

205 S. Lafayette, Starkville, MS 39759 662-323-5588 www.starkvillecounseling.com

# INFORMED CONSENT AND COUNSELING AGREEMENT With Daniel Russell, MS, LPC, NCC

I am pleased you have chosen me as your counselor. This document is to insure that you understand our professional relationship.

## **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 particular situation. It begins with clearly defining the problem. Once that is achieved, therapy involves discussing your 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 or not 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 60 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, or ask me to relate to you on a social level outside of our counseling sessions. You will be best served if our relationship stays strictly professional and if our sessions concentrate exclusively on your concerns. You will learn a great deal about me as we work together. You will also learn that I care deeply about my clients. However, it is important for you to remember that you are experiencing me only in my professional role.

## Confidentiality

By law and professional ethics your sessions are strictly confidential. Generally, no information will be shared with anyone without your written permission. See the Notice of Privacy Practices for details regarding use and disclosure of client information. Please know that I regularly staff clients via supervision and peer supervision in order to provide quality care for my clients, however, names are kept confidential.

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. I think it best 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 participating. SCA counselors charge \$150.00 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 agreements SCA may have entered into with a particular insurance company. SCA agrees to provide a 30-day notice prior to an increase in fees.

Payment for services rendered is expected at each session. Cash, personal checks, or credit card payments (with convenience fee) are acceptable forms of payment. I will provide you with a receipt for fees paid at your request.

### **Returned Checks**

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. After a non-payment incident, checks may no longer be accepted and you will be required to pay all outstanding balances on a cash only basis.

### Cancellation

In the event you will not be able to keep an appointment, you must notify me 24 hours in advance. If I do not receive such advanced notice, you will be responsible for paying for the session you missed. Insurance companies do not pay for missed appointments. You may call my office (323-5588) 24 hours a day, seven days a week and leave a message to cancel an appointment. When canceling, please indicate when you would like to schedule your next session. In the event that I have to cancel a session, I will notify you promptly.

#### Insurance

Most health insurance companies will reimburse clients for my counseling services, but some will not. Usually only a percentage of my fee is reimbursable. If you are member of a HMO, PPO, or some type of managed health care plan, I can tell you if I am an authorized provider under that plan. 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. You should contact a representative to determine the specifics of your plan. 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 are checked daily. I will call you back as soon as I am able. Usually I can get back with you within 24 hours. If you need to speak with me directly during regular offices hours, please leave your name and phone number with the office at (662)-323-5588. On evenings, weekends and holidays the messages will be received and acted upon during the next working day.

### 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 report to the emergency room of your local hospital and request mental health services. You may also call CONTACT help line at 323-4357 (Starkville) or 328-0200 (Columbus) where they have counselors on-call to assist you.

### **Counseling and Financial Records**

Counseling and financial records are maintained on each client for a period of seven years. The records are our property, but may be reviewed by a client with a 30 day notice.

#### How to reach me

I am available by appointment only. You may schedule an appointment through the office, Monday-Thursday 9-4 and Friday 8-12 at (662)323-5588. I check messages daily and will call you back as soon as I am able. You may also reach me by email at <u>drussell@starkvillecounseling.com</u>. However, if it is an emergency, please utilize one of the resources listed in the emergencies section.

### **Terminating Treatment**

You have the right to terminate or take a break from treatment at any time, without my permission or agreement. However, if you do 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. If needed, we can 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 form 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.

## **My Credentials**

I have been working as a counselor since 2009. My counseling practice is limited to adolescents and adults and includes individual, group, couples and family counseling. I am a Licensed Professional Counselor in the state of MS. I am also nationally certified by the National Board of Certified Counselors. I hold a Masters of Science in Counselor Education from Mississippi State University. The graduate program I completed is accredited by the Council on Accreditation of Counseling and Related Education Programs (CACREP). 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 (888) 860-7001.