

Client Informed Consent

Jonathan McLoughlin, M.A., LPC Associate
Supervised by Wib Newton, PhD, LPC-S, LMFT-S

Client Name: _____

Guardian(s) of Client (if a minor): _____

Hello and welcome to my office, I am glad you are here. I am committed to providing you with quality care. Therapy is a relationship between people that works, in part, because of clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to change. As a client of psychotherapy, or counseling, you have certain rights that are important for you to know. Your rights include:

- The right to know the level of training, credentials, and theoretical orientation of your counselor.
- You have the right to review copies of the records the counselor keeps on your behalf. However, if you do make a request to see your file, the counselor is free to tell you if she thinks it would be harmful to you or otherwise not in your best interest to see it.
- You have the right to know that the process of counseling could open up levels of awareness or lead to changes that could produce pain, anxiety, or turmoil in your life or relationships. (See Handout).
- You have the right to decide not to receive counseling from your present counselor and/or end counseling at any time without additional obligation. If you wish, the counselor will provide you with a referral to another qualified counselor.

Your Counselor

Jonathan McLoughlin is a Licensed Professional Counselor Associate (License no. 85196) supervised by Wib Newton, PhD, LPC-S* (license no. 14311), LMFT-S* (license no. 3794). Jonathan graduated from Colorado Christian University with a Bachelor of Science in Psychology and LeTourneau University with a Master of Art in Counseling. Jonathan has met the requirements by the State of Texas under the occupations code, chapter 503 that allows him to provide individual, couples, family, and groups services under supervision.

Nature of Therapy

Jonathan incorporates multiple therapeutic interventions including cognitive-behavioral, solution-focused/brief, structural/strategic, narrative and/or insight-oriented therapies. Individual, couple, family, group, child and adolescent counseling are available. Counseling is a collaborative process between client and counselor. The specific treatment interventions used will be based on those that best stimulate and promote change according to the unique needs and strengths of each client. Counseling with children and adolescents is available with parental consent.

Appointments

Therapy sessions are 45-50 minutes, and the fee is \$75 per session. Payment is due at the time of the office visit. Please make all checks out to Amarillo Family Institute. 90-minute sessions are also available upon request and based on availability; the fee for a 90-minute session will be \$112. No insurance can be filed for my service at this time. If you are having a hard time paying for therapy, please discuss it with me. If I am away from the office for an extended time, there will be another therapist at my office covering my practice.

The fee for a returned check or declined credit card is \$35. If you are unable to make a scheduled appointment, please leave a message on my voicemail 24 hours in advance to avoid being charged for the time reserved. This policy is in effect regardless of the reason for cancellation. If there are two consecutive no shows for appointments, you will be taken off the schedule. If you are late, we will end on time and not run over into the next person's session. *Appointments canceled less than 24 hours before the scheduled appointment will be charged half of the counseling fee. Appointments that are not canceled beforehand and the client does not attend will be charged the full counseling fee.*

By initialing, you agree to these terms: _____

Confidentiality

This is your therapy; whose goal is your wellbeing. There are certain legal limitations to those rights that you should be aware of. As a therapist I have corresponding responsibilities to you. Trust and openness are essential for effective therapy. Confidentiality is carefully protected. No information will be released without the client's written consent unless mandated by law. Possible exceptions to confidentiality include but are not limited to the following situations:

- Child abuse
- Abuse of the elderly or disabled
- Abuse of patients in mental health facilities
- Sexual exploitation
- AIDS/HIV infection and possible transmission
- Criminal prosecutions
- Child custody cases
- Suits in which the mental health of a party is in issue
- Situations where the therapist has a duty to disclose, or where, in the Therapist's judgment, it is necessary to warn or disclose.
- Fee disputes between therapist and the client/responsible party.
- Negligence suit brought by the client against the therapist
- Filing of a complaint with the licensing or certifying board.
- In order to improve his counseling skills to help you more effectively, your counselor may occasionally and confidentially discuss certain aspects of your counseling experience with his supervisor, Wib Newton, PhD, LPC-S, LMFT-S*.
 - Your counseling session notes are the property of Jonathan McLoughlin's supervisor Wib Newton, PhD, LPC-S, LMFT-S*.

If you have any questions regarding confidentiality, you should bring them to my attention so that we can discuss this matter further. I hold confidentiality between clients in the highest regard and will make every effort to protect information shared in our sessions together. By signing this Informed Consent Form, you are giving consent to Jonathan McLoughlin, LPC Associate to share confidential information with all persons mandated by law, with the agency that referred you and are also releasing and holding harmless the undersigned therapist from any departure from your right of confidentiality that may result.

Dual Relationships

If you should meet any member of the Amarillo Family Institute staff or your therapist in public, please know that they will not acknowledge you unless you initiate contact. It is preferred that you decide whether or not to disclose your acquaintance to others.

Confidentiality of All Electronic Communication

Please know that your counselor will maintain your confidentiality to the best of his ability; however, he cannot guarantee this with electronic communication. This includes, but is not limited to the following: email, Skype, chat, text, mobile apps, cell phones, or fax. Additionally, please be aware that your counselor will not accept friend/follow requests from you on social media accounts in the interest of protecting your privacy and maintaining professional boundaries.

Minors

Minors must have parent consent for counseling with the exception that the client is:

- 16 years of age or older and resides apart from the parents/guardians and manages his/her own financial affairs
- Thinking about suicide
- Concerned about alcohol or drug addiction/dependency
- Being sexually, physically, or emotionally abused.

Consenting parents have the right to examine the treatment records of children under the age of 18. In order that minors may have the trust of a protected environment, it is your therapist's practice to ask the parents to forego that right (progress with parent/guardian may be discussed) with the exception of extreme circumstances (see confidentiality above).

At the termination of treatment and upon request, your therapist will provide the parent(s)/guardian(s)/ responsible party(ies) with a summary of treatment. It is important to note that in the state of Texas, children under the age of 17 may not have consensual sex (by law it is considered indecency with a child and therefore child abuse) and the state of Texas requires a therapist to breach confidentiality and report activity to the appropriate persons, including but not limited to parent(s)/guardian(s)/responsible party(ies). If your therapist is required to make such a report to the proper authorities, you will be informed as well.

Release of Information

If information needs to be released it will only be done according to state law and with a written consent (separate form) from the parent/guardian indicating an informed consent of such release.

Incapacity or Death

In the event of the incapacitation or death of myself, it will be necessary to assign your case to another therapist and for that therapist to have possession of your treatment records. By your signature on this form, you are consenting to another LPC Associate/ LPC / LPC-Supervisor, LMFT/ LMFT Associate/ LMFT-Supervisor, which are personally chosen colleagues preferred by myself, to take possession of your records OR to deliver them to another LPC Associate/ LPC / LPC-Supervisor, LMFT Associate/ LMFT-Supervisor of their choosing.

Emergency/Crisis

Please know that Jonathan McLoughlin does not provide 24-hour crisis counseling service. In the event you encounter a personal emergency which requires prompt attention, Amarillo Family Institute will make every effort to accommodate and make an appointment. Should you experience an emergency needing immediate mental health attention outside of office hours, please contact a family member, the Crisis Line at (806) 359-6699, Family Support Services at (806) 342-2500, call 911, or go directly to the nearest emergency department.

Modification and Conflict Resolution

It is agreed that any disputes or modifications of agreement shall be negotiated directly between the therapist and client(s). If these negotiations are not satisfactory, then the therapist's client(s) agree to mediate any differences with a mutual acceptable third-party mediator, consisting first of another therapist of the practice. If these negotiations are unsatisfactory, the parties shall move to arbitration and then binding arbitration, choosing an arbitrator mutually agreeable by both. Litigation shall be considered only if and after all of these methods of resolution are given a good faith effort and are unsatisfactory.

Risks and Benefits

It is agreed that the client shall make a good-faith effort at personal growth and engagement in the counseling process as an important priority at this time in his/her life. Therapy is designed to assist clients in resolving issues and dealing with painful life problems. Your counselor will make every effort to make therapy successful; however, you should know that therapy is no guarantee that you will "solve" your problems and that all issues will be resolved. Furthermore, please be aware that through the course of therapy additional issues may be exposed which may cause additional problems or distress. Participation in therapy means that you accept these risks and are willing to deal with potential problems. Suspension, termination, or referral shall be discussed for lack of commitment or for any unresolved conflict or impasse between therapist and client as soon as possible.

Divorce / Separated Parents of a Minor

If a divorce or a separation of parents has occurred, a current copy of the relevant court documents is required to begin services, involving the children of the marriage. If joint custody exists, the parent not bringing the child will also be contacted via letter with an intake form and an invitation to that parent to call with any questions and to participate in their child's

counseling. It is Jonathan McLoughlin's policy to involve both parents. Jonathan McLoughlin will require a payment plan to be agreed upon by divorced or separated parents, prior to the commencement of counseling services, to provide specific terms of payment for the individual counseling sessions, and the session charges for children of the relationship, irrespective of the age of the children. This agreement will be signed by each member of the family or each party mentioned within the agreement. I do not provide forensic interviews, custody or visitation evaluations, or release of records. I do not serve as an expert witness or provide testimonial services in custody suits. By signing this form, you agree not to subpoena me to court for testimony or for disclosure of treatment records.

Termination of Counseling

Some clients need only a few counseling sessions to achieve their goals; others may require months or even years of counseling. As a client, you are in complete control and may end our counseling relationship at any time, though it is requested that you participate in a termination session. You also have the right to refuse or discuss modification of any of my counseling techniques or suggestions that you believe might be harmful.

I assure you that my counseling services will be rendered in a professional manner consistent with the current ethical practices promulgated by the Ethical Codes of the Texas State Boards of Examiners of Licensed Professional Counselors and Marriage and Family Therapists and the HIPAA security and privacy rules. If at any time or for any reason you are dissatisfied with my services, please let me know so that existing issues can be worked through. If I am not available to resolve your concerns, you may report your complaints.

Should you miss two appointments concurrently, our counseling relationship can terminate, and you will be provided with a referral list upon request to another facility, should you want to continue counseling services. You will be responsible for contacting and evaluating those referrals and/or alternatives. If you continue to not show for your appointments, (even with a 24-hour notice), you will also be referred. If you intend to discontinue counseling, please inform me as soon as possible so that other clients can be served.

Records and Confidentiality

All of our communications become part of the clinical record. Records are the property of Jonathan's supervisor, Wib Newton*. Adult client records are disposed of seven years after the file is closed. Guardians or conservators do have access to child-client files and will need to sign for consent of services (within joint custody cases, only one guardian or conservator is needed to sign for consent for the child). Minor client records are disposed of seven years after the client's 18th birthday. Should you request a copy of your counseling records, please be aware that a \$25.00 record preparation fee will be incurred, and a "**Release of Records**" form must be signed. An overall counseling summary, in lieu of records, will be provided free of charge upon request. Subpoena of records does not constitute an automatic release of records and we may choose to seek a court order quashing the subpoena or providing protection should disclosure be deemed not in the client's best interest.

Associate Supervision and Recorded Sessions

Your counselor, Jonathan McLoughlin, M.A., LPC Associate, is supervised by Wib Newton, PhD, LPC-S, LMFT-S. Your counselor meets with his supervisor on a weekly basis as he continues to learn and grow as a counselor. Your counselor may discuss some aspects of your counseling process with his supervisor to learn how to help you better. While under supervision, your counselor may videotape your session to help the learning process. You have the option to decline videotaping of your sessions. Declining to videotaping will have no effect on your therapy and/or Jonathan's ability to see you. If you have any issues with your counselor, please contact Wib Newton*.

HIPPA/HITECH and Notice of Privacy Practice Acknowledgement

Our office is required by law to maintain the privacy of and provide individuals with a copy of or "Notice to Privacy Practices" of our ethical and legal duties in regard to your protected health information in all forms (i.e. all paper and/or electronic data). A copy of this notice is on our website and is available in paper form. A copy will be provided to you at no cost upon your request. If you have any questions or objections to the Notice, please ask to speak with our HIPPA/HITECH Certified Office Administrator in person or by phone at (806) 350-3133.

***Wib Newton, PhD, LPC-S, LMFT-S**

LPC-S License Number 14311

LMFT-S License Number 3794

Amarillo Family Institute 4211 I-40 West Suite 101

Amarillo, TX 79106

Phone: (806) 350-5862

Email: wibnewton@gmail.com

Signature

By your signature below, you are indicating that you have read and understood this document, or that any questions you had about this document were answered to your satisfaction—and that you were furnished a copy of this document, acknowledge your commitment to comply with all of its terms and requirements, issue consent for Jonathan McLoughlin, M.A., LPC Associate to work with you and/or your child (client over the age of 12 must also sign) and acknowledge understanding and agreement with my financial obligations including the fee of \$75 per hour.

I _____ (printed name) have read and understand the Informed Consent for Jonathan McLoughlin, M.A., LPC Associate and consent to entering into a counseling relationship with him.

Signature (Client) Date

Signature (Parent/Legal Guardian #1) Date

Signature (Parent/Legal Guardian #2) Date

Amarillo Family Institute Staff Signature Date

Video/Audio Taping Consent

I _____ (printed name)

___ consent to the videotaping of my sessions.

___ do NOT consent to the videotaping of my sessions

Signature (Client)

Date

Signature (Parent/Legal Guardian #1)

Date

Signature (Parent/Legal Guardian #2)

Date

LITIGATION

In unusual cases, you may become involved in litigation that may require Jonathan’s participation (including his supervisor). Should you or your attorney subpoena me as a factual case witness or involve me in court-related proceedings, your therapist will need adequate time to prepare for that participation; therefore, 2 weeks advanced notice of is required. This is to ensure your therapist’s availability and cooperation.

At the time notice is received of a scheduled court date the following fees will become due for the professional time of your Therapist. All fees are to be paid prior to the scheduled court appearance. Please note you will receive and additional invoice for travel and meal expenses.

\$225.00 (Jonathan) + \$800.00 (Wib) = \$1,025.00.00 – half day of professional time

\$375.00 (Jonathan) + \$1600.00 (Wib) = \$1,975.00 – full day of professional time

In the event the court date is canceled or rescheduled your therapist must receive notification 48 hours in advance. Please call the office at (806) 374-5950 or cell at (806) 414-5737. If the required notice is provided, the responsible party will receive a full refund of paid professional time. Failure to provide advance notice will result in your account being charged the full day of professional time as well as travel/meal expenses.

Please let me know before establishing a counseling relationship if you are attending counseling for court or court-related purposes/motivations. If there is an outstanding balance on your account, I do not agree to provide testimony, write reports, speak with attorneys, or be involved in any court related proceedings.

By your signature(s) you acknowledge you have read this notice and agree to the terms.

Client Printed Name: _____

Client Signature: _____ Date: ____/____/____

Parent/Guardian #1 Printed Name: _____

Parent/Guardian #1 Signature: _____ Date: ____/____/____

Parent/Guardian #2 Printed Name: _____

Parent/Guardian #2 Signature: _____ Date: ____/____/____

_____ Date: ____/____/____

Office Staff Signature as Witness

Client Intake

Jonathan McLoughlin, M.A., LPC Associate

Supervised by Wib Newton, PhD, LPC-S, LMFT-S

PERSONAL INFORMATION

CLIENT(S) NAME: _____

LEGAL GUARDIAN (if minor client): _____

ADDRESS: _____

Street, City, State, Zip

PRIMARY PHONE: (____) _____

CELL PHONE (____) _____

Permission to leave message? YES NO

PRIMARY EMAIL: _____

Permission to Email and/or Text? YES NO

Birthdate: _____

Last grade attended/degree completed: _____

Age: _____

Employer: _____

Race/Ethnicity: _____

Length of Employment: _____

Birth State: _____

Occupation: _____

Relationship Status: _____

Gross income: _____

Emergency Contact: _____

Phone: _____

Address: _____

Relationship to the client: _____

PARTY RESPONSIBLE FOR PAYMENT (If different from Client)

This does not give them permission to notes, unless client is a minor and responsible party are legal parents. You may be asked to sign a release of information form so that your counselor may discuss fees and payments with this party

Name _____

Date of Birth _____

Address _____

PLEASE CIRCLE BELOW

Rate your physical health: Excellent Good Average Fair Poor

Recently: Lost Wt. Gained Wt. How much? _____

Average hours of sleep per night _____ Trouble with: falling asleep____ staying asleep_____

Do you drink: coffee (____cups per day) tea (____cups per day) Cola (____oz per day)

alcohol (____type _____quantity per day/week)

Hours per day on computer for games, social media, etc: _____

Has anyone ever suggested there might be a problem with alcohol, computer, social media, shopping, or other excessive behavior? _____

Describe use of non-prescription drugs including aspirin _____

Currently taking prescription drugs? (List type and reason for use)_____

Family physician _____

What type of regular exercise?_____

Have you ever had a severe emotional upset? _____ If yes, describe: _____

Did this upset require medication or hospitalization? _____ If yes, describe: _____

Have you ever had thoughts about suicide? _____

If yes, please explain: _____

Have you ever attempted suicide? _____ If yes, how many times? _____

Is spirituality important to you? _____ not at all _____ important _____ very important

If important, name of church/temple you attend: _____

FAMILY HISTORY

Raised by _____ blood parents? _____ other (explain) _____

Parents divorced? _____ If yes, how old were **you** at the time? _____

If Client is a minor and parents are divorced, please bring a copy of the most recent decree of custody to the first session or email/fax me a copy prior to the first session.

If parents are deceased, how old were **you** when they died? _____ Father _____ Mother

List brothers and sisters in birth order beginning with oldest (Include Yourself):

Name	Age	Sex	Marital Status	Residence
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Marriage Information...If NEVER married, omit this section otherwise check all that apply:

_____ presently married Spouse's name _____
_____ remarried (____ times/ dates: _____) Length of courtship: _____
_____ separated (____ months/years) Date of marriage: _____
_____ divorced (____ months/years) Age when married-yours _____ spouse _____
_____ widowed (____ months/years) Spouse previously married? _____

How well do you and your spouse get along at the present time? Check One

_____ Very well _____ Well _____ OK _____ Not very well _____ Poor

List all of your children, whether they live with you or not, and any other persons presently living with you, such as your spouse's children, foster children, etc.

Name	Age	Sex	Live With?	Ours	Mine	Spouse's
_____	_____	_____	_____	_____	_____	_____

Does spouse have children from a previous marriage who live elsewhere? _____ if yes, with whom?

State in a short phrase or sentence current reasons for seeking therapy (presenting issue):

When did the present problem start? _____

Circle the severity of the concern in regards to the presenting issue:

MILDLY UPSETTING	MODERATELY SEVERE	VERY SEVERE	EXTREMELY SEVERE	COMPLETELY INCAPACITATING
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Therapy/counseling before? YES NO If yes, how many sessions? _____

Currently seeing therapist/counselor? YES NO

Name of counselor, and addresses and dates of any previous counseling: _____

How satisfactory was the therapy/counseling received (1 being not satisfied to 5 being satisfied)?

1	2	3	4	5
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What else, if anything, has been attempted to correct the problem? _____

Were you referred to us? _____ (If yes, by whom) _____

May we have permission to thank them for this referral? YES NO

In your estimation, circle how interested in counseling you are now:

SOMEWHAT	MODERATELY	VERY INTERESTED
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Any other information important in preparation for counseling: _____

What is the anticipated outcome of therapy? What is/are your goal(s)? _____

Please complete the Myers Briggs Type Indicator for free at the following website and bring your results with you to your first session. <https://www.16personalities.com>

If you have any questions, please feel free to email me at mcloughlinusa@yahoo.com or call or text me at (806) 414-5737.