

Sherri H. Rawsthorn, LCSW, CCE
265 W. Pike Street, Suite 4
Lawrenceville, Georgia 30046
Phone/Fax: (678) 377-6992

Service Agreement and Informed Consent

This document contains important information about my professional services and business policies. When you sign this document, it will represent an Agreement or Contract between us. You may revoke this Contract in writing at any time. Except for what is required by Federal and State law, the revocation will be binding unless I have already taken action in reliance on it.

Services:

Generally, the services I provide fit under one of three broad categories: psychotherapy, parenting services or forensic evaluations.

Psychotherapy: I provide short-term and long-term individual and couples psychotherapy. Some psychotherapy approaches are short-term and designed to address specific issues with goal-oriented solutions. Long-term psychotherapy typically addresses deep-seated emotional wounds and is more in-depth. The issues you identify as the target for your treatment guides and shapes which approach is best suited to effectively and appropriately meet your needs. A psychotherapy session is not like a medical doctor visit. Instead, it calls on you to take a very active effort in addressing the problem. In order for the psychotherapy to be most successful, you will have to work on things we talk about both during our sessions and between sessions.

Psychotherapy can have benefits and risks. Since psychotherapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In marital, family or group therapy, you may also experience interpersonal conflict and confrontation. On the other hand, psychological therapy has also been shown to have benefits for people who go through it. Psychological therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, and effective treatment for mental conditions. Although research has found psychological treatments to be generally safe and effective for many people, there is no guarantee that psychological treatment will be effective or successful in your particular case.

Parenting Services: Parenting Coordination is an alternative form of dispute resolution that is designed to help co-parents move into a more structured relationship to reduce conflict and create a healthier environment for children. Co-parent coaching is way of helping one co-parent learn skills and strategies to help reduce co-parent conflict. Both of these interventions prioritize the needs of the children and development of healthy parent-child relationships.

Forensic Services: Forensic services may include evaluations or consultation that is intended to be used during the course of a legal proceeding.

The scope of evaluations may range from full child custody evaluations and mental health evaluations to brief-focused forensic evaluations. The nature and scope of the evaluation depends on the reason for the referral and the assessment information being requested. These types of evaluations are typically connected to a legal

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proceeding and require a court Order. Information obtained during these evaluations is not confidential and may be disclosed as part of the legal process.

Forensic consultation involves providing an expert analysis and opinion on matters such as child custody evaluations, mental health or psychological evaluations, review of parenting plans and expert witness testimony.

Appointments

Appointments for psychotherapy are usually scheduled for hour-long sessions. However, this "hour" is structured so that you have a 50-minute session of "face-to-face" contact with me, and I have 10 minutes to review your chart before the session and make additional notes after the session. The frequency of the sessions varies depending on your needs and goals. However, psychotherapy most often is scheduled once a week at the start of treatment and gradually moves to being less and less frequent as progress is made.

Appointments for evaluations are scheduled for longer blocks of time. Custody and forensic evaluations most often take multiple sessions and often weeks or months to complete.

Appointment Cancellation Policy

A scheduled appointment involves the reservation of time specifically for you. Once an appointment is scheduled, you are responsible to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that if you plan to file for reimbursement, insurance companies do not provide reimbursement for cancelled sessions. If it is possible, we will try to find another time to reschedule your appointment during the same day or week. Leaving a voice mail message or a text message is sufficient to cancel an appointment and avoid being charged for a missed appointment. The fee for a missed appointment or late cancellation is due at the next appointment.

Professional Fees

****The fee for Individual Therapy Services is \$150 per 45-50 minute "therapy hour" session.***

****The fee for Couples and Family Therapy is \$250 per 45-50 minute "therapy hour" session.***

**** Co-parenting coaching/consulting, Parenting Coordination and Reunification services is \$250 per hour.***

**** The fee for Forensic Evaluations and Consultation services is \$350 per hour.***

A "therapy Hour" is generally considered to include 45-50 minutes of direct client time and 10-15 of time for records review and writing progress notes.

Your payment is due at the time of each session unless other arrangements have been agreed upon in advance. A service fee of \$35.00 will be added if you are unable to provide your appropriate payment on your date of service. If you would like to pay for multiple session dates at one time, you may choose to pay in advance and carry a credit balance on your account. Services provided over the phone for more than 10 minutes may be billed at the regular hourly rate. This charge is added to your next session fee. Time used for preparation of requested written reports or documents is billed at the session fee rate and payable upon delivery. A fee of \$35.00 will be charged if a check is returned for insufficient funds. I will provide a Statement of Services or invoice upon your request. Cash, personal check, Venmo, Zelle or credit/debit/HSA cards (3% processing fee is added for these electronic card payments) are accepted as payment. Any out of session work (writing reports, consulting with other professionals, etc.) is billed at the hourly rate for each corresponding service.

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Upon request, I will split the billing of fees (ex. 50%/50% or 75%/25%) for Co-parenting and reunification therapy services between parties according to the requirements in a current court order. Unless specified otherwise, the fees will be divided for all sessions and services according to the fee division in the Order, regardless of who is present in the session. I reserve the right to charge an individual party separately for services that are exclusively for their benefit or are the result from their exclusive behavior or need. These types of individual charges may include, but are not limited to, fees associated with late cancellations or missed appointments, responding to excessive or lengthy emails, requests for frequent consultations with attorneys or GAL, individual co-parent communication coaching, etc. I try to maintain fair billing practices and attempt to limit one parties ability to create excessive fees for the other party or manipulate the spirit of the court order.

Evaluations require an extensive amount of time to complete multiple interviews, testing, document review and report writing. Therefore, the fees for this service are not collected hourly and a retainer (\$4000.00) is required to begin services. The evaluator's professional time for interviews, testing, preparation of reports, etc., will be charged at: \$350/hour against the retainer. Additional expenses, including but not limited to copying costs, evaluation and testing material costs, postage, delivery services, court appearance fees, etc., shall also be charged to the party or parties responsible for the payment of the evaluation fees as separate fees. Final reports will not be released until all fees have been paid. An accounting statement of all fees will be provided at the conclusion of the evaluation, but you may request a statement at any time during the evaluation process.

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, all court costs and collection agency costs will be added to the amount you owe. In most collection situations, the only information I release is the responsible party's name, address and phone numbers; the type of services provided; and the amount due.

Insurance

I do not bill insurance companies for services. I will provide a Statement of Service outlining dates of service, diagnostic and billing codes upon request for clients choosing to file an insurance claim for psychotherapy treatment. Please be aware that I am an out-of-network provider for insurance companies. I cannot guarantee reimbursement through any insurance carrier. Self-paying for therapy services ensures that your personal information is truly confidential and gives you and I autonomy to make clinical decisions that are in your best interest.

Court Appearance or Testimony

If I am subpoenaed to appear in court or required to participate in any other court related activity related to your treatment or an evaluation, you agree to pay a fee of \$ 3500.00 per day since appearing for court requires advance preparation and clearing my calendar for an entire day. An exact date of testimony must be scheduled as I will not make arrangements to be "on call". Expert testimony fees are charged for a full day unless I specifically agree to appear for a half day at the rate of \$2500.00 for four (4) hours. Any appearance time required beyond the first day shall be billed at the same daily rate and is payable prior to testimony. If the appearance at trial or deposition is canceled 72 hours (three (3) full court days) in advance, excluding Saturdays, Sundays, and holidays, the entire fee shall be refunded. If the appearance is canceled with 48 to 72 hours notification, one-half or 50% of the fee shall be refunded. There is no refund for cancellations received within 48 hours of the scheduled appearance.

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Indemnity:

I may provide written or verbal reports and recommendations during the course of rendering services. However, clients, attorneys and Courts are not obligated to accept any of my recommendations. Sherri Rawsthorn, LCSW, and any assistants, consultants, or staff shall be held harmless from any claims, demands, causes of action, damages of loss or any kind whatsoever resulting from procedures, testing, conclusions, recommendations, reports, or testimony in connection with any services rendered. As an evaluator or consultant, I shall be engaged in an arbitral function for the Judiciary and shall be entitled to and shall be deemed to possess and hold all common law and statutory privileges and indemnities available. I am not responsible for the outcome of any legal proceedings.

Privileged Communication and Confidentiality

All communication between a client and a licensed clinical social worker are legally privileged communications (GA Code § 24-5-501 (2022)) and cannot be released without written permission for the client. I also will honor your confidentiality in all contexts as required by my state professional license. Thus, in most situations I can only release information to others about your treatment if you sign a written authorization that gives me permission to do so.

I work to maintain appropriate relationship boundaries in all settings. If I should ever find myself in a social setting where you are present (e.g., retail store or restaurant), I will respect your privacy by not initiating contact or seeking to engage you in a conversation unless initiated by you. Should I be accompanied by a family member or friend, I will not introduce them to you. I will also maintain appropriate professional boundaries in social media venues by not searching for you on LinkedIn, Facebook, Twitter, etc. and will ignore any and all request by current or former clients to connect on these sites.

Exceptions and limits to confidentiality and privilege are as follows:

- Georgia state law requires that mental health professionals report to the Department of Family and Children Services or law enforcement any situation of suspected sexual, physical, or emotional abuse or neglect of a minor, disabled, or elderly person. Therefore, any disclosure made during therapy sessions of such abuses will be reported. I am committed to handling such situations in a therapeutic manner.
- Georgia state law and professional ethical standards require exception to confidentiality if there is clear indication of imminent danger of you physically harming yourself, risk of suicide or threat of harm to another person. In these cases, I will make every effort to ensure your safety by contacting your emergency contact person, family member, or other appropriate identified person to develop a safety plan. If deemed appropriate as a last resort to ensure safety, under the provisions of my clinical social work license, I have the authority involve law enforcement and involuntarily require psychiatric hospital assessment.
- In keeping with generally accepted standards of practice, I frequently consult with other mental health professionals regarding management of cases. The purpose of the consultation is to ensure quality of care. I do not use identifying personal information about you as to preserve anonymity.
- If you choose use insurance benefits to pay for any cost related to your psychotherapy treatment, I am required to release requested information in order for your insurance company to process your claim. This information may include, but is not limited to, assigning a clinical diagnosis (e.g.: Major Depression, Anxiety Disorder, Alcohol Abuse, ADHD), descriptions of your problems, and reports of progress. Be

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advised that I have no authority or liability regarding how information is used after it is released from my control. I may, at times, hire a contracted agency to assist in carrying out medical billing processes. All such contracted agencies may have access to your personal information and adhere to the same confidentiality standards and limitations as myself.

- If you are involved in a court proceeding and a subpoena is received regarding our work together, your information is protected by the laws noted above. I cannot provide any information without your written authorization to release information. However, if I receive a Court Order signed by a Judge; I may be required to release your patient information. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a Court would likely Order me to disclose your patient information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding you in order to defend myself.

Electronic Recordings

At times I may want to make electronic recordings of our interactions. Electronic recordings can be very useful in therapy and during evaluations. However, I will never make an audio or video electronic recording of our interactions without first informing you of the nature and purpose of the recordings and obtaining your signature on a separate, written authorization document for the electronic recordings. I generally do not have an objection with patients making an audio recording of the session provided it is known by all parties ahead of time and there are informed consent documents signed by all parties prior to the initiation of any and all recording. *You do not have my permission to electronically record any conversations we have, in-person or on the phone, without my prior informed consent and written authorization.*

Client Responsibilities

You agree to participate actively in the therapeutic process by:

- Setting and discussing realistic and concrete goals to accomplish within a mutually agreed upon time frame.
- Working on goals and “homework” material between sessions to facilitate the change process because change often requires personal work beyond the session time. When in session, it is also important to openly talk about whatever thoughts come to mind and emotions you are experiencing during the session.
- Discussing any questions or complaints concerning the therapeutic process.

Therapist Responsibilities

I agree to practice within my level of competence, licensure guidelines, and ethical standards of practice. If I believe that I am unable to do so, I will tell you and will provide you with appropriate referrals.

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- I am committed to promoting the principles of empowerment to help you move toward your goals for healing and change. Remember growth and healing is a process, not an event.
- I am committed to therapeutic treatment approaches that strive to promote and maintain the highest level of functioning for you throughout the course of your therapy.
- I am committed to answering any questions or discussing any complaints that you have concerning the therapeutic process.

Ending Therapy

I am committed to working with you as long as the therapeutic process is productive, healthy, and in your best interest. You chose to begin participating in therapy voluntarily and you may choose to discontinue therapy at any time. If you decide to terminate the therapeutic relationship, you agree to talk openly with me about your decision and inform me at least one session in advance so that we may discuss any unresolved issues to ensure you have the information you need to move forward. Additionally, it may become necessary for me to initiate termination of services because treatment goals are met or it is no longer clinically appropriate for services to continue. In such a situation, we will discuss the reasons why termination is appropriate and we will plan an appropriate termination schedule. I will provide referrals to other providers when appropriate.

Sometimes clients drift out of the treatment process. Unless we have agreed upon another arrangement, if you do not have an appointment or make contact with me for more than five weeks, I will consider this an indication that you are choosing to terminate therapy services. After five weeks, I will consider you to be an inactive client. I will gladly reinstate you back to active status when you are ready to resume regular treatment.

Change of Personal Information

Please advise me as soon as possible if you change your address, phone, insurance, employment, marital status, or any other information that relates to the therapeutic process or billing issues.

Contacting Me

I am seldom personally available to immediately talk on the telephone - my telephone is answered by voice mail. Please leave me a detailed message the times you will be available and a call back phone number on each message and I will return your call as quickly as possible. I try to return calls/text within 24 hours or during the next business day. If you have an urgent or time sensitive matter that cannot wait until the next business day, you can also text me at (404)432-3735.

Emergency Procedures

Please call 911 or go to your nearest hospital emergency room if you are experiencing a life-threatening emergency during business hours or after hours. If I will be unavailable for an extended period of time (such as during a vacation), I will provide you with contact information of a colleague you may contact if needed.

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My signature below represents that I have read Sherri Rawsthorn, LCSW's Service Agreement and Consent contract and give my informed consent to treatment and/or services from Sherri H Rawsthorn, LCSW. My signature below also represents and confirms that I have had the opportunity to ask questions and/or discuss concerns about treatment and/or services. I agree to the terms and conditions outlined herein.

Client Name (please print): _____

Client Signature

Date

Client Name (please print): _____

Signature

Date

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