

# Informed Consent for Psychotherapy

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### CONSENT TO TREATMENT

- **Practicum & Intern Status:** As part of this informed consent, it is important that it is communicated to you that this practice works with providers in Intern status and providers who engage clients in Basic Skill Training (BST) and Psychosocial Rehabilitation (PSR) services.

- A Practicum/Intern student is a pre-licensed therapist who has completed a master's degree program, completed a practicum period, and is working on completing the 3000 hours required for licensure in the state of Nevada. During the internship, the intern works under the license of a supervisor—an experienced, licensed professional. As an intern, the provider meet regularly with their supervisor to discuss client situations.

- BST and PSR services help individuals develop skills and access resources needed to increase their ability to be successful, make better choices, and increase positive behaviors.

- The supervisor over these providers at Calm Gardens Therapy is Leah Gardner, and she can be reached at (702) 670-0090 (this is an outbound phone, and it may take 24 to 48 hours, excluding holidays and weekends, for a return call).
- As a client, your rights are guaranteed by the rules of ethical professional practice and the law. You have the right to:
  - Mental health care and treatment
  - To be advised about treatment choices and possible treatment concerns
  - To refuse treatment
  - To privacy
- Contents of all therapy sessions are considered confidential. Information about treatment is confidential and not released to anyone without your written consent. There are a few limitations to privacy and confidentiality. The ethical standards of therapists, and in some instances, state laws, require reporting to responsible persons when clients indicate any of the following:
  - Threat to harm yourself
  - Threat to harm someone else
  - Abuse or neglect of a child, or if the therapist suspects abuse or neglect
  - Abuse or neglect of an elderly person, or if the therapist suspects abuse or neglect
  - Other limitations to your privacy include:
- Courts request to obtain your clinical record with a Court Order or judge-signed subpoena

- Ex-spouses have the right to review their child's record unless the Court has terminated those rights
- To protect confidentiality, if I see my client(s) in public, I will not engage in conversation or acknowledge our association *unless* you, the client(s), approach me first. Further, if you, the client(s), approach me or acknowledge our association, you accept the possibility that my and your nearby friends and/or family will become aware of your, the client(s), status as a client.
- I do not participate in any court-related services for clients, including depositions, hearings, consultations with lawyers, or attendance at courtroom proceedings. I ask that you respect the integrity of the therapeutic process and refrain from asking for my participation.
- Please refrain from wearing perfume/scented lotions to sessions, as many clients are sensitive to fragrances.

#### **NOTICE OF THE POSSIBILITY OF A CHANGE OF PROVIDER OCCURRING:**

Change is a common occurrence in our day-to-day life where people move to new locations, take a leave of absence (e.g., for a sabbatical or maternity leave), go back to school, and so forth. Please note that we are a training facility, and as such, individuals start off in their careers with us to learn how to improve their clinical practices. Some may stay on as they transition from being a student to a State Licensed intern, even becoming Fully Licensed providers. At any point through this process, change may occur (as described above), OR a provider may find that they would like to go to a setting to work with new populations or to continue developing under other supervision approaches. Should a change in provider occur, we will do our best to inform clients and create an opportunity to start transitioning you to a new provider, with as limited interruptions as possible, to ensure the quality of care and treatment you are receiving with us. You may receive an email from our main office as an informal notice before your provider verbally discloses information on their leave to you at your appointments. We still encourage a closing session with your provider, where you can discuss your continuation of treatment for the new provider to resume. If you have any questions, please do not hesitate to contact us, and we will do our best to accommodate. Please note that we do not discuss any reasonings behind a provider's transition out of their role here. We will be able to help assist with any questions you may have about your new provider. We greatly appreciate your time and understanding during that transition, should it occur during your time with us at CGT.

#### **ATTENDANCE AGREEMENT**

To maximize the benefits of therapy, all scheduled appointments must be attended. The consistency of attending therapy sessions assures that you will obtain maximum treatment benefits and assists you in meeting your goals. Missed or late appointments disrupt therapy schedules, which impacts you, your therapist, and other patients.

Acknowledging this form indicates that you understand our attendance policy and the consequences of not keeping your appointments. We anticipate that you will adhere to the following:

1. I agree to call to cancel my appointments at least 24 hours in advance. If I do not call to cancel, call the day of/before a session, and do not attend therapy, this will be considered a "no-show." You may be charged a fee if appointments are not canceled at least 24 hours in advance.
2. I understand that any appointment resulting in a late arrival is considered a tardy. Two times tardy for therapy equals a no-show.
3. I understand that it is at the therapist's discretion to discharge me from services as a result of missing scheduled therapy appointments, and that if there are 2 missed appointments in a six month period that may result in a discharge from services.

4. I will contact the office immediately if I must cancel an appointment due to an illness or emergency. Family emergencies will be taken into consideration.
5. If I know that I will not make it 10 minutes before the start of the session, then I will not be seen, and this will count as a no-show.
6. I understand that if I arrive ten minutes late without prior notification, I may not receive therapy that day. Sessions that begin late will still end at your scheduled appointment time, and you will still be billed for the full appointment.
7. I agree to notify the therapist at least two weeks before vacations or extended leave of absence.
8. I understand that canceling to reschedule an appointment under the 24-hour window is still a late cancellation, and I may be charged a fee.
9. I understand all fees are due before scheduling and/or attending my next appointment.
10. I understand that a working card must be on file before therapy sessions and that billing will occur at the beginning of the session.
11. I understand that any payments not completed within 24 hours of the appointment will remove future appointments from the schedule until the fee has been paid.
12. If I am inactive from attending therapy for two months, these services will be automatically terminated.

Following these guidelines will significantly facilitate the quality of treatment. Thank you for being so cooperative. Please note that if you are discharged from therapy due to attendance issues, we will provide alternative referrals and assist in your care transition.

## OFFICE PRACTICES AND POLICIES

- Therapy is a building block process. Each session builds on or complements previous sessions. Successful treatment depends on your attendance at each scheduled session.
- **Fees** that clients are responsible for include missed appointments, late cancellations, or no-shows ranging from \$60.00 to \$180.00. Other costs include, but are not limited to, fees for co-pay or insurance deductible; this also contains adjustments your insurance company makes when paying out for services provided; bounced checks & charges that are disputed; and non-therapy-related documents or paperwork. **Insurances are billed as a courtesy.** *As a courtesy, claims that have been sent more than two times, rejected, denied, or do not cover co-pay costs (including secondary insurances) will be billed to the client for the total amount due.* Additionally, any clients who are using insurance and have not completed the insurance information in their client portal and/or provided front and back images of their insurance card to the provider will be contacted and will have 48 hours to make this correction to allow for insurance billing. If no correction is made, the client will be identified as a self-pay client and responsible for the out-of-pocket rate for services. Information from the Outstanding Fees section may apply to these situations.
- **Insurance and Billing:** An insurance claim is a bill sent to your insurance provider to pay the full amount due for services rendered to the client. Clients with a deductible are responsible for paying anywhere from \$80 to \$100.00+ towards their deductible amount.

Clients who are unsure of their co-pay will be billed \$30.00. When the insurance provider pays out on a claim, they may adjust the amount to reflect what the client owes for their co-payment. For any adjustments that reflect a co-pay amount that is less than the \$30.00 billed for services, a credit will be applied to the client's account and may be used towards future sessions. Similarly, for any adjustments that reflect a co-pay amount over \$30.00, the client will be responsible for those fees (see Outstanding Fees). \*\*Please note that insurance payments on claims may range from 2 weeks to 3 or 4 months after the service date.

- **Cancellation policy:** If you are sick or cannot attend your scheduled session, please notify me or the office as soon as possible so I may adjust my schedule and reschedule you for another time. If not, the late cancellations and no-shows fee ranges from \$60.00 to \$150.00.
- **Late cancellations/No-shows:** We at Calm Gardens Therapy implement boundaries with our clients as part of the service delivery, including holding clients accountable for time management. Clients are responsible for checking in with the front office receptionist, who will notify the provider of their arrival and/or for reaching out to their provider before the appointment or within the first 10 minutes of the session if a technical issue arises (for telehealth). Failure to do so or to contact your provider on your own upon arrival and no later than 10 minutes past the start of the session time will result in the appointment being marked and billed as a no-show.

We do understand situations may arise and aim to work with our clients. We also need to adhere to practice policies and procedures; sometimes, flexibility may not be available or appropriate to the situation.

For late cancellations, clients have up to 24 hours before an appointment to cancel. Anything under 24 hours is a late cancellation, and the client will be responsible for the fee. Clients may cancel using ANY of these methods: calling, leaving a voice message at the front office or with the provider directly, through email or text, and clients can even go through their client portal and cancel their own appointments.

A no-show is when a client does not make it to an appointment OR arrives 10 minutes or more after the start of a session time. Clients who notify the provider that they are running late may be given the option of being provided an additional 5 minutes (15 minutes total) to arrive. This extra time is available upon request by an individual, and the provider does reserve the right to deny the request and not see clients past the 10-minute mark after the start of a session. Even if a client arrives late to an appointment after any of the times above, they will not be seen and will be billed the no-show fee.

- **Out-of-Pocket Clients:** Clients who cancel less than 24 hours before their scheduled appointment will be charged the full session fee. Similarly, clients who do show an appointment will be charged the full session fee.
- **Courtesy Appointment Notifications:** Appointment reminders, text, e-mail, or voice calls are options that clients may choose to receive or not receive when completing new client documents. These may be sent either (1) at the time that an appointment is scheduled, (2) 48 hours before an appointment as a courtesy, and (3) 24 hours before an appointment. (**\*\*\* Clients will receive notifications should they select this option when filling in their information from the new client portal link\*\*\***).
- Client responsibilities include, but are not limited to:
  - Track their appointments and ask the provider or office for clarification regarding any concerns, particularly appointment days or times and/or for not receiving a link to their telehealth appointment.

- Reach out to the therapist, utilizing a contact method that will promote quick communications as soon as possible, to work through resolving the issue (e.g., should a connection issue arise via phone, telehealth, or other non-face-to-face sessions). *For clients receiving telehealth and who have signed up to receive courtesy e-mail reminders, a link will be sent in the e-mail reminder 48 hours before the appointment.*
- Moreover, for face-to-face sessions, if a client is late or is struggling with any concerns, not limited to locating the office or making it to the appointment on time, these need to be addressed, if not before the appointment, no later than 10 minutes past the start of the session time. If not addressed, the client will be responsible for the no-show fee.
- Whether you are in the office or in telehealth, you are responsible for contacting your provider within the first 10 minutes of your session if you encounter any issues. For telehealth, this may be a technical issue including, but not limited to, not receiving a link (for clients who have opted in to receive a courtesy email appointment notification), link not working, running late, internet connectivity issues, audio not working, sitting in the video lobby and not seeing your provider (sometimes the video does not connect), etc. For in-office, this may be an issue including, but not limited to, being stuck in traffic, not locating the office, etc.

\*\*\*\*If you do not inform your provider of any issues you are having, the session will be marked and billed as a no-show; this includes even if you have reached out to your provider past the 10-minute mark and is because we ask for prior notification of issues. We cannot help or assist AFTER the fact.

- **Payment Options:** While we accept cash pay during face-to-face service, we require a card to be on file to bill for any missed appointments (e.g., late canceled or no-showed) and/or more manageable billing for any outstanding fees.

We do not allow clients to pay for sessions after services have been provided, such as at the following appointment. Payment is *always* collected at the time of service.

- **Outstanding Fees:** You are responsible for paying for any services you receive before you terminate services. If there is an outstanding balance at the time of termination (this includes clients who have not scheduled to resume services for at least 30 days), you will be charged for the total balance, and no options for payment arrangements will be provided. Fees accrued due to cancellations, phone sessions, and/or telehealth sessions must be received before the next appointment. Further appointments will not be scheduled until a zero balance is obtained.

With regards to outstanding fees, these may occur due to insurance adjustments to the co-pay or deductible amount due at the time of service (see Insurance Claims for more information). ***Any outstanding fees must be paid before the next appointment and no later than 48 hours before the next scheduled appointment\*\*.***  
An outstanding fee that is not paid off or where an arrangement to pay towards it has not been made will cancel any future appointments until they have been paid. Once payment or payment arrangements have been established, clients can schedule appointments.

Finally, regarding outstanding fees, clients may/may not be provided a courtesy email from the office or text through the EMR system (see EMR below), notifying them of the amount due and if any options for arrangements are available. \*\*\*\*\**The office will charge the total amount due.*\*\*

- **Clients who miss 2 or 3 consecutively scheduled appointments will be cause for termination or revocation of their standing appointment, requiring that they make future appointments on a week-to-week basis depending on the availability of current appointment times.**

- Record keeping: I am required by the law and standards of my profession to maintain appropriate treatment records. These may include diagnosis, therapy goals, progress in treatment, documentation of mandated disclosures, and other information. You have the right to review and/or receive a copy of your records unless I find that doing so would likely cause you substantial harm, endanger your life or physical safety, or pose a significant risk of damage to another individual. If so, I will prepare an appropriate summary of these records. Given the use of professional language, my records may be difficult to interpret or understand. If you wish to review your records, I recommend that we review them together to discuss their content.

## **NO SURPRISE ACT**

**You have the right to receive a “Good Faith Estimate” explaining how much your medical and mental health care will cost.**

Under Section 2799B-6 of the Public Health Service Act, healthcare providers and healthcare facilities are required to inform individuals who are not enrolled in a plan or coverage or a Federal healthcare program or not seeking to file a claim with their plan or coverage both orally and in writing of their ability, upon request or at the time of scheduling health care items and services, to receive a “Good Faith Estimate” of expected charges.

Under the law, healthcare providers must give patients who don’t have insurance or are not using insurance an estimate of the expected charges for medical services, including psychotherapy services. It is important to note that you may save money by choosing an in-network provider.

- You can receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes costs like medical tests, prescription drugs, equipment, and hospital fees.
- Ensure your healthcare provider gives you a Good Faith Estimate in writing at least one business day before your medical service or item. You can also ask your healthcare provider and any other provider you choose for a Good Faith Estimate before you schedule a service.
- If you receive a bill of at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

## **TELEPHONE AND EMERGENCY PROCEDURES**

- I am not always immediately available by telephone. I do not answer my phone with clients or when unavailable. At these times, you may leave a message with the front office or on my confidential voicemail (if you call my cell), and I typically will return phone calls within 24 hours. I do not call back past 8 PM on weekdays and am unavailable during the holidays and weekends. If you feel you cannot wait for a return phone call from me, contact the National Suicide Hotline at 800-273-TALK (8255), or if it is an emergency, call 911. If I am unavailable for an extended period, I will provide the name and number of another qualified clinician you may contact if necessary.

**Consent to treatment:** By providing your signature below, you are indicating the following:

- You voluntarily agree to receive mental health assessment and mental health care, treatment, or services, and you authorize me to provide such assessment and care, treatment, or services as I consider necessary and advisable.
- You understand and agree that you will participate in planning your care, treatment, or services and that you may stop such care, treatment, or services that you receive through me at any time.
- You have read and understood this statement and have had ample opportunity to ask questions about and seek clarification of anything unclear.

- That I provided you with a copy of this statement.
- You consent for me to communicate with you by mail, e-mail, and/or phone, and you will immediately advise me in case of any change.
- I understand that there is no guarantee of treatment outcomes. Clients who do not adhere to the treatment standards of care or who have inconsistent attendance may not notice any change towards improvement as a result of receiving services at our facility.

I permit Leah M. Gardner to evaluate my case and provide treatment. I have read the office practices and policies and have had any questions answered about these policies. I understand and agree to the policies described above. I further understand that any psychotherapy has risks and benefits, but these cannot be fully described here in anticipation of a potential for treatment.

#### COVID-19 POLICY

Calm Gardens Therapy, LLC adheres to the CDC's COVID-19 regulations. Ensuring safety is a priority and is always executed within the office setting. Expectations include but are not limited to, practicing safe social distancing measures, hand washing when necessary, disinfecting common areas as necessary, and wearing masks (when appropriate, as we understand there may be exceptions related to medical/behavioral health). Compliance with these expectations cannot guarantee safety from any or all risks of exposure to COVID-19. Acknowledgment and agreement to these disclosures dissolve Calm Gardens Therapy, LLC and any associated parties of all liability and/or responsibility.

**I hereby authorize Calm Gardens Therapy to release to my insurance company or its representatives any information, including the diagnosis and the records of any treatment provided to me during treatment.**

**I authorize and request that my insurance company pay the amount due for services directly to Calm Gardens Therapy. I agree that I will be responsible for all co-pays, deductibles, and non-covered services. I further accept responsibility for verifying my insurance coverage. I understand and agree to a charge of the standard hourly rate should I miss an appointment or fail to cancel before 24 hours of the appointment time.**

**I understand that, in the event of non-payment, for any reason on my part, Calm Gardens Therapy may turn the balance over to a collection agency.**

**We may, at any time and our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Facility/Practice following any such modification constitutes your acceptance of these modified Terms.**

**\*\*Please note this updated contract, and any thereafter, supersedes old contracts and/or agreements.**

**BY SIGNING BELOW, I AGREE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.**

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Client/Parent Guardian Signature

\_\_\_\_\_  
Date