“telementalhealth” sessions are convenient and appropriate for most counseling sessions, they are **not** meant for emergency use. Telehealth platforms such as doxy.me and Psychology Today’s “Sessions” provide HIPAA and industry standards’ levels of Security and Privacy. I understand that it is the patient’s responsibility to make sure that they are in a private, secure, safe, location where they can maintain the level of privacy and confidentiality that you would expect in your counselor’s office. Sessions may not be recorded by either party without written consent from both parties. Patients are expected to not be engaged in other activities, such as driving or other distracting activities, at the time of the telehealth session. People who are not engaged in the counseling session may not be present in the room during the Telehealth session. I also understand that insurance may or may not pay for my telehealth sessions and that I am responsible for making sure

before our sessions that they are covered or that I am willing and able to pay for telehealth sessions out of pocket.

I understand that insurance may be filed for counseling sessions (once per claim) **as a courtesy to the patient**. Patients are responsible for the part that their insurance does not pay (including deductibles, co-pays, not covered charges, out of pocket charges and any other charges) and are responsible for problem solving with their own insurance companies over disputed benefits or payments. I understand that I am responsible for understanding the contents, requirements, and limits of my coverage and will make informed decisions about seeking and continuing services that may not be covered by my insurance.

I understand that I must give twenty four hour notice if I wish to cancel an appointment, or a \$75.00 cancellation fee will be charged, which I, (not the insurance company) will be expected to pay. I also understand that written reports (with appropriate signed releases) requested by me, my insurance company, or some other party designated by me, will be charged at \$200.00 per hour, which is payable by me.

I understand that my counseling services may be terminated by Dr. Ferguson for breaches of this agreement and/or for excessive cancellations or "no shows". I further understand that my counseling can be terminated for delinquent account and that delinquent accounts may be turned over to collection agencies and/or credit reporting companies. Under such circumstances, Dr. Ferguson may release information in order

to collect any unpaid balances after termination of counseling, but that any release of information for this purpose will not involve release of clinical information (other than identification as being in counseling) without expressed written consent.

I understand that Dr. Ferguson is not available 24 hours per day, seven days per week and in the event of Dr. Ferguson's lack of availability during a psychological/emotional crisis, I will contact my local hospital emergency room or crisis management service facility.

I further understand that Dr. Ferguson will provide ongoing treatment to me as long as this level of care is appropriate for my needs. I understand that Dr. Ferguson may discontinue counseling services when outpatient counseling is deemed inadequate for my needs. If appropriate, Dr. Ferguson will make recommendations and refer me to a different level of care as deemed clinically advisable.

I understand that if I am signing consent for services for a minor, that I will be financially responsible for services rendered while they are/were a minor. Even if I am not a minor, I understand that Dr. Ferguson may require a co-signer for financial responsibility for the charges I incur in counseling.

I also understand that there is no guarantee that I will achieve my desired results from counseling.

I certify that I understand the contents of this document, and I give my consent for counseling services.

Client Signature

Counselor Signature

Client Signature

Parent/Guardian Signature

Date Signed

_____ I would like for Dr. Ferguson to contact me after completion of my counseling to inquire about me, to send cards, newsletters, etc., or to participate in outcome assessment (how well counseling worked for me).

_____ I would **not** like for Dr. Ferguson to contact me after completion of my counseling.

Revised 1.1.24