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Informed Consent

Welcome to Accepted Therapy Services. This document contains important information about my professional services and business policies. 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. If you have any questions, we can discuss them prior to you signing the document; however, no therapy services will be provided until a signed copy of this document has been received.

Therapy Services

Psychotherapy requires a very active effort on my part. In order to be most successful, I may have to work on things that are discussed outside of sessions. This may be through homework which, if assigned, will be specific to the work that I am doing in sessions. Any homework assignment that is given to me, will be tailored to my experiences and current level of coping or functioning.

The first 2-4 sessions will involve establishing a relationship, developing treatment goals, and creating an initial treatment plan. During this time, I will have an opportunity to get to know my therapist and to make my own assessment about whether I feel comfortable working with her. If I have questions about the procedures that are outlined in this document, I will discuss them whenever they arise. If my doubts persist, I will ask my therapist to help me set up a meeting with another mental health professional for a second opinion.

Benefits and Risks of Therapy

The benefits of therapy can include:

- One of the benefits of therapy is having someone that I can talk to and who is on my side. Sometimes, my therapist may challenge or push me to improve in a certain area. I understand that this pushing or challenging is for my benefit so that I may change the areas that are preventing me from having a life worth living. Sometimes, having someone to help me carry my burdens is helpful.
- Other benefits of therapy may include:
 - Improved relationships
 - Ability to set boundaries
 - o Improved coping skills (stress relief and/or management)
 - Clearer personal goals
 - o More confidence
 - o Ability to emotionally regulate
 - o Coming to terms with past experiences
 - o Decreased levels of depression and anxiety
 - o Increased self-acceptance

The risks of therapy can include:

- Therapy requires an extreme sense of vulnerability and looking at painful experiences. As these experiences are remembered, I may experience some uncomfortable emotions, such as sadness, guilt, shame, anger, or anxiety.
- Because therapy often focuses on unpleasant and painful issues, it may seem like things are getting worse. Remember that things often get worse before they improve.

• In order for therapy to be successful, change will be required. Most of the time, change is hard and uncomfortable (even when it is good).

Appointments

Sessions are 50 minutes in duration on an agreed upon day and time, as needed. I recognize that the time scheduled for my session is set aside for me. I am responsible for coming to my session on time. I understand that if I am late to my session, my appointment will still end at the same time it would have ended if I would've been on time.

If I need to cancel or reschedule a session, I agree to provide my therapist with 24 hours' notice. If I miss a session without canceling, or cancel with less than 24-hour notice, my therapist may collect a fee in the amount of \$75 [unless it is agreed upon in writing that I was unable to attend due to circumstances beyond my control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, I will be responsible for the portion of the fee as described above.

Telehealth

I understand that there may be instance where telehealth services are provided through TheraNest Telehealth includes any video or over the phone sessions. I understand that the therapy I will be receiving will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider. I understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

I accept responsibility for ensuring that my session in private when using telehealth services through TheraNest. The location that I choose for my session should be in a quiet, private room where the session can not be over heard. If I choose to have a telehealth therapy session in a public place, Nikki Dear, LCSW is not responsible for any information that may be overheard by others. I understand that Nikki Dear, LCSW will always be in a confidential location when telehealth services are being provided.

I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that Nikki Dear, LCSW or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.

To maintain confidentiality, I will not share my account access information with anyone unauthorized to attend the appointment.

Professional Fees

Payment can be made by check, cash, PayPal, or Venmo. Any checks returned to Accepted Therapy Services are subjected to an additional fee of up to \$50.00 to cover the bank fee that is incurred. If I refuse to pay my debt, of any fees that are owed to Accepted Therapy Series, I understand that Accepted Therapy Services reserves the right to use an attorney or collection agency to secure payment.

In addition to fees accrued during sessions, I understand that a prorated fee will be charged for other professional services that I may require such as report writing, telephone conversations that last longer than 15 minutes, meetings or consultations which I have requested my therapist to attend, or the time required to perform any other service which I may request of my therapist.

Session Fees

The standard fee for the initial intake (90-minute session) is \$225.00 and each subsequent session is \$150.00 per 50-minute session. In the event that I choose to participate in EMDR therapy, the sessions will be 90 minutes long with a fee of \$225.00. I am responsible for paying at the time of my session unless prior arrangements have been made in writing.

Late Cancellation Fees

If I miss a session without canceling, or cancel with less than 24-hour notice, a fee in the amount of \$75 [unless it is agreed upon in writing that I was unable to attend due to circumstances beyond my control] will be charged. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, I will be responsible for the portion of the fee as described above.

Book Fees

My therapist has a library of books that is available to me if I wish to read on various topics that may be discussed during therapy. Books that are loaned to me should be returned within a reasonable time frame (two month maximum). If the book is not returned or is damaged upon return a fee of \$25 plus the cover cost of the book, will be charged to my card on file.

Court

If I anticipate becoming involved in a court case, I will discuss this fully with my therapist before I waive my right to confidentiality. If my case requires my therapist's participation, I will be expected to pay for the professional time required even if another party compels my therapist to testify.

The fees for court involvement are:

- Preparation of statement for attorney or legal use: \$200
- Phone calls regarding legal issues: \$50 for 15 minutes or \$200 an hour
- Travel to court/attorney's office: \$25 minimum or \$1 per mile.
- Testimony in court (including time spent waiting to be called at witness): \$250 per hour

Insurance

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources I have available to pay for my treatment. If I have a health insurance policy, it will usually provide some coverage for mental health treatment. With my permission, my therapist will assist me to the extent possible in filing claims if she is an in-network provider for my insurance. I understand that I am responsible for knowing my coverage (including co-insurance and co-pays) and for letting Accepted Therapy Service know if/when my coverage changes. If my therapist is not a participating provider for my insurance plan, I understand that she will supply me with a receipt of payment, upon request, for services which I can submit to my insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If I prefer to use a participating provider, my therapist will refer me to another mental health professional.

I am aware that most insurance companies require my therapist to provide them with a clinical diagnosis/diagnoses. (Diagnoses are technical terms that describe the nature of my problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the Diagnostic and Statistical Manuel 5th Edition or DSM-5. There is a copy in my therapist's office that I can look at if I would like to learn more about my diagnosis, if applicable.). Sometimes my therapist may 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, I recognize that my therapist does not have

control over what the insurance company does with it once it is in their hands. In some cases, they may share the information with a national medical information databank. If I want a copy of any report my therapist submits, I can request it at any time. 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 I plan to use my insurance, authorization from the insurance company may be required before they will cover therapy fees. If I do obtain authorization and it is required, I may be responsible for full payment of any fees accrued. 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 me (the client). Either amount is to be paid at the time of the visit via any of the accepted payment methods. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by me (the client) before the insurance company is willing to begin paying any amount for services. This will typically mean that I will be responsible to pay for initial sessions with my therapist until my 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 I feel ready to end my sessions. I understand that I always have the right to pay for my therapy services out-of-pocket if I wish to avoid any of the problems described above.

Professional Records

I understand that my therapist is required to keep appropriate records of the therapy services that are provided. My records are maintained in a secure electronic medical record (EMR) through TheraNest. The records kept in my EMR may include information such as: dates of services, reasons for seeking services, goals for treatment, progress in treatment, prognosis, diagnosis, topics discussed in sessions, and billing records.

I have access to my records in most instances, upon request, unless there are unusual circumstances that may result in emotional distress or harm me if were to review my records. Because these are professional records, there is a chance that they may be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that if I wish to review my records, I initially review them with my therapist or have them forwarded to another mental health professional to discuss the contents. If my therapist refuses my request for access to my records, I have a right to have her decision reviewed by another mental health professional, which will be discussed with me upon my request. I also have the right to request that a copy of my file be made available to any other health care provider at my written request.

Confidentiality

The therapeutic relationship is a confidential relationship where no information will be disclosed about me, or the fact that I am receiving services from Accepted Therapy Services, without my written consent. Healthcare providers are legally allowed to use or disclose records or information for treatment, payment, and healthcare operations and purposes. I understand that Nikki Dear, LCSW does not routinely disclose information in such circumstances, so she will require my permission in advance, either through my consent at the onset of the therapeutic relationship or through my written authorization at any time a need for disclosure arises. I may revoke my permission, in writing, at any time, by contacting Nikki Dear, LCSW.

Limits to Confidentiality

As mentioned above, the information that I share with Nikki Dear, LCSW is confidential unless a written consent is received. There are; however, a few limits to confidentiality (or instances in which Nikki Dear, LCSW may disclose confidential information without my consent) that I should be aware of before beginning services with Nikki Dear, LCSW.

A. Suicidal or Homicidal Ideations

- I. If I (the client) threaten or attempt to commit suicide or otherwise conducts myself in a manner in which there is a substantial risk of incurring serious bodily harm then the proper authorities will be notified.
- II. If I (the client) threaten grave bodily harm or death to another person then the proper authorities *and/or* the person who harm is threatened against will be notified.

B. Abuse or Neglect

- I. If there is disclosure or reasonable suspicion that I (the client) or other named victim is the perpetrator, observer of, or actual victim of neglect, physical abuse, emotional abuse, or sexual abuse of children under the age of 18. I understand that my therapist, Nikki Dear, LCSW is a mandated reporter and will be required to report the suspicion of or abuse to the Mississippi Department of Child Protective Services.
- II. If there is a disclosure or reasonable suspicion of elder abuse then a report will be made to Mississippi Department of Human Services.
- III. If a report needs to be made, my therapist will try to notify me prior to the report being made; however, I understand that *Nikki Dear, LCSW* is not required to notify me prior to reporting.

C. Subpoenas

I. If a court of law issues a legitimate subpoena, the information, as specifically stated on the subpoena may be released.

Occasionally, my therapist may need to consult with other professionals in their areas of expertise in order to provide the best treatment for me. I understand that information about me may be shared in this context without using my name or any other protected health information (PHI).

Parents and Minors

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. I understand that it is the policy of Accepted Therapy Services not to provide treatment to a child under age 13 unless the child agrees that information can be shared when necessary with a parent.

For children 14 and older, an agreement between the client and the parents allowing the therapist 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 there is a safety concern (see above section on limits to confidentiality). Nikki Dear, LCSW will make every effort to notify the child of any intention to disclose information ahead of time and make every effort to handle any objections that are raised.

Contacting My Therapist

I understand that Accepted Therapy Services is **NOT** an Emergency Service and in the event of an emergency, I will use a phone to call 911. This includes suicidal ideations, homicidal ideations, and other mental health concerns I may have. Though my provider, Nikki Dear, LCSW and I may be in direct contact through the Accepted Therapy Services or TheraNest EMR, I understand that Nikki Dear, LCSW does not provide any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.

I understand that my therapist is not often immediately available by telephone. Nikki Dear, LCSW does not answer her phone when she is with clients or after office hours. At these times, I may leave

a message on the confidential voicemail of Accepted Therapy Services and my call will be returned as soon as possible. I understand that it may take up to two business days for calls to be returned. If, for any number of unseen reasons, I do not hear from Nikki Dear, LCSW or she is unable to reach me, and I feel that I cannot wait for a return call or am unable to keep myself safe, I will 1) call 911 or 2) go to my local hospital emergency room.

Rights

If I am unhappy with what is happening in therapy, I will talk with Nikki Dear, LCSW to provide her with an opportunity to respond to my concerns. Such comments will be taken seriously and handled with care and respect. I may also request that I be referred to another therapist and am free to end therapy at any time.

I have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

I have the right to ask questions about any aspects of therapy and about my therapist's specific training and experience.

I have the right to expect that the relationship will be professional and will not include social or sexual relationships with clients or with former clients. If we see each other accidentally outside of the therapy office, I understand that Nikki Dear, LCSW will not acknowledge me first. My right to privacy and confidentiality extends to public settings and Nikki Dear, LCSW does not wish to jeopardize my privacy. However, if I acknowledge my therapist first, she may speak briefly with me, but will not engage in any lengthy discussions in public or outside of the therapy office.

By signing this form, I certify:

I understand that the service provided through Accepted Therapy Services is not intended for crisis situations and urgent needs. In a crisis situation, I agree to call 911 or local emergency services, or visit the nearest emergency room. Information shared with my therapist is confidential except in the following circumstances: If I present as a danger to myself or others, mandated reporting of abuse of children or elders, or if I sign a release of information.

That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

That I have read or had this fo	rm read and/or had this form explained to me.) me.	
Signature	Printed Name		
Witness	Date/Time		