



Jeanette Madkins, PhD, ABPP, PLLC

Counseling Psychologist, License #33945,
Board Certified in Counseling Psychology

PO Box 6273

Round Rock, TX 78683-6273

drjmadkins@medsecuremail.com

979.777.1479

Practice Policies and Informed Consent for Psychological Services

Welcome to my practice. This document (***Practice Policies and Informed Consent for Psychological Services***) contains important information about my professional services and business policies. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and complex, it is very important that you read them and keep a copy for yourself. We can discuss any questions you may have about the procedures or the documents. This is a formal agreement, which can be revoked or revised at any time. Prior to beginning services, we will review this document and I will ask you to sign a form indicating that you have read and understand the information and that you consent to receive psychological services from me, to include treatment and/or assessment.

MY QUALIFICATIONS

I am a ***Licensed Psychologist*** in the State of Texas. I am also ***Board Certified in Counseling Psychology***, having been designated a Specialist by the American Board of Professional Psychology. I completed my undergraduate work and received my Doctorate degree in Counseling Psychology from Texas A&M University. My pre-doctoral internship and postdoctoral work were both completed at the Texas A&M University Student Counseling Service, in College Station, Texas. I completed additional training experiences in community mental health, university counseling, and forensic settings. I have had a variety of experiences in the treatment and assessment of adults struggling with a variety of behavioral health issues.

I am also APIT certified, having been awarded the ***Authority to Practice Interjurisdictional Telepsychology*** from the PSYPACT Commission (www.psypact.org), which has been endorsed by the American Psychological Association, the American Board of Professional Psychology, and the American Telemedicine Association, among others. The PSYPACT Commission has noted several benefits of APIT practice by psychologists:

- Increases client/patient access to care
- Facilitates continuity of care when client/patient relocates, travels, etc.
- Certifies that psychologists have met acceptable standards of practice
- Promotes cooperation between PSYPACT states in the areas of licensure and regulation
- Offers a higher degree of consumer protection across state lines

My APIT designation allows me to practice telepsychology from Texas with clients in the following states: Arizona, Colorado, Delaware, Georgia, Illinois, Missouri, Nebraska, Nevada, New Hampshire, Oklahoma, Pennsylvania, Texas, Utah, and Virginia. (*Effective 3/1/2021: North Carolina*).

PSYCHOLOGICAL SERVICES

Psychotherapy: Psychotherapy is the treatment of behavioral, emotional, personality, and psychiatric disorders that is based on verbal and non-verbal communications and interventions rather than on the use of chemicals to treat these concerns. There are many forms of psychotherapy, and as a Licensed Psychologist, I have been trained in a wide range of these. I will use this broad training to our advantage. One thing that each form holds in common is the active participation

of the client in their own treatment. Thus, in order for the therapy to be most successful, you will oftentimes need to work on things at home that we discuss in session.

I strongly believe that there is no “one size fits all approach” to psychotherapy. The ultimate goal is to help my clients resolve the specific issues that brought them to therapy. The specific approach to treatment will be outlined on your treatment plan and we will review this prior to and during our sessions together (revising the plan as you make progress). Psychologists are not medical doctors and **do not** prescribe medication. However, at times, a particular treatment may call for a medication consultation with your primary care physician or a psychiatrist.

Psychotherapy has benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, etc. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to greater insight into your emotions and thoughts, improved coping skills, improved relationships, potential solutions to specific problems, and significant reductions in destructive and distressing emotions. However, since each person is unique, there are no guarantees of what you will experience. If at any time you have questions about the process, my services, or if you are dissatisfied in any way, please let me know.

Telepsychology/ Telehealth: I offer sessions via telepsychology, which is the provision of psychotherapy services remotely using telecommunications technologies, such as HIPAA-secure video conferencing. I provide telepsychology services through more than one HIPAA-compliant platform, including Doxy.me and Therapy Notes. Most research shows that telepsychology is about as effective as in-person psychotherapy. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client has health needs that necessitate isolation, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time.

Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks, including confidentiality, technology issues, and crisis intervention and management. Before establishing treatment via telepsychology, additional detail will be provided regarding these benefits and risks, and you will sign a consent to telepsychology services. I will assess the fit of this modality of treatment for your specific treatment needs and functioning, and we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. I will let you know if it becomes apparent that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

Psychological Assessment: The goal of psychological assessment is to answer questions regarding intellectual, academic, social, and/ or emotional functioning. Obtaining answers to these questions generally involves standardized testing, informal testing, interviewing, observing behavior, and reviewing previous treatment and assessment records, when available. Results of a psychological assessment are provided to the client during session. This feedback may include treatment recommendations and, when necessary, referrals for specific treatment needs.

Just like psychotherapy, psychological assessment has its risks and benefits. During the assessment process, it is possible to feel discomfort and anxiety about the testing. The benefits of completing a psychological assessment include obtaining detailed information regarding strengths and growth edges in the areas assessed.

OUR PROFESSIONAL RELATIONSHIP

As a professional, I will use my knowledge and skills to help you as best I can. This includes the standards of the American Psychological Association (APA) and the Texas State Board of Examiners of Psychologists. In your best interests, these entities put limits on the relationship between psychologist and patient, and I will abide by these boundaries. I explain

these limits in greater detail here so that you do not feel that they are personal responses to you. I welcome you to dialogue with me during session if you have any questions about these protective limits.

First, I am licensed to practice counseling psychology, not law, medicine, financial planning, or any other profession. Thus, I am not able to give you appropriate and qualified advice from these other professional viewpoints. Second, state laws of Texas and the Ethical Principles of Psychologists and Code of Conduct of the American Psychological Association require me to keep what you tell me confidential. You can trust me not to tell anyone what you tell me, except in limited situations (described below in the *Confidentiality* section). I make every effort to avoid outing you as one of my clients. Thus, if we cross paths in public or in a social setting, I will not approach you or initiate contact unless you initiate contact first. Moreover, if you initiate contact, I may limit any contact initiated by you. My behavior is not intended to be a marginalizing or offensive response to you; rather, my behavior is intended to protect your confidentiality.

Second, the use of social media presents unique challenges to the protection of confidentiality for clients. For this reason, I do not accept friend or contact requests from current or former clients on my **personal** pages on any social networking site (Facebook, Twitter, LinkedIn, Instagram, etc.). I believe that adding clients as friends or contacts on these sites can compromise client confidentiality and the respective privacy that both I, as your psychologist, and you, as the client, deserve. Should I hold a professional social media page or podcast for my psychology practice on Facebook, Instagram, Periscope, or any other social media site, you are welcome to follow the page if it is useful. However, it is important for you to know that, should you choose to engage with the page, posts and comments on these sites are public and may be viewed by others. Sensitive personal information posted by any visitor is subject to removal without notice. Additionally, any professional social media page that I may hold is not intended or suitable for crisis intervention and is not monitored 24 hours a day. Please do not use any of the professional social media pages to communicate with me regarding your therapy, scheduling of appointments, or personal information, as I do not respond to messages from past or current clients on social media.

Third, be aware that email and voice mail are not confidential or secure means of communication. Although I use an email service that is designed to be secure, your confidentiality cannot be guaranteed. Further, although I do check my email as frequently as I am able, it cannot be guaranteed that email will be read within a given period of time. Thus, I strongly encourage you to avoid using email or voice mail to communicate therapy related concerns to me. If you find yourself in an emergency situation or do not feel you can keep yourself safe, then do not wait for me to respond to your voice mail/email, call 911 or go to the nearest emergency room.

CONFIDENTIALITY

For the adult client, the information that is provided during therapy or assessment services is confidential (unless it is a forensic evaluation). This means that I cannot discuss you or anything identifiable about your situation with anyone other than to those persons authorized by you or if needed to collect for non-payment of fees. I am sensitive to the small and close nature of our surrounding community and I guard the confidentiality of my clients carefully.

I will also need to share protected health information with my administrative staff for purposes of scheduling, handling payments, and processing insurance claims. All staff members will complete training regarding confidentiality and protecting your privacy, and will have agreed to not release any information outside of the practice without my explicit direction.

Counseling records contain information relevant to your care. This information is also confidential within limits set forth by HIPAA guidelines in the Notice of Privacy Practices (the Notice); you may ask to read this form for a full description of the limits of confidentiality. Please discuss with me any questions/concerns regarding confidentiality prior to our working together, and throughout our meetings if you are ever unclear.

There are several exceptions to confidentiality that are mandated by Texas State law:

1. If I have cause to believe a child, disabled person, or an elderly person has been or will be abused or neglected, I am legally required to report this to the authorities.
2. If you make a serious threat of self-harm or harm towards others, the law allows me to try to protect you or the person you intend to harm. This usually means telling others about the threat and helping you seek appropriate help.
3. If you inform me that another mental health professional has been sexually inappropriate with you, I am required to notify the Texas state licensing board.
4. If I am subpoenaed to appear in court and provide testimony regarding my knowledge and experience of you, I shall assert privilege on your behalf. Nevertheless, if I am court ordered to testify, I shall testify truthfully and honestly to whatever I think or believe about you.

Many of these situations rarely occur, and, should the situation arise, I will make every effort to discuss it fully with you before a release takes place. I may also occasionally find it helpful to consult about a case with other health professionals regarding treatment, diagnosis, or other pertinent issues. This type of consultation has the intended purpose of providing you with the best care possible. In these consultations, I make every effort to keep identifying information confidential. The consultant is, of course, legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel it is important to our work together.

While the above exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have. The laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, should you need specific legal advice, legal consultation is recommended.

RECORDS

I keep records of payment and of services rendered. For each client I see, the record of their treatment is in the form of progress notes and treatment plans, as well as any additional relevant treatment documentation. Your record may also contain the results of any assessments and evaluations completed by you. These records (including billing) are maintained on a secure electronic practice management system called Therapy Notes.

If another professional or anyone else needs to see your records, I will discuss it with you in advance of disclosure. If you agree to share your private information, you will need to sign an ***Authorization to Release Confidential Information*** form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits on the release of the information.

Texas state law also requires me to keep your records for seven years after the last date of service or three years after the age of majority for minors. Until then, your records will be maintained on Therapy Notes. If I must discontinue our relationship because of illness, disability, or premature death, I ask you to agree to my transferring your records to another appropriate clinician or professional organization who will assure confidentiality, preservation, and appropriate access.

Under Texas State law, a minor child's parents/legal guardians have the right to examine and have a copy of the child's records (unless the child is emancipated). It is extremely rare, however, that a parent/guardian would ever request access to these records.

In general, you may review your records in my files at any time. This is best accomplished by us reviewing the records together, so that I may assist with your understanding of any psychological terminology. There are some limitations

regarding raw testing data, but for the most part, you have access to your information. You may add to this information or correct this information, and you may have copies of the records. I reserve the right to refuse to alter the records in any way. I reserve the right to charge a nominal fee for making copies of your records (i.e., \$1.00 per page) and the customary session fee for our time reviewing your records together.

APPOINTMENTS

I see clients by appointment only. Prior to our first appointment, I or my administrative staff will discuss your registration paperwork, insurance benefits (if relevant) and scheduling. Our first appointment together will be an *initial intake session*, and typically lasts 55-60 minutes. During this session, we will explore the reasons bringing you in for services and determine how your needs can best be addressed. In some cases, it may take an additional session or two to accurately assess your needs and make appropriate recommendations for treatment.

I encourage you to think of the initial intake session as a collaborative process to better understand your treatment goals and the potential fit between you and me. It is important that you feel safe, comfortable, and able to share in the therapy process. If you have any questions about the process or wish to see a different therapist, I will be happy to provide you a referral to another health care professional.

Subsequent sessions (after the initial intake session) typically last 45-55 minutes. Typically, clients attend sessions weekly; however, based on needs, time, and resources, we can adjust the schedule together. If you are participating in a psychological assessment of some sort, session numbers and length may vary; this will be discussed further prior to beginning the assessment process.

This office does not assume any liability for unattended clients, guests, or children. Your therapeutic time is most beneficial when you are able to focus your attention on the therapeutic work. For this reason, children will not be permitted to attend sessions. Infants under the age of one year old and not yet mobile are welcome if mutually agreed upon by both of us.

I value your time and plan to begin and end your scheduled sessions on time whenever possible. This policy is mutually beneficial as it respects your time and allows me to remain on schedule for all clients. However, on rare occasions I may be delayed, due to emergencies or other client care issues. I ask that for your patience if this occurs. If attending sessions on time becomes a challenge for you, I invite you to talk with me about rescheduling your sessions to a time that works better for you.

TERMINATION

The duration of therapy varies depending on the treatment plan and goals. Termination of the therapy relationship will typically be mutually agreed upon. However, you are free to terminate services at any time. While you are not obligated to see me for any specific number of sessions, it is important that you provide me with at least one session's notice so that we can end our therapy relationship in a healthy manner.

There may be a reason for me to want to end the therapy relationship, even though you wish to continue. The reasons I may terminate a therapy relationship would include a failure to meet the terms of our fee agreement, failure to maintain treatment compliance, failure to maintain consistent appointment attendance, a need for services outside my area of competence, a need for services that require greater availability or frequency than I can provide, engagement in or threat of abusive or violent behavior towards me, or failure to make progress on treatment goals. Should any of these situations arise, the reason for the termination will be discussed with you and I will assist you in making alternative plans for care, including providing you with referrals to more appropriate resources.

NO-SHOW/ CANCELLATION POLICY

When you schedule an appointment, that specific date and time is reserved for you. If you cannot attend your appointment, 24 hour notice is required. This will avoid any charge for your missed appointment. No-showing, cancelling or rescheduling your appointment within 24 hours of the scheduled time indicates that you are agreeing to pay for the time you reserved, and you will automatically be charged a no show/ late cancellation fee of \$100. **Emergency situations can be discussed at your earliest convenience.**

If you are less than 15 minutes late for your scheduled appointment, we will meet for the remainder of your scheduled time and you will be charged the full session fee. If you are more than 15 minutes late for your schedule appointment, the appointment will be automatically cancelled and you will be automatically charged the no show/ late cancellation fee of \$100.

If missing appointments or arriving late to appointments becomes a repeated problem, we will discuss this as a therapeutic issue as it could be interfering with your ability to gain full benefits from therapy. Should it be determined that treatment cannot continue and your care must be transferred or terminated due to this issue, appropriate referrals can be provided at your request.

PROFESSIONAL FEES

Payment is due at the beginning of each session in the form of check or credit/debit/HSA card. Please make check payments to the order of Jeanette Madkins, PhD, ABPP, PLLC. There is a \$40 fee for any returned checks.

I am currently listed as a provider with Blue Cross Blue Shield of Texas PPO. There are many other plans I am not listed with and should you choose to work with me while covered by one of these other plans, I am happy to provide a superbill for your payments to assist you in seeking reimbursement for your payment from your insurance provider. Please note that confidential information may be required by your health insurance carrier to process your claims. Thus, be aware that using your insurance coverage or submitting a claim for reimbursement may carry a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain some health or life insurance.

<u>Service</u>	<u>Fee</u>
Initial Intake Session/ Diagnostic Interview (50-60 minutes)	\$275
Individual Psychotherapy (<37 minutes)	\$150
Individual Psychotherapy (38-45 minutes)	\$175
Individual Psychotherapy (53-60 minutes)	\$200
Couple Intake Session/ Diagnostic Interview (90 minutes)	\$300
Couple Therapy (45 minutes)	\$200
Couple Therapy (60 minutes)	\$225
Group Therapy, per session	\$75
Assessment (testing, interpreting, report writing)	\$200/ hour
Expert Witness Testimony/ Evaluation/ Court Appearance	\$400/ hour
Missed appointment/ No-show/ Late Cancellation or Late Reschedule	\$100
Phone calls >10 minutes (client)	\$35 per 10 minutes
Phone Consultation (non-client)	\$45/ hour or call (if <1 hour)
Photocopy Fee	\$1.00 per page
Returned Check	\$40

CONTACT

I may be reached by phone at 979.777.1479 or email at drjmadkins@medsecuremail.com. However, be advised that email is not a confidential means of communication. I may not respond immediately to your call or email, so please allow for 2 business days for replies. Text messaging is not a secure or confidential means of communication, and should not be used to communicate with me. Therefore, I cannot guarantee that I will receive nor do I respond to text messages. If there is a mental health emergency **please call your local MHMR Hotline, 911, or go to the nearest emergency room.**

EMERGENCIES

My office is open by appointment only. **When I am unavailable, your call will be answered by voicemail, and I will return your call as soon as possible during working hours. I do not have a way to respond to crisis situations that occur at times when I am not in the office, and my availability is limited.** For this reason, it is important to be aware of the general support services that are available to you in your community. I will discuss these services with you during your intake interview, and they are listed below for your reference. If I believe that your wellbeing might be at risk due to these limitations in after-hours crisis availability and coverage, we will help you find a more appropriate setting for your treatment.

- If you are in crisis, you can go to the nearest emergency room or call 911.
- You may also call your local MHMR or crisis hotline.
- A broad list of toll-free, situation-specific, national hotlines can be found here, for use by phone or text: <http://www.pleaselive.org/hotlines/>.
- You may also contact one of the toll-free 24-hour national suicide hotlines: 1.800.SUICIDE (800.784.2433) or 1.800.273.TALK (800.273.8255).

Informed Consent for Psychological Services

_____ (initial) I have read and understand the information contained in the document entitled **Practice Policies and Informed Consent for Psychological Services**, and agree to abide by its contents. I freely consent to receiving psychological services from Dr. Jeanette Madkins, ABPP.

_____ (initial) Fees for services have been discussed with me and I understand that I am ultimately responsible for payment of services.

_____ (initial) I understand policies regarding confidentiality and the limits of confidentiality.

_____ (initial) I have been provided with the document entitled **Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information** (available at www.drjmadkins.com) and have read the information contained within it. I understand my rights and obligations as a client.

By signing below, I am providing written informed consent to proceed with receiving psychological services in the form of therapy and/ or assessment from Dr. Jeanette Madkins, ABPP.

Client **Printed** Name (or parent/legal guardian)

Relationship to Client (Self, Mother, Father, Other - Define)

Client **Signature** (or parent/legal guardian)

Date

Witness Printed Name/ Signature

Date

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Jeanette Madkins, PhD, ABPP, PLLC

Licensed Psychologist, Board Certified in Counseling Psychology

Financial Agreement and Assignment of Benefits

I hereby authorize Jeanette Madkins, PhD, ABPP, PLLC to furnish information to Blue Cross Blue Shield of Texas concerning my behavioral health conditions and treatments, and I hereby assign to the providers all payments for behavioral health services rendered to myself. I understand and agree that regardless of my insurance status, I am ultimately responsible for the balance on my account for any professional services rendered and associated fees, including any amounts not covered by insurance. I certify that the information I have provided to Jeanette Madkins, PhD, ABPP, PLLC is true and correct to the best of my knowledge and I will immediately notify Jeanette Madkins, PhD, ABPP, PLLC of any changes.

Primary Insurance Company: _____			
Policy Number: _____	Group Number: _____		
Policyholder's Name: _____	Policyholder's DOB: _____		
Policyholder's Employer: _____			
Policyholder's Address: _____	City, State: _____	Zip: _____	
Client's relationship to the policyholder (circle one):	SELF	SPOUSE	CHILD OTHER

Secondary Insurance Company: _____			
Policy Number: _____	Group Number: _____		
Policyholder's Name: _____	Policyholder's DOB: _____		
Policyholder's Employer: _____			
Policyholder's Address: _____	City, State: _____	Zip: _____	
Client's relationship to the policyholder (circle one):	SELF	SPOUSE	CHILD OTHER

Please initial:

_____ I understand that co-payments and any no-show/ late cancellation fees are due at the time services are provided and will be automatically charged to the card authorized on the signed **Authorization to Charge Credit Card**.

_____ I understand that insurance policies are contracts between me and my insurance company. Dr. Madkins may file these claims as a courtesy to me, but I need to resolve any claim issues that are beyond Dr. Madkins' control. If insurance does not pay within a reasonable time, I will be responsible for full payment.

_____ I understand that if the services of Dr. Madkins are not covered by my insurance company, full payment is due at the time services are provided.

_____ I understand that any phone conversation over 10 minutes will be charged an additional \$35 for each additional 10 minutes beyond the initial 10 minutes. I also understand that this is not covered by my insurance company.

_____ I understand that any appointments scheduled but not attended, due to no show/cancellation/ rescheduling within 24 hours of the scheduled time, will be automatically charged a fee of \$100. I also understand that this fee is not covered by my insurance company and is my responsibility.

_____ I understand that this authorization form may be updated at any time per my or your request. It will be kept in a secure HIPAA compliant file.

Signature of Client: _____

Date: _____