

## **INFORMED CONSENT FOR THERAPY SERVICES**

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### **SECTION 1.0: CLIENT SERVICE AGREEMENT**

Welcome to my practice and I look forward to working with you. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

### **SECTION 2.0: MENTAL HEALTH SERVICES**

Therapy is a collaborative relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable emotions, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life, including relationships and experiences. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The initial therapy sessions will involve a comprehensive assessment and discussion of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create initial goals and an action plan. You should review this information and form your own opinion about whether you feel comfortable working with me. 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.

1. American Psychological Association. (2016). Understanding Psychotherapy. Retrieved from <http://www.apa.org/helpcenter/understanding-psychotherapy.aspx>

### **SECTION 3.0: APPOINTMENTS**

Appointments are approximately 50 minutes for individual therapy and approximately 90 minutes for

couple or family sessions and premarital consultation. The initial therapy session or assessment is also 90 minutes. If necessary, we can also agree on other arrangements. Collectively, we will also decide on the frequency of sessions (e.g., weekly, biweekly, or monthly). The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24-hour notice. If you miss a session without canceling, or cancel with less than 24-hour notice, my policy is to collect the amount of your co-payment or one-third of the session fee [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

#### **SECTION 4.0: PROFESSIONAL FEES**

The standard fee for the initial intake/assessment and brief crisis counseling is \$120.00. Subsequent individual sessions are \$75 for individual therapy and \$100.00 for couple, family, or premarital consultation. You are responsible for paying at the start of your session unless prior arrangements have been made. Fees for session are not prorated. Payment must be made by cash, credit cards, or insurance (when applicable); I am not able to process personal checks as payment. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to therapy appointments, it is my practice to charge \$25 per hour for other professional services that you may require such as report writing per your request, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

#### **SECTION 5.0: INSURANCE**

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. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

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 advance authorization, without which they may refuse to 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 clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy or we can make other arrangement for payment, such as self-payment.

You should also be aware that most insurance companies require you to authorize me to provide them with diagnosis information. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from the *Diagnostic and Statistical Manual of Mental Disorders*, published by the American Psychiatric Association, DSM-V. I am glad to share more information about your diagnosis, if applicable.). Sometimes I 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 password-protected computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the client. Either amount is to be paid at the time of the visit by cash or credit card. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the client before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

## **SECTION 6.0: PROFESSIONAL RECORDS**

I am required to keep appropriate records of the mental/behavioral health services that I provide. Your records are maintained in a password-protected computer or secure location in an office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss

with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

## **SECTION 7: CONFIDENTIALITY**

I greatly value the trust of my clients. Confidentiality is not only the legal right of clients, but my personal ethic. The content of your session(s) or presence in therapy will be undisclosed unless you provide written permission to disclose to other parties *or* you disclose to harm self, harm other person(s), insurance provider mandates certain disclosures, or certain legal proceedings. (Client Mental Health Record generally describes the services provided to you and contains the dates of our sessions, your diagnosis if applicable, functional status, symptoms, prognosis and progress, and any psychological testing reports.)

Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes. However, I do not routinely disclose information in such circumstances, so I will require your permission in advance, either through your consent at the onset of our relationship (by signing the attached general consent form), or through your written authorization at the time the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting me.

In cases of disclosure to harm self or others, I have a legal, ethical, and moral duty to protect you and/or disclose threat(s) to intended victim(s). Additionally, be advised that on occasion insurance providers request diagnostic information, dates of therapy sessions, assessment information, and/or pieces of your clinical record to determine eligibility for services. Furthermore, be advised that in legal cases such as malpractice lawsuits, therapist is permitted to reveal certain aspects of treatment. In conclusion, be advised that in classes or professional misconduct, I reserve the right to report this misconduct to licensing boards.

Harm includes actual or suspected abuse including physical, sexual, or emotional, neglect, abandonment, or exposing minors to drug use or intimate partner violence.

Additionally, harm includes risks, intent, or plan to inflict bodily harm against others including minors, strangers, or intimate partner(s).

Self-harm includes risks, intent, or plan to inflict bodily harm against self or commit suicide.

## **SECTION 8.0: PARENTS & MINORS**

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

**SECTION 9.0: CONTACT**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact a local mental health agency, such as Seven Counties Crisis line (Phone Number: 502.589.4313 or 800.221.0446 (Adults) or 502.589.8070 or 800.432.4510 (Youth)) 2) go to your local hospital Emergency Room, or 3) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

**SECTION 10.0: OTHER RIGHTS**

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, sex, gender identity or expression, sexual orientation, ability status, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

**SECTION 11.0: CONSENT TO PSYCHOTHERAPY**

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

\_\_\_\_\_  
Signature of Client or Personal Representative

\_\_\_\_\_  
Printed Name of Client or Personal Representative

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

Description of Personal Representative's Authority: \_\_\_\_\_

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Client's Acknowledgement of Receipt of Notice of Informed Consent for Therapy Services.

Please sign, print your name, and date this acknowledgement form.

I have been provided a copy of [V. Nikki Jones, LCSW, LMFT] "Notice of Informed Consent for Therapy Services."

We have discussed these policies, and I understand that I may ask questions about them at any time in the future.

Your signature below indicates that you have read this Agreement and the Notice of Informed Consent for Therapy Services and agree to their terms.

\_\_\_\_\_  
Signature of Client or Personal Representative

\_\_\_\_\_  
Printed Name of Client or Personal Representative

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

Description of Personal Representative's Authority: \_\_\_\_\_