

## CLIENT INFORMATION

Client Name:  Date of Birth:

Street Address:  Marital Status:  Single  Married  
 Widow  Divorced

Apt. No. (if any):

City, State, Zip:

Legal Sex Designation\*  Male  Female ▶ \*This information is required for insurance billing purposes only. SydneyMalcome affirms all gender identities, presentations, and chosen pronouns.

Is there any other information about your gender identity that you would like to share with us at this point?

Email Address:  Ok to send Correspondence/Statements?:  Yes  No

If minor (under 18) please write name of legal guardian:

Social Security #:

Primary Phone:  ▶ Ok to call?:  Yes  No

Work Phone:  ▶ Ok to call?:  Yes  No

Employer Name:  City:

Emergency Contact:  Phone #:  Relationship:

How did you hear about SydneyMalcome?:  Friends/Family  Insurance  Google  Other:

## PRIMARY INSURANCE

Insurance Carrier:  Phone #:

Identification #:  Group #:

Is Patient Policy Holder?:  Yes  No

Policy Holder Relation to Patient:  Self  Spouse  Child  Other:

Policy Holder Name:  Policy Holder Date of Birth:

Secondary Insurance Available?:  Yes  No ▶ If Yes, attach second demo sheet

### Please read the following carefully and sign below:

I authorize Marion Malcome, LCSW and SydneyMalcome LLC to submit to my insurance company or my EAP. I am aware that I am placing my signature on file. I also understand that any unpaid balances such as co-pays, deductibles, and non covered services I will be responsible for. I understand there may be a fee if I fail to give notice for cancellations of my appointment. I understand that my insurance or EAP does not cover the cost of missed sessions. *I give permission, in the event of concern for my safety or whereabouts, that Marion Malcome, LCSW may contact my listed Emergency Contact.*

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I understand that typing my name on this field constitutes a legal signature confirming that I warrant the truthfulness of the information provided in this application

## OUTPATIENT SERVICES CONTRACT

SydneyMalcome LLC is a boutique consulting firm that provides a number of services with the mission of creating individual, community and social change. In alignment with our evolving vision for community change SydneyMalcome LLC offers individual psychotherapy and/or counseling to adults, and Marion Malcome, LCSW is the primary provider of these services.

Welcome to our practice!

This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us. Please note that although there are other therapists in this suite and a shared waiting room, our practice is independent from the other practitioners in the suite.

### **Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves commitments of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **Meetings**

I normally conduct an evaluation that will last from 2 to 5 sessions. During this time, we can decide together if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will schedule sessions at a time and frequency we agree on. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Please note that insurance companies do not reimburse for missed or canceled session fees. The late cancellation fee is \$75.

## **Professional Fees**

The fee for the initial evaluation session is \$150. For subsequent appointments, our fees are as follows: \$125 for a 45-minute individual therapy session; and \$150 for a 55-minute individual therapy session. We are willing to offer discounts to clients who are not able to use insurance and must pay out-of-pocket. Fees will be reduced at the discretion of the practice manager, Marion Malcome, LCSW, and are also subject to increase at the discretion of Marion Malcome, LCSW provided written notice is given to all affected parties 30 days in advance of the fee increase. In addition to weekly appointments, we charge \$150 per hour for other professional services you may need, though we will break down the hourly cost for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing other services you may request. If you become involved in legal proceedings that require our participation, you will be expected to pay for our professional time. Please see the Legal Policy form for additional information on fees.

## **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Please bring a check (written out to SydneyMalcome, LLC), credit card or cash to your appointment. If we are not contracted with your insurance company and you would like to be reimbursed for payments made by you, Marion Malcome, LCSW will provide you with a monthly statement to submit to your insurance carrier. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than thirty (30) days and arrangements for payment have not been agreed upon, we have the option of charging your credit card or using legal means to secure the payment. This may involve hiring a collection agency or going through the court system. If such legal action is necessary, costs of suit and attorney's fees will be included in the claim. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

## **Insurance Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. We will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, Marion Malcome, LCSW is willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to authorize your therapist to provide them with a clinical diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any submitted reports, if you request. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for our services yourself, without seeking insurance reimbursement, to avoid the problems described above.

## **Contacting Me**

I am often not immediately available by telephone because I do not answer or return calls during sessions. When I am unavailable, I have a 24-hour voicemail for receiving calls. Messages are retrieved several times daily Monday through Friday 9am-5pm and calls will be returned as quickly as possible. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. If you have not received a call back within the time frames above, please call back because there have been occasions when the phone system has failed. In addition, I do not check email regularly so please contact me by phone if you need me to be in touch within a 24-hour period or if you need to cancel/reschedule an appointment. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

If you are unable to reach me and feel that you can’t wait for me to return your call, contact the Northwestern Crisis line at 312-926- 8100. Please note that our practice is not properly equipped to handle psychiatric emergencies. If you are in a crisis, especially if you are near harming yourself or someone else, call 911. If you need to speak with someone immediately, go to the nearest emergency room and ask for the psychiatrist/psychologist on call or call 911.

## **Professional Records**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

## Confidentiality

In general, the privacy of all communications between a patient and a psychotherapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person or disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in our practice. If a situation such as this occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. The therapist and consultant are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. While this written summary of 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 at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

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*Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.*

## Consent for Treatment

I, the undersigned, do hereby consent to treatment by Marion Malcome, LCSW. I recognize that I have the right to request all medical information including reports, notes, and invoices. I recognize that case notes will be maintained for a period of at least seven years and that the therapists in this practice may consult with one another while maintaining my confidentiality rights as a patient.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I understand that typing my name on this field constitutes a legal signature confirming that I warrant the truthfulness of the information provided in this application

## HIPPA | Your Information. Your Rights. Our Responsibilities.

This HIPPA notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

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### Your Rights

**You have the right to:**

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

*See page 7 for more information on these rights and how to exercise them*

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### Your Choices

**You have some choices in the way that we Use and share information as we:**

- Tell family and friends about your condition
- Provide mental health care

*See page 8 for more information on these choices and how to exercise them*

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### Our Uses and Disclosures

**We may use and share your information as we:**

- Treat you
- Run our organization
- Bill for your services
- Help with safety issues
- Comply with the law
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

*See pages 8-9 for more information on these uses and disclosures*

## YOUR RIGHTS

### When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

Get an electronic or Paper copy of your Medical record	<ul style="list-style-type: none"> <li>You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.</li> <li>We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable cost-based fee.</li> </ul>
Ask us to correct your medical record	<ul style="list-style-type: none"> <li>You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.</li> <li>We may say “no” to your request, but we’ll tell you why in writing within 60 days.</li> </ul>
Request confidential communications	<ul style="list-style-type: none"> <li>You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.</li> <li>We will say “yes” to all reasonable requests.</li> </ul>
Ask us to limit what we use or share	<ul style="list-style-type: none"> <li>You can ask us <b>not</b> to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.</li> <li>If you pay for a service or health care item out-of- pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.</li> </ul>
Get a list of those with whom we’ve shared information	<ul style="list-style-type: none"> <li>You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.</li> <li>We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.</li> </ul>
Get a copy of this privacy notice	<ul style="list-style-type: none"> <li>You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.</li> </ul>
Choose someone to act for you	<ul style="list-style-type: none"> <li>If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.</li> <li>We will make sure the person has this authority and can act for you before we take any action.</li> </ul>
File a complaint if you feel your rights are violated	<ul style="list-style-type: none"> <li>You can complain if you feel we have violated your rights by contacting us using the information on the previous page.</li> <li>You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877- 696-6775, or visiting <a href="http://www.hhs.gov/ocr/privacy/hipaa/complaints/">www.hhs.gov/ocr/privacy/hipaa/complaints/</a>.</li> <li>We will not retaliate against you for filing a complaint.</li> </ul>

## YOUR CHOICES

### For certain health information, you can tell us your choices about what we share.

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

<p>In these cases, you have Both the right and choice to tell us to:</p>	<ul style="list-style-type: none"> <li>Share information with your family, close friends, or others involved in your care <i>If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.</i></li> </ul>
<p>In these cases we never share your information unless you give us written permission:</p>	<ul style="list-style-type: none"> <li>Most sharing of psychotherapy notes</li> </ul>

## OUR USES AND DISCLOSURES

### How do we typically use or share your health information?

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

<p>Treat you</p>	<p>We can use your health information and share it with other professionals who are treating you.</p>	<p><b>Example:</b> A doctor treating you for an injury asks another doctor about your overall health condition.</p>
<p>Run our organization</p>	<p>We can use and share your health information to run our practice, improve your care, and contact you when necessary.</p>	<p><b>Example:</b> We use health information about you to manage your treatment and services.</p>
<p>Bill for your services</p>	<p>We can use and share your health information to bill and get payment from health plans or other entities.</p>	<p><b>Example:</b> We give information about you to your health insurance plan so it will pay for your services</p>

**How else can we use or share your health information?** We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).



Help with public health and safety issues	<ul style="list-style-type: none"> <li>• We can share health information about you for certain situations such as:</li> <li>• Reporting suspected abuse, neglect, or domestic violence</li> <li>• Preventing or reducing a serious threat to anyone’s health or safety</li> </ul>
Comply with the law	<ul style="list-style-type: none"> <li>• We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.</li> </ul>
Address workers’ compensation, law enforcement, and other government requests	<ul style="list-style-type: none"> <li>• We can use or share health information about you:</li> <li>• For workers’ compensation claims</li> <li>• For law enforcement purposes or with a law enforcement official</li> <li>• With health oversight agencies for activities authorized by law</li> <li>• For special government functions such as military, national security, and presidential protective services</li> </ul>
Respond to lawsuits and legal actions	<ul style="list-style-type: none"> <li>• We can share health information about you in response to a court or administrative order, or in response to a subpoena.</li> </ul>
Other	<ul style="list-style-type: none"> <li>• We do not create or manage a patient directory</li> <li>• We do not perform research</li> <li>• We do not handle organ or tissue donation or work with medical examiners or funeral directors</li> <li>• We will not use your information to fundraise or market our services</li> </ul>

## Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**Changes to the Terms of this Notice** We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website. This notice is effective January 1, 2018. Please contact our Privacy Officer, Marion Malcome, LCSW at 312-884- 1893.

## PRIVACY PRACTICE ACKNOWLEDGEMENT

I have received the Notice of Privacy Practices/HIPPA and have been provided an opportunity to review.

**Name of Client:** \_\_\_\_\_

**Signature of Client:** \_\_\_\_\_

I understand that typing my name on this field constitutes a legal signature  
confirming that I warrant the truthfulness of the information provided in this application

**Today's Date:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## ELECTRONIC COMMUNICATION GUIDELINES AND SOCIAL MEDIA POLICY

These guidelines have been written to inform you, the client, about the policy of Marion Malcome, LCSW regarding therapist-client communications and use of social media. Please review it to understand what you can expect from your therapist regarding these communications.

Email, texting, use of social media, and video chatting are common forms of communication in our society today. At times, people are more comfortable utilizing these forms of communication as an alternative to in-person or telephone. Please be advised that electronic communication and social media sites are not secure and confidential, and at any time, a third party may be able to intercept these communications. Furthermore, any information you send to and receive electronically by your therapist becomes a part of your medical record. To preserve the confidential nature of therapeutic relationships, your therapist will not seek out clients on social media sites, nor accept requests on her own personal social media pages. Monitoring clients' activities on social media sites is also prohibited.

Accordingly, electronic communication sent to and received by Marion Malcome, LCSW is not intended to be used for any mental health treatment, advice or counseling. Such services must be conducted in a therapy session either in-person or via telephone. Electronic communication, such as texting or email, is intended for basic information only and may be used to arrange appointments, advise of benefit information, and/or clarify billing questions.

In addition, electronic communication is not intended for a crisis situation. If you are experiencing a life threatening clinical emergency, please consider the following options: 1) dial 911; 2) go to your nearest emergency room; or 3) contact Marion Malcome, LCSW based on the after hours communication method indicated.

Marion Malcome, LCSW may revisit this policy during the course of your treatment, as appropriate, to ensure that the confidential nature of therapeutic services is preserved.

I will be happy to respond to your email or text message inquiry, but to do so you must provide your consent, recognizing that email and text messaging are not secure forms of communication. There is some risk that any protected health information that may be contained in such emails or text messages may be disclosed to, or intercepted by, unauthorized third parties. I will use the minimum necessary amount of protected health information to respond to your query.

### **Summary of risks of using email:**

Email is a useful method of correspondence for clients. Transmitting confidential information by e-mail can create a number of risks, both general and specific that clients need to be aware of if they choose this method of correspondence.

**A. General email risks include but are not limited to the following:**

- Email can be immediately broadcasted worldwide and received by many intended and unintended recipients;
- Recipients can forward email messages to other recipients without the original sender's permission or knowledge;
- Users can easily send an e-mail to the incorrect address;
- Email is easier to falsify than handwritten or signed documents;
- Backup copies of email may exist even after the sender or the recipient has deleted his or her copy;
- Without the benefit of face-to-face interaction, emails can be misinterpreted in tone and meaning.

**B. Specific email risks include but are not limited to the following:**

- Email containing information pertaining to a patient's diagnosis and/or treatment must be included in the patient's medical records, thus, all individuals who have access to the medical record will have access to the email messages
- If you are sending your emails from your employer's computer, your employer does have access to your emails.
- While it is against the law to discriminate, an employer who has access to your email can use the information to discriminate against the employee. Additionally, the employee could suffer social stigma from a workplace disclosure.
- Insurance companies who learn of your PHI information could deny you coverage.
- Although therapists will endeavor to read and respond to email correspondence promptly, they cannot guarantee that any particular email message will be read and responded to within any particular time frame. The exception would be that the email is part of a scheduled time frame for a prepaid email counseling session.

**C. Conditions for use of email:**

All email messages sent or received that concern your diagnosis or treatment or that are part of your medical record will be treated as part of your PHI. Reasonable means will be used to protect the security and confidentiality of the email. Because of the risk outlined above the security and confidentiality of email cannot be guaranteed. Your consent to email correspondence includes your understanding of the following conditions:

- All emails to and from you concerning your personal health information (PHI) will be a part of your file and can be viewed by health care and insurance providers and the therapist's office support staff.
- Your email will not be forwarded outside the office without your consent or as required by law.
- Though all efforts will be made to respond promptly this may not be the case. Because the response cannot be guaranteed please do not use email in a medical emergency.
- You are responsible for following up with the therapist or support staff if you have not received a response.

- Medical information is sensitive and unauthorized disclosure can be damaging. You should not use email for communications concerning diagnosis or treatment of AIDS/HIV infection, other sexually transmissible diseases, mental health, and developmental disability or substance abuse issues.
- Since employers do not observe an employee’s right to privacy in their email system, you should not use their employer’s email system to transmit or receive confidential emails.
- The clinician will take reasonable steps to ensure that all information shared through emails is kept private and confidential. However, Marion Malcome, LCSW is not liable for improper disclosure of confidential information that is not a result of our negligence or misconduct. Client information is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320 et seq. 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2 Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate any Alcohol or Drug abuse.

**INFORMED CONSENT**

- If you consent to the use of email and text messaging, you are responsible for informing your therapist of any type of information that you do not want sent to you by email other than the information detailed in Section B.
- You are responsible for protecting your password and access to your email account and any email you send or you receive from Marion Malcome, LCSW. to ensure your confidentiality. Your clinician cannot be held liable if there is a breach of confidentiality caused by a breach in your account security.
- Any email that you send that discussed your diagnosis or treatment constitutes informed consent to the information being transmitted. If you wish to discontinue emailing information, you must submit written consent or an email informing your clinician that you are withdrawing consent to email information.

By signing below, you indicate your understanding of the disclosures listed above regarding electronic communication and the use of social media.

Your signature also indicates your agreement to refrain from utilizing electronic communication for a crisis situation, mental health treatment, advice or counseling.

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I understand that typing my name on this field constitutes a legal signature  
confirming that I warrant the truthfulness of the information provided in this application

===== **FOR OFFICE USE ONLY** =====

**Witness Signature & Credentials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## POLICY ON LEGAL PROCEEDINGS

Marion Malcome, LCSW, will assist clients in certain legal matters should it be requested by the client or if the therapist is subpoenaed by a judge. These legal proceedings are often related to a personal injury, divorce, child custody or criminal matters. Prior to Marion Malcome, LCSW being deposed or testifying in court on behalf of a client, the client must agree in writing to waive his/her right to confidentiality. By doing so, the client is allowing his/her records to be reviewed and scrutinized by non-clinical persons involved in the legal case. Additionally, it is understood that a therapist's testimony may not always work in favor of the client's case.

Court and legal proceedings are very time consuming and may require preparation by the therapist. Due to this, there are fees allotted to each type of legal involvement which are due **PRIOR** to the service. If the therapist is asked or required to appear for a deposition, the client is required to pay \$600.00 at least 96 hours prior to the deposition. This fee covers three (3) hours of time in a deposition and one (1) hour of travel. If the deposition and travel equate to more than four (4) hours of the therapist's time, the client will be billed at the rate of \$150.00 per hour, including any time the therapist needs to review your file and prepare for the deposition.

If the therapist is asked or required to appear in Court, the client will be required to pay \$1,200 at least seven (7) days prior to the Court appearance. This fee represents an eight (8) hour day. The client will be billed at the rate of \$150.00 per hour for any time over eight (8) hours spent by the therapist for travel, preparation, waiting, or to testify in court.

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I, \_\_\_\_\_, have read the above policy and hereby agree to the terms of payment and confidentiality:

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I understand that typing my name on this field constitutes a legal signature confirming that I warrant the truthfulness of the information provided in this application

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**FOR OFFICE USE ONLY**

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**Witness Signature & Credentials:** \_\_\_\_\_

**Date:** \_\_\_\_\_