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Informed Consent/Service Agreement

This document contains important information about my professional services. Read each item below and initial in the space provided if you understand each item and agree to following. Once you sign this document, it will serve as an agreement between us. A parent or guardian of a Patient under the age of 18 must also read and understand each item before signing the agreement. ***Do not sign this agreement if there is anything that you do not understand about the information you have received or have not discussed at time of intake****. Should you choose, you may revoke your consent for treatment at any time. In addition, this agreement will expire on termination of treatment and after all claims for treatment have been satisfied.*

Please read carefully and discuss with me any questions before signing and returning the copy

I _____(Patient Name) | |

BACKGROUND OF CLINICIAN: I, *Megan Lukany, LCSW*, am a Licensed Clinical Social Worker in the state of New Jersey (License# 44SC05440500) and Florida (License# SW20498) specializing in individual, child/adolescent and family therapy. I specialize in psychotherapy that is insight-oriented, solution-focused and goal-directed. Therapeutic techniques include behavioral modification, cognitive restructuring, and family systems therapy. I also provide psychoeducational counseling to address parenting issues and developmental concerns. I am committed to working with clients to discover and reach their goals. My value system and philosophies rest upon the belief that individuals have tremendous strength, spirit, and a powerful capacity for change. I have spent a majority of my career working with trauma-impacted children, adolescents and adults in a multitude of settings including: residential treatment facilities, group homes, juvenile justice systems, schools, and shelters helping my clients move past hurt and life challenges. I understand that challenges and changes can occur in life; and will work to bridge gaps, reach goals, encourage trust, and build unity within the family. I also have clinical experience supervising Masters level therapists in therapeutic intervention, case formulation, and ethical and legal issues in the state of New Jersey.

RISKS AND BENEFITS OF PSYCHOTHERAPY: Psychotherapy is the process where difficulties in one's life are assessed, prevented, evaluated, and treated in regard to arising and/or pre-existing psychological disorders. Although these disorders may be present, I do not make it a practice to label Patients, but instead educate Patients on symptomology and how to address the possible symptoms which may be impacting one's level of functioning. There are a variety of techniques that can be utilized to deal with the problem(s) that are brought you to therapy. These services are generally unlike any services you may receive from a physician in that they require active participation and cooperation.

Psychotherapy has both benefits and risks. Possible risks include the experience of uncomfortable feelings (such as sadness, guilt, anxiety, anger, frustration, loneliness, or helplessness) or the recall of unpleasant events in your life. Potential benefits include significant reduction in feelings of distress, better relationships, better problem-solving and coping skills, and resolutions of specific problems. Given the nature of psychotherapy, it is difficult to predict

what exactly will happen, but will do our best to make sure you will be able to handle the risks and experiences as many benefits are made possible through treatment.

Patient's benefit from having a support system, including family, friends, 12-step, self-help, and support groups, religious affiliations, group therapy, medication, enjoyable, enriching, and expressive activities, such as art, writing, music, exercise, etc. A stable support system is particularly helpful when dealing with difficult material and feelings. Your therapist will provide referrals to help develop a support system at your request.

In most cases, therapy eventually improves one's sense of well-being and one's relationships. In very few cases, people obtain little or no benefit from therapy or become worse. It is not always possible to predict the outcome for an individual. Given this knowledge, the decisions to participate in therapy and to terminate therapy are personal ones. These decisions may be evaluated with one's therapist. Patients may also obtain independent consultation for a second opinion at any time, which could terminate this therapeutic relationship.

APPOINTMENTS: Time in session recently was reduced by the AMA to 40-45 minutes. **S**essions of 30 minutes and extended sessions of 75 minutes are also possible for therapeutic, scheduling, or financial reasons. If you are unable to come into the office, teletherapy sessions can also be scheduled but they are not reimbursable by insurance.

Initial here if this section has been read and understood _____

MEDICAL CONCERNS: I, *Megan Lukany, LCSW,* am not a medical doctor and can therefore cannot recognize or diagnose medical conditions. If there are significant medical conditions that may be impacting your mental health, I will make the appropriate referral for you to see a medical doctor specializing in the assessment and/or treatment of these conditions. Not being a medical doctor, I cannot prescribe psychiatric medication, but will refer you for psychiatric consultation if this presents itself.

TREATMENT OBJECTIVES, "MEDICAL NECESSITY" and INSURANCE*:* Patients come to therapy with varying levels of distress and seek to feel better and make changes in their lives. Their initial distress and accompanying symptoms usually qualifies as "medically necessary," and is therefore reimbursable by insurance. When patients begin to feel better and symptoms improve, it does not mean that therapy should be considered completed. Sometimes more in-depth understanding or behavioral changes are required for greater or more lasting change. After the initial reduction in symptoms, however, insurance companies may view continued therapy as useful but no longer "medically necessary" and therefore not reimbursable. This has caused considerable confusion for Patients, particularly in managed care plans. While some plans state that "up to 20 sessions are allowed," this does not mean that access to these sessions is guaranteed. Approval is determined by the insurer's guidelines and criteria for "medical necessity." Many Patients elect to continue therapy beyond the limits of their insurance and some choose not to use their insurance at all.

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CONFIDENTIALITY: Your conversations with me are confidential. I may not reveal any information about you or your treatment without your written permission (in the form of a Release of Information). There are exceptions, however. If you are at risk of hurting yourself or someone else I am obligated by law to take reasonable precautions to ensure your own or another's safety. Courts can also subpoena treatment records or therapists to give testimony is cases involving involuntary hospitalization, childcare and custody cases, cases of abuse and neglect, sexual assault or other criminal cases. In addition, information may be disclosed if use of collection agencies or other process is required to collect unpaid fees. All insurance companies require information that includes, at a minimum, your diagnosis and dates and types of services performed. Managed care companies may require considerable additional information to authorize visits beyond those initially approved. I, *Megan Lukany, LCSW,* cannot control the confidentiality of any information once it is disclosed to insurance companies or their agents. I will not be able to tell you whether employers have access to information about you or if such information is distributed by the insurer to national data banks. Questions about these matters should be addressed to your employer or insurance company directly.

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PROFESSIONAL RECORDS: Both law and the standards of the counseling profession require that we keep treatment records. You are entitled to these records unless your therapist believes that seeing them would be emotionally damaging to you. If this is the case, we will be happy to provide your records to an appropriate mental health professional of your choice. Although you are entitled to receive a copy of your records if you wish to see them, I may prefer to prepare an appropriate summary instead. Patients will be charged an appropriate fee for any preparation time that is required to comply with an informal request record review. If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is policy to request an agreement from parents that they consent to give up access to your records. If they agree, I provide your parents only general information on how your treatment is proceeding unless there is a high risk that you will seriously harm yourself or another person. In such instances, I may be required by law to notify your parents of my concern parents of minors also can request to be provided with a summary of their child's treatment when it is complete. Before giving your parents any information I will discuss this matter with you and will do the best we can to resolve any objections you may have about what will be discussed. It is required that we keep your records for 7 (seven) years after termination of canceling services for minors, 7 (seven) years after the minor turns 18 (eighteen). Please note that I do not provide treatment of minors without their parents' consent.

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FEE SCHEDULE: Payments are due at the time of appointment.

- Initial Intake, 60 minutes $225
- Individual Psychotherapy, 40 minutes $165
- Individual Psychotherapy, 60 minutes $185 (available for adult patients only)
- Family Session, 45/50 minutes $185
- Family Session, 60 minutes $230
- Nurtured Heart Approach ®/Parent Coaching. 60 minutes for 8-10 weeks $175 per session
- Treatment Team Meetings (schools/outside agencies/etc.) $165 per hour
- Emergent Sessions/Psychiatric Clearance (30-60 minutes as determined by therapist) $225 starting rate

    - Emergent Sessions are considered any therapy session made in less than 24 hours to discuss important issues. These sessions will also require lethality screenings, treatment plan assessment, and safety plans. These sessions can be determined necessary by Megan Lukany, LSCW, guardians, outside agencies or organizations.
    - Written clearances will be provided when necessary and with the fees outlined in :consultation with other professionals."
    - School clearances will not be provided by Megan Lukany, LCSW. Schools should follow their policy and protocols for lethality assessments and school clearance. Megan Lukany, LCSW will consult with hospital staff/PES screeners/Psychiatrists etc. during this process if the guardian provides HIPAA release of confidentiality signed forms. The fees as outlined in "consultation with other professionals" section of this agreement will be applied.
    - ***True psychiatric emergencies should be addressed by calling 911 and/or going to the nearest emergency room immediately.***

Session fees are determined by Megan Lukany, LCSW at the conclusion of each therapy session and at her full discretion. If a session is scheduled for individual psychotherapy and either the client, family or therapist determine that a family session is necessary at that time instead, the client will be responsible for the family session rate. A family session is identified when any additional family member spends 15-40 minutes in the session with the identified client.

Payment is due at the time of each appointment. If an account becomes delinquent past 90 days and needs to be forwarded to a collection agency, an additional 33% fee will be charged on the total amount owed. Therapist will select a collection agency and avoid disclosure of clinical information.

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INSURANCE: Before your first scheduled appointment, please assess your insurance benefits by calling the plan administrator. I do not participate directly in any insurance plans but am eligible for reimbursement as an "Out-of-Network" provider. Many patients use their insurance to help them pay for sessions. Insurance companies offer

different levels of coverage based on your particular plan. Services may be covered in full or in part by your health insurance or employee benefit plan. Please check insurance carefully by asking the following questions:

- Do I have mental health insurance benefits?
- What is my deductible and has it been met?
- How many sessions per year does my health insurance cover?
- What is the coverage amount per therapy session?
- Is approval required from my primary care physician?

Services provided beyond the limits of annual insurance coverage are to be paid directly by the patient. In the event the patient has not met the dictated deductible, the full fee is due at each session until the deductible is satisfied. Unless otherwise arranged, patients covered by all other insurers must pay for services privately and obtain reimbursement directly from the insurance company if applicable. If a patient would prefer not to use insurance, please ask me about your option to pay privately.

CANCELLATIONS AND RESCHEDULING: Hours set aside for you are not easily filled when they are cancelled with short notice. If you are unable to keep a schedule appointment, 24-hour notice is required for cancellation. **Late notification or failure to attend a scheduled appointment will result in an initial "no –show" fee of $25.00, thereafter will be the total cost of your session**. This is not billable to your insurance company and is payable at your next appointment. If you are able to reschedule within the same week at another time that I have available, you will not be billed for the cancelled session. The only exceptions will be cancellations due to sudden illness, death in the family, or severe driving conditions**.** If you believe that you or your child may have been exposed to a contagious illness, please contact to secure a telehealth appointment.

Following a cancellation by "no-show," the provider will make a limited number of outreach attempts by phone, text and/or email. A response is required within 72 hours of the first outreach to remain booked for future appointments. A no-show and no-response will result in forfeiture of any future appointments and your status in treatment will become "inactive."

You will be considered discharged from treatment after 30 days of inactivity without any contact with the provider. You may request to reactivate your participation in treatment anytime by contacting the provider.

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CONSULTATION WITH OTHER PROFESSIONALS & MISCELLANEOUS OTHER FEES: Other charges may apply: If you or another professional needs copies of any records my office charges. $0.97 per page for copying and postage as well as a $25.88 administrative fee cost. If I am required to provide a verbal report to another professional, a ten minute consultation will not be charged. If the consultation exceeds this time the same fees apply as with Patient telephone consultations (billed $15.00 for each fifteen minute increment). If my office must provide written report a fee of a $165.00 per hour will be billed for the time spent reviewing your file and drafting and publishing the report. This includes but is not limited to 504 and Individualized Education Plan (IEP) recommendations, treatment summaries and diagnostic reports.

I am willing to participate in the treatment planning services with school Child Study Team's, outpatient mental health facilities and other pertinent professionals in regards to your (and/or your child's) mental health needs. Should I attend any of these meetings whether by telephone, virtual platforms and/or in-person, the fee will be at $165 per hour. A written consent must be completed and on file for Megan Lukany, LCSW to participate in these meetings with all participants identified by name on the HIPAA consent form.

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CHILD THERAPY AGREEMENT IN CASES OF SEPARATED/DIVORCED PARENTS

When separating and/or divorced parents bring their child for treatment, a special risk situation exists regarding the child's therapy. Specifically, if the therapist is asked to participate in litigation, the therapy may be seriously compromised. Effective child psychotherapy is best accomplished when both parents have a good relationship with the therapist. When a therapist is asked to provide information to the court, it can lead a parent to have negative feelings towards the therapist and is likely to significantly compromise the child's treatment. In addition, the child needs to be reassured that what s/he says during the therapy session will not be used in court against one parent or

the other. In order to prevent such deterioration of the child's therapy it is important that Megan Lukany, LCSW services are not being employed for use in litigation between parents. Therefore, in signing this agreement you agree to the following:

I wish to enlist Megan Lukany, LCSW services in the treatment of my child. I recognize that such treatment may be compromised if information revealed therein may subsequently be brought to the attention of the court in the course of litigation. Accordingly, I pledge that I will neither individually nor jointly involve Megan Lukany, LCSW in litigation. If the services of a mental health professional are considered desirable for the purposes of litigation, ther services of another person will be enlisted. Megan Lukany, LCSW will be happy to provide me with referrals for a forensically trained psychologist with specific training in parenting evaluation, visitation scheduling, family law mediation, expert witness testimony, and/or parenting coordination.

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COURT ACTION/LEGAL FEES

If you become involved in legal proceedings that require Megan Lukany, LCSW participation, you will be expected to pay for any and all of our professional time; including preparation, lodging, and transportation costs portal to portal, even if we are called to testify by another party. Clients are discouraged from having their therapist subpoenaed. Therapist testimony does not mean it will be solely in your favor. Megan Lukany, LCSW can only testify to the facts of the case and to her professional opinion. Please be aware that Megan Lukany, LCSW is **not** considered an expert witness, percipient witness and/or treating expert-witness. Megan Lukany, LCSW dos not perform custody opinions or any court evaluations. The fees associated with subpoenas and court ordered presence are listed below.

Preparation Time (including submission or records): $225/hour
Phone Calls: $225/hour
Depositions: $275/hour
Time required in giving testimony: $275/hour
Mileage: $0.40/mile (this will be based off of physical address of 4 Second Avenue, Denville, NJ)
Time away from office due to depositions or testimony: $225/hour
All attorney fees and costs incurred by the therapist as a result of the legal action. (cost will vary)
Filing a document with the court: $100
Minimum charge for court appearance: $1500

Initial here if this section has been read and understood _____

EMERGENCY COVERAGE: I do not check my messages after 8:00 p.m. on weekdays, or routinely on weekends. My telephone will go to a voicemail system if I am unavailable. Although, this is accessible 24-hour a day it should not be used in cases of emergency. All emergencies should be handled by calling 911 or contacting or visiting the nearest hospital emergency room.

When I am out of the office for several days, I will have another therapist covering my practice. If I have another professional taking calls while I am away, please realize that I have confidence that the professional is properly trained to be helpful to you. If I am unable to find coverage by another professional, then I will be available for phone consultations by cell phone. To the extent possible I will keep you informed about when I am away from the office and when I will return.

CORRESPONDENCES & TELEPHONE CALLS: It is my normal practice to communicate with you at your home address and daytime phone number you give me regarding appointment reminders etc. Sometimes I may have to leave messages on your voicemail or with another person(s), is this acceptable? _☐ Yes _☐ No and whom can _____ relationship to patient _____

I return most calls within a few hours if you leave a message before 8PM. On rare occasions my call answering may fail to record messages completely so if I haven't returned your call within 24 hours please call again. Routine telephone calls for scheduling or changing appointments are not charged, of course, but clinical matters that require longer discussions and exceed beyond ten minutes, will be billed $15.00 for each fifteen minute increment as they are considered part of our work; your insurance company will not pay.

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Length of Psychotherapy: Some psychological problems can be alleviated in a few sessions. Other problems require years of treatment. It is often difficult to predict the length of therapy needed. Some disorders cannot be properly treated within the limitations of some health insurance policies. The decision to terminate therapy belongs to the Patient, although one may evaluate this with one's therapist. It is critical that you have a final psychotherapy session or two before termination of treatment. If your therapist believes you need further therapy, your therapist will provide referrals to other therapist or you may choose to continue therapy with your current therapist.

Initial here if this section has been read and understood _____

Psychotherapy Contract for Adult Patients and Guardians of Children and Adolescents: I have read the above information, have asked questions as needed, and understand the issues related to risks and benefits of psychotherapy, medical concerns, confidentiality, professional records, fee for psychotherapy, emergencies length of psychotherapy, and the obligations of psychotherapy Patients.

Initial here if this section has been read and understood _____

Based on my understanding of these issues I agree to proceed with treatment.

Individual Name: _____

Individual Signature: _____ _____

Parent/Guardian Signature: _____ _____

Therapist Signature: _____ Date: _____