

INFORMED CONSENT AND COUNSELING AGREEMENT FOR THERAPY SERVICES

The Therapeutic Process

Therapy is the process of solving emotional problems by talking with a person professionally trained to help achieve a more fulfilling individual life, marital relationship, or relationship with your family. The process of change will in many ways be unique to your situation. It begins with clearly defining the problem. Once that is achieved, therapy involves identifying and processing vulnerable thoughts, feelings, and behavior, understanding the origin of your problem, and developing new coping skills. It is important that you understand that participation in therapy sometimes involves the exacerbation of symptoms. However, over time you should see an improvement. My goal is to help you feel able to face life's challenges without my support or intervention as quickly as possible. For some clients this only requires a few sessions. For others this may require more long-term involvement.

The most important factor in the success of therapy is open communication between client and therapist. Your treatment plan will always be a collaborative process. As such you have the right to accept or refuse treatment. You also have the right to ask me questions about my qualifications, background, and theoretical orientation. If at any time during the therapeutic relationship you have questions about whether treatment is effective, feelings about something I have said or suggested, or need clarification of our goals, do not hesitate to ask.

Sessions are generally 55 minutes. It is impossible to guarantee any specific results regarding your counseling goals. However, I assure you that my services will be rendered in a professional manner consistent with accepted ethical standards.

Although our sessions will be very intimate, it is important for you to realize that we have a professional, rather than personal relationship. Please do not invite me to social gatherings, offer gifts, invite me to follow you on social media or ask me to relate to you on a social level outside of our sessions. Because we live in a small community, if I see you in a public setting, I will not acknowledge you unless you first acknowledge me. It is generally best for you that any public discussion be kept to polite interactions. Please do not take offense and know that this distance is an extension of my respect for you and my desire to protect your confidentiality.

Legal Matters

SCA counselors will not willingly testify in any court proceedings as this role, more often than not, jeopardizes the therapeutic relationship. SCA will generally file a motion to quash an attempt to have an SCA counselor participate in a legal matter. All legal fees for SCA representation will be passed on to the client(s) and/or guardian(s) who waive the right to confidentiality and/or legally subpoena an SCA counselor to be deposed or to testify. SCA counselors will charge \$1500.00 per day for any scheduled deposition, hearing, or courtroom appearance, regardless of the time spent in said activities. This fee applies whether the SCA counselor is able to testify that day or not. Payment for any appearance will be required prior to my counselor's participation. SCA counselors charge \$150.00 per hour for time spent on any additional activities related to any legal matter.

Payment

Fees are negotiated between the client and therapist at the beginning of the therapeutic relationship. Fees are determined based on several factors including the type of service provided, length of service and any kind of agreement SCA may have with a particular insurance company. SCA agrees to provide 30-day notice prior to an increase in fees.

Payment for services rendered is expected at each session. Please see the Billing Policy /Release of Information section of our intake form for specifics regarding methods of payment.

Returned Checks or Declined Credit Cards

If you pay for any service provided with a *check* and that transaction is returned to us from your bank as non-payable, there will be a charge of \$35.

For those paying with a debit or credit card we ask you to enter into an automatic billing agreement. Under this agreement cards are charged the next business day after a session. Cards are also automatically activated if clients are charged a same day cancellation fee.

If a card declines, we will attempt to successfully charge the amount owed within a week of the date of decline. If the second attempt to charge the card fails, our office manager will contact the billing party to obtain an alternate form of payment. The alternate form of payment is also stored in our system. We agree to clarify which card is primary and will only use the alternate card when the primary card fails. We also agree that our office manager will notify the billing party if the alternate card is being used.

Cancellation

Our cancellation policy requires that you **cancel** your appointment **24 hours** in advance to **avoid being charged the full session rate**. You may call the office (662-323-5588) or text me or our office manager to cancel an appointment. When canceling, please indicate when you would like to reschedule your next session. If I need to cancel a session, I will notify you promptly via text. We ask that you present a credit card for billing of the cancellation fee in the event of a missed appointment where no notice is given. Our office manager will contact you by phone to obtain the pertinent card information.

Insurance

Most health insurance companies will reimburse clients for counseling services, but some will not. Typically, only a portion of my fee is reimbursable. If you are member of an HMO, PPO, or some type of managed health care plan, my office manager will alert you if I am an authorized provider under that plan and how much your plan covers. Fees will be billed and collected according to the requirements of that plan. If I am not an authorized provider, your plan may not reimburse you for the cost of my services. Understand that no insurance guarantees authorization of payment prior to submitting a claim. Therefore, it may be necessary to bill you retroactively for any amount the insurance declines to pay.

When insurance is utilized for therapy services, clients should be aware of the limits of confidentiality. Typically, insurance companies only require the following information: diagnosis, dates of service, the kind of service (individual, group, or family), and name of person being treated. However, some managed care companies may require additional information. Thus, you may not have the extent of confidentiality you would otherwise expect. Additionally, I utilize the services of an electronic data interchange clearinghouse company to assist in filing claims electronically. Only information relevant to filing a claim is released and the company operates in accordance with all confidentiality practices covered under HIPPA. Signing of this agreement authorizes the release of information to your insurance company and to the EDI clearinghouse.

Messages

As we work together, you will notice that I do not accept phone calls while in session. During those times, and at other times during the day or evening, my calls are answered electronically. Messages and texts are checked daily. I will call you back or message as soon as I am able. I endeavor to respond to messages within 24 hours. On evenings, weekends and holidays messages will be received and acted upon during the next working day. If it is important that you speak with me directly during regular offices hours, please leave your name and phone number with the office at (662)-323-5588. Our office manager's hours are Monday-Thursday (9-4) and Friday (8-11).

Often clients like to communicate with us via text or email. We have contracted with an email provider that encrypts our emails. We also use a texting app that creates a secure text connection with encryption on both ends when utilized correctly. We take every measure possible to protect your information; however, we cannot guarantee the security of any electronic communication.

Virtual Counseling Services

We offer telehealth psychotherapy sessions via secure internet technology. This can include consultation, treatment, transfer of medical data, emails, telephone conversations and/or education using interactive audio, video, or data communications. Your counselor will discuss how to access our secure virtual therapy sessions if you ever choose to utilize this service. Teletherapy has the same purpose or intention as counseling sessions conducted face-to-face at the office of Starkville Counseling Associates and cost the same as face-to-face sessions. Research indicates positive efficacy for virtual counseling sessions. However, due to the nature of the technology used, teletherapy may be experienced differently than face-to-face treatment sessions.

Medical and Financial Records

Medical and financial records are maintained for each client for a period of seven years. The records are our property, but we are happy to provide a copy. We prefer a 30-day notice for a copy of the medical record and would like to review the record with you prior to sending a copy as the information in your record is subjective. Review of the record helps to avoid any misunderstanding of the subjective nature of information included in a mental health medical record.

Emergencies

Our office is NOT set up to routinely provide crisis intervention services. In the event you feel your mental health requires emergency attention, you should call 911 or report to the emergency room of your local hospital and request mental health services. You may also call Lifeline at 1-800-273-TALK(8255). Lifeline provides 24/7, free and confidential support for individuals in distress. They have trained volunteers who will listen and provide crisis resources for you or your loved ones.

Ending Therapy

You have the right to terminate or take a break from therapy at any time, without my permission or agreement. However, if you decide to exercise this option, I encourage you to talk with me about the reason for your decision, so that we can bring sufficient closure to our work together. Closure involves discussing your progress and exploring ways you can continue to utilize the skills and knowledge you have gained in therapy. When needed, we will discuss any appropriate referrals.

Licensed Professional Counselors are ethically required to continue therapeutic relationships only as long as it is reasonably clear that the client is benefiting from the relationship. Therefore, I agree to have ongoing discussions with you about your progress and to work expediently toward resolution of your problem. However, if at some point I believe that you need additional treatment or that I can no longer help you with your problem, I will discuss this with you and make an appropriate referral. A therapist may cancel or terminate services for noncompliance with the plan of care, failure to keep or cancel appointments, violent behavior, a threat of violence, or involvement in criminal behavior.

In the event you are dissatisfied with my services for any reason, please let me know. If I am not able to resolve your concerns, you may report your complaints to the State of MS Licensed Professional Board of Examiners. For questions or assistance on completing a complaint contact

Mississippi State Board of Examiners for Licensed Professional Counselors 239 North Lamar Street Jackson, MS 39201 Office: 601 359-1010 info@lpc.ms.gov