

Dr. Mandy Menzer
Licensed Psychologist

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Informed Consent/Treatment Agreement/Office Policies

Welcome to my practice. In this office, I provide individual therapy and couples/family counseling for adults. I would like to provide you some additional information about my professional services and business policies before we begin. Please read it carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us. If you decide that you do not wish to consent to these services and policies and, therefore, would not like to proceed with services here, there will be no charge for our meeting today. You should also be aware that South Austin Psychological Services is NOT a group practice and that my private practice is an independent entity.

Psychotherapy Services. I generally approach therapy from an integrative theoretical orientation, which means that I try to choose approaches suited to the particular issues and concerns of the client. Some of the approaches I draw from include cognitive-behavioral therapy and emotionally focused therapy.

Overall, I feel that my role as a therapist is not to "fix" your problems for you, but to provide you with some tools and to support you in your quest to make changes in your life. I strive to provide an atmosphere that is caring and supportive but that also challenges you to your full growth and potential. I believe that change takes place in the context of an honest, trusting relationship in which clients feel both accepted and empowered. Hopefully, the balance of challenge and support that I offer in therapy is the right mix for you, but if you have any concerns about our work together, my aim is for the relationship to be open and honest enough that you could express your reservations, even if it is about me or about the therapy process. In return for your honesty, I hope that you will feel that your viewpoint has been heard and respected, and my goal is to be honest and straightforward with you as well throughout our work together. If at any time, you believe that you would be more comfortable working with another mental health provider or I believe that another mental health provider may be better suited to assist you with your specific concerns, I will be happy to provide referrals.

I also believe that therapy is a partnership, and I hope you will take an active role in the process. Typically, clients have found "homework" assignments to be helpful – often this is in the form of reading, writing, trying out new behaviors or just thinking about a topic. I try to avoid "assigning" a task to clients. Instead, I hope for it to be a joint process and I am always excited when clients come up with their own homework, modify a suggestion of mine or simply take the initiative to come up with and enact their own assignment in the time between sessions. Your progress in psychotherapy and its outcome depends upon many factors including, but not limited to, your level of motivation and desire to change, the effort that you put forth in following through with homework outside of

session, keeping your appointments, and your willingness to be open with me as we work together.

Couples/Family Counseling. Just as with individual therapy, I feel that my role in couples counseling is not as a "referee" or a "fixer." Instead, my aim is to help clients work together to improve their relationship. Sometimes couples find it helpful to have an outside person observe the patterns that operate in their relationship and help them work on the stumbling blocks that are preventing effective communication. In my experience, it is rare that the couple's concerns are the fault of one person - usually it is the interaction of each person's style that is leading to conflict and relationship problems. As a result, both partners may need to make changes or participate in "relationship work."

In order to get a good overview of what is happening in your relationship so that I can better serve you, our first session will last 75 minutes, and both partners need to be present. This joint session will be followed by one individual session with each of you so that I can get a fuller picture of each partner's concerns. After the individual sessions, we will come back together to talk about our plan for treatment, and from that point onward, we will typically always meet together, although I may periodically do an individual session with each of you to check in about the course of treatment. It is important for you to be aware that these individual sessions are to get a clearer sense of what is going on in your relationship, and secrets will not be kept from your partner. If you feel it necessary to talk about matters that you absolutely want to be shared with no one, you might want to consult with an individual therapist who can treat you individually. This "no secrets" policy is intended to allow me to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest that may arise where an individual's interests may not be consistent with the interests of the couple/family. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple or the family. If I am not free to exercise my clinical judgment regarding the need to bring this information to the family or the couple during their therapy, I might be placed in a situation where I will have to terminate treatment of the couple or the family. This policy is intended to prevent the need for such a termination. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also, if appropriate, first give the individual the opportunity to make the disclosure.

Therapy Sessions and Attendance After the initial session, which lasts 75 minutes, a typical therapy session will last for 55 minutes. How long you remain in therapy and the frequency of sessions is a matter best discussed while we work together to achieve your goals.

I hope we will mutually agree about when you have met your treatment goals, so we can schedule final sessions to review your progress and develop a plan to help protect you from future distress. While it is your right to end therapy at any time, it is in your best interest to discuss this with me beforehand. There are also a few instances in which I may terminate our work together. If I believe that my approach and training is no longer appropriate for your specific concerns, or that you are not benefitting from treatment, I will inform you that I can no longer provide services and give you referrals to other mental health professionals who may be better suited to meet your needs. I understand that any termination may be difficult, but my decision on this matter will be final. If you request and authorize it in writing, I will confer with your new therapist to help with the transition.

In addition, if you schedule a session and do not attend the session or contact me within 14 days of that appointment, I will understand that as a termination in our services. If you wish to resume services after this occurs, please contact me.

Teletherapy

Many of my clients find teletherapy appointments to be a convenient alternative to in person appointments. However, there are some unique aspects to telehealth. There is a risk that services could be disrupted by technical issues or that the transmission could be accessed by unauthorized persons. Currently, I am using Google Meet, which is a HIPPA compliant video conferencing program.

In addition, it is possible that telepsychology may not be a good fit for you, such as in cases where there is a safety risk or if technical issues interfere with clinical work, and if that's the case, we can discuss in person sessions or a referral to another provider.

Although many people find the ease of telehealth convenient for travel, please be aware that I am only licensed in the state of Texas, which means that you must be physically located in the state of Texas during our sessions. There may be limited exceptions, but we would need to discuss those on a case-by-case basis.

It is your responsibility to ensure that you are in a private, comfortable space for telehealth sessions, and that you can protect your confidentiality by ensuring that no one can overhear you. If there are times you are concerned about being overheard, let me know and we can talk about the best way to address it. In addition, neither you nor I would record any telehealth sessions without written consent from the other.

While the majority of my clients tend to pick one therapy format and stick with it (i.e. in person or telehealth), we do have some flexibility to switch from telehealth sessions to in person. It is important that you give me notification. A switch from in person to telehealth can be accommodated as long as you notify me no later than 8 am on the day of your appointment. However, it can be a bit more challenging to change from telehealth to in person sessions. If you would like to change your telehealth session to in person, you would need to provide me with 24 hours notice; otherwise, you will need to attend the in person session or abide by my late cancellation policy.

Risks and Benefits. Therapy may have both risks and benefits. It often involves discussing difficult or unpleasant aspects of your life, and you may experience uncomfortable feelings about these discussions, such as sadness, guilt, anger, and frustration. Some of the changes you make as a result of psychotherapy may not be welcomed by other people in your life. This may result in some strain in your relationships with family and others. Sometimes, too, it is possible for a client's problems to worsen immediately after beginning therapy. Most of these risks are to be expected when people are making important changes in their lives.

On the other hand, research has shown that therapy may also be beneficial, leading to improvements in individual psychological health, communication and problem-solving skills, and relationship satisfaction. It is important to understand that there are no

guarantees about what you may experience during therapy or how therapy may affect you.

Professional Fees and Billing. My hourly fee is \$200 for an initial session, \$150 for an individual therapy session, and \$175 for a couples/family session. A sliding scale fee is also available. In addition to therapy appointments, I may charge my standard \$ 150 hourly fee for other professional services you may need, although I will prorate the hourly cost if I work for periods of less than one hour. Other services may include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of documents you have requested, and the time spent performing any other service you may request of me.

I realize that circumstances frequently arise that could cause you to miss a scheduled appointment and I try to be flexible in accommodating changes in clients' schedules. If you determine that you may be unable to attend a therapy session, please contact me so that you can schedule an alternative time. However, you will be charged a \$100 late cancellation fee if you do not notify me before 8:00 AM on the day of your scheduled appointment. If you are more than 20 minutes late to an appointment, your appointment will be cancelled and you will be charged the late cancellation fee.

You will be expected to pay for each session either before or at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. Payment may be made in the form of cash, personal checks, or credit card. If more than one payment is missed, services may be discontinued until the account is in balance.

Currently the only insurance panels that I am on are BlueCross BlueShield and Aetna although I often see clients out of network on many other plans as well. It is important for you to know that I cannot guarantee that your insurance company will reimburse you. You (not your insurance company) are responsible for full payment of my fees. You are responsible for knowing what mental health services your insurance policy covers, including any telehealth exceptions. If you have questions about the coverage, call your plan administration. I am currently using Headway for insurance billing and you will need to set up an account through Headway in order to use insurance benefits and abide by their policies and procedures, including having a credit card on file for co-pays and deductibles.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

Litigation Policy and Fees for Court-Related Services. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. Although it is my goal to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. In the event disclosure of your records or my testimony are requested by you or required by law, you will be responsible for and shall pay the costs involved in producing the records. The nature of the therapeutic process

often involves making a full disclosure with regard to many matters which may be extremely private, upsetting or embarrassing. If you become involved in any legal proceeding during your therapy with me, including but not limited to divorce and custody disputes, or personal injury lawsuits, you agree that neither you, nor your attorneys, nor anyone acting on your behalf will subpoena records from my office, or subpoena me to testify in court, in a deposition or in any legal proceeding. By your signature below, you acknowledge my position and agree to abide by my litigation policy.

My hourly charge for all time related to court cases or litigation is \$250/hour. If I am subpoenaed to provide records or testimony in violation of this agreement, you acknowledge and agree that you will pay for all of my professional time, including but not limited to preparation, record review, transportation charges (door-to-door), waiting time, and time spent testifying in court or deposition regardless of which party issues the subpoena or requires me to testify.

If I am required to testify in court or give a deposition in Travis County, I will charge an hourly fee of \$250 per hour for a minimum of 4 hours [\$1000] and this includes preparation time, travel time, and attendance at any legal proceeding. If I am required to testify in court or give a deposition outside of Travis County, the hourly fee will be \$250 for a minimum of 6 hours [\$1500] If the testimony or deposition exceeds 4 hours (in Travis County) or 6 hours (outside Travis County), there will be an additional charge of \$250 per hour for every hour spent in court or deposition. These services are not covered by insurance.

Payment is required at least 48 hours in advance and failure to provide the fee as specified constitutes release from the requested appearance. When I go to court or give a deposition, I have to clear my schedule and not see other clients, so there is a 48-hour cancellation policy for court and depositions. For example, if the court appearance or deposition is scheduled for Monday, this office must be notified of any cancellation no later than noon on the Thursday before. Any changes or cancellations that occur within the 48-hour time frame of the court appearance or deposition are **NON-REFUNDABLE** regardless of time spent at court once appearance has been scheduled.

If you choose to involve the legal system in our work together by issuing a subpoena for my treatment records or my testimony in court in violation of this agreement, this will represent a conflict of interest for me, and I may terminate our therapeutic relationship and provide referrals to other providers.

I will NOT perform social studies or custody evaluations. I will NOT provide recommendations regarding possession, custody, access to or visitation with minor children. I will NOT provide medication or medical advice. I will NOT provide legal advice. None of these services are within the scope of my practice.

Emergencies. If you experience a life-threatening emergency, and I am not available by telephone, you should go immediately to the nearest hospital emergency room and request to see a mental health professional. Another option is to call 911. In addition, Psychiatric Emergency Services (PES) offers 24 hour confidential crisis counseling over the telephone, as well as walk-in crisis services 7 days a week. They can be reached at 512-472-HELP [512-472-4357]. If you have insurance, you can call the number listed on the back of your card and get a referral to an in-network psychiatric hospital for consultation with an intake specialist.

Use of Electronic Communications. E-mail is for scheduling/administrative matters only. I do not use e-mail with clients regarding clinical matters. I do not text with clients. If a text is sent to my telephone number, it will be deleted without being read.

I prefer to discuss issues in person whenever possible. If something comes up between sessions, I am happy to set up a time to briefly talk over the phone. However, if the issues seems complex enough that it would require longer than 15 minutes to discuss, we would need to set up a session to meet so that I can dedicate the time to fully answer your questions/concerns. If you choose not to respect my policy regarding e-mail communications, I may take steps to block further e-mail communications. Any e-mails you send to me will become part of your clinical record.

Professional Records. Documentation of sessions consists of a summary of each meeting and may include general issues addressed, possible symptom presentation or change, level of functioning, mental status, diagnosis and treatment plans. Texas law requires that I maintain appropriate treatment records for at least 7 years from the last date of service.

As a client, you have the right to obtain a copy of your records upon submission of a written authorization. The records of your treatment will contain confidential information about you. Texas law requires that all requests to review or obtain copies of your records must be made in writing. In my practice, I require that clients sign an appropriate authorization before I release any records to them. In addition, there is a fee of \$25 for the first 20 pages and 50 cents for each page thereafter for paper copies and for electronic copies, the fee is \$25 for records that are less than 500 pages and \$50 for more than 500 pages. These fees must be paid before records will be released.

For family therapy and couples therapy, the family's or couple's relationship is as much of a "client" as the individual parties. For that reason, I will not release my records of family or couples counseling unless ALL adult members of the couple/family involved sign an Authorization allowing for the release of the records, or present me with a Court Order requiring that the records be released. I will provide a complete copy of my records to all adult members of the family/couple, upon receipt of the Authorization or Court Order, and payment of the records fee.

Records of therapy can be misinterpreted, and/or can be upsetting or even traumatic to lay readers. If you request a copy of your records, I will provide them to you within 15 days of receiving the request unless I believe that to do so would endanger your life or the life of another person. If I believe that I must withhold the records due to a situation involving life endangerment, I will write you a letter to explain my reasons for withholding the records and your options.

Limits on Confidentiality. In general, the privacy of all communications between you and a therapist is protected by law, and I can only release information about our work to others outside your relationship with your written permission. But there are a few exceptions outlined below:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. I cannot provide any information without your written authorization. However, if your records are subpoenaed or if a judge

issues a court order for your records, I am legally obligated to comply. In the case of a subpoena, I will contact you so you (and/or your attorneys) can take steps to contest the subpoena. If you do nothing to contest the subpoena after being notified by me, I will obey the subpoena.

- If I believe that you are a danger to yourself or to other persons, I will contact medical or law enforcement personnel.
- If you disclose information that leads me to suspect that a minor, elderly, or disabled person is being abused or neglected, I am required by law to notify authorities within 48 hours and I will comply with this requirement.
- If you file a lawsuit or a complaint against me for any reason related to your therapy, I am allowed to use confidential information to defend myself.
- If a court order or other legal proceeding or statute requires disclosure of your information, I will obey the court order or the law.
- If you waive the rights to privilege or give written authorization to disclose information, I will comply with your authorization.
- Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy.
- If I learn of previous sexual exploitation by a mental health provider, I am required to report it to the district attorney in the county of the alleged exploitation and the appropriate licensing board of the provider. The client has the right to remain anonymous when the report is filed.

Most insurance companies require a clinical diagnosis to reimburse for treatment. Some may require additional clinical information to support payment. Information collected by an insurance company will become part of the company's files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their possession. If you choose to file with your insurance company, please note that your confidential information will be provided to your insurance company as well as to my billing agency.

By your signature below, you acknowledge that you have been advised of these limits to confidentiality and potential risks. If you elect to use your insurance coverage to pay for treatment, I will assume that you have evaluated the stated risks and elected to proceed.

Interactions Outside the Office. If we happen to encounter each other outside of the professional setting, I will not address you unless you address me first. This is for the protection of your privacy from those either of us may be with. I'm happy to return a friendly greeting, but will allow you to take the initiative if you would prefer to do so.

Complaints. You have a right to have your complaints heard and resolved in a timely manner. If we cannot work things out to your satisfaction you may inform your insurance carrier and file a complaint with them, or with the Texas Behavioral Health Executive Council. They can be reached at 1-800-821-3205. You can also contact them to verify the status of my psychological license. My license number is TX 32509. If you have a complaint concerning the HIPAA Privacy Regulations, you may contact the U. S. Department of Health and Human Services, Office for Civil Rights, at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>

Please Initial

_____ I understand the nature of the proposed therapeutic treatment and I give my informed consent for psychotherapeutic treatment by Dr. Menzer.

_____ I understand the fees for service, including late cancellation fees and fees related to legal proceedings. I understand Dr. Menzer’s litigation policy and I agree to abide by it.

_____ I understand that if I want to request a copy of my records, I will need to complete a written authorization form and pay the fee before records will be released. I understand that with couples/families, ALL adult members must sign the authorization and pay the written fee before records will be released.

_____ I understand that if I choose to file with my insurance company, confidential information will be sent to my insurance company as well as to Dr. Menzer’s billing agency. I also understand that I (and not my insurance company) am responsible for all fees.

_____ I understand that if I am experiencing a medical or mental health emergency, I have been advised to dial 911 or go to nearest emergency room, and I agree to abide by these instructions.

_____ I understand Dr. Menzer’s no secrets policy with couples/families.

_____ I agree to abide by Dr. Menzer’s telehealth policies.

I have read the above Agreement carefully. I understand the terms of this Agreement and I agree to comply with them. I understand that this Agreement is a contract between me and Dr. Mandy Menzer and may be enforced as a written contract. I agree that this Agreement will stay in effect until I revoke it in writing. I understand that any written revocation must be dated AFTER the date of this Agreement and must be provided to Dr. Mandy Menzer. I agree that a copy of this Agreement has the same force and effect as a copy.

By my signature below, I also acknowledge that I have received and read the HIPAA Notice of Privacy Practices.

Signature of Client

Date Signed

Printed Name of Client

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