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**Informed Consent for Therapy Services – Adult**

**THERAPIST-CLIENT SERVICE AGREEMENT**

Welcome to my practice. 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 patient 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.

**PSYCHOLOGICAL SERVICES**
Therapy is a 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 feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life.  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.

You should evaluate this information and make your own assessment 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.

Our sessions and your course of therapy may include but are not limited to, homework assignments, role-playing, written assignments, assertiveness training, or social skills training. During the course of your individual therapy other recommendations may be suggested, such as participation in group therapy, 12-step recovery or other support groups. Should this happen, I will try and supply the information necessary to facilitate the recommendations. With some therapies there are possible side effects and some risks are involved (discussed in above paragraphs).

The duration of therapy will be determined by your progress, the desired goals of the intervention, treatment type, and mutual agreement between us. We will decide when to terminate therapy based on your needs. In the

event that I feel I am unable to assist you, when it is clear you are no longer benefiting, when services are no longer meeting your needs, or you are not willing to pay the agreed upon fees for services, therapy will be terminated.

**THE THERAPIST/CLIENT RELATIONSHIP**

During your treatment we will have many conversations that are personal and involve intimate and personal information about your life and those within your life. My role in this relationship is Therapeutic Professional and you are my client. Although I care deeply about you and the success of your treatment and your ability to overcome the obstacles present in your life, this is not a social friendship. I will not see you or speak to you socially. If I see you outside of this office I will not acknowledge you unless you speak to me first and any interaction will be limited to a brief greeting. Please understand that if you do speak to me and others are present, I will not explain the nature of our relationship as I am bound to our confidentiality agreement and this agreement withstands time and circumstance. I am ethically bound to report any knowledge of any current or prior misconduct by health care providers. It is also important for you to know that I see the world and the people in it through the lens of an Evangelical Christian. Although this will NEVER enter into our therapeutic relationship unless you invite it in, I believe it is important for clients to know foundational beliefs held by those providing mental health care. I am NOT a Biblical Counselor, my professional training is completely secular in nature, and my beliefs will only enter into our conversations should you invite them in.

**APPOINTMENTS**
Before regular appointments can be scheduled all clients must have an Intake Session. Intake sessions for children, adolescents, teenagers, and individual adults lasts 75 minutes and when an appointment has been scheduled for a child or adolescent, this intake session is made for the Parent, and preferably BOTH Parents. Intake Sessions for Family or Couple Counseling are 90 minutes. All subsequent sessions will ordinarily be 45-50 minutes in duration for individual counseling or parent coaching OR 90 minutes for couples or family counseling, once per week at a time we agree on, although some sessions may be more or less frequent as needed. Intake sessions AND regular sessions for Couples or Family Sessions are 90 minutes. The remaining portion of your therapeutic hour will be spent in documentation . Please understand that I also spend time outside your therapeutic treatment hour planning and reviewing your information. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, you must provide me with at least 24 hours ADVANCE notice, prior to your appointment time. If you miss a session without canceling, my policy is to collect your full session fee [unless we both agree that you were unable to attend due to circumstances beyond your control]. If you cancel with **less than 24 hour notice**, my policy is to collect your full session fee [unless we both agree that you were unable to attend due to circumstances beyond your control]. 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 regardless of your arrival time. Being later than 20 minutes to your appointment may result in the need to reschedule. **I may also terminate therapy in the event you have missed three appointments without calling to cancel 24 hours prior to the scheduled appointment. I will attempt to contact you with your latest contact information to inform you of termination.**

**PROFESSIONAL FEES**
The standard fee for an Intake Session for children, adolescents, teenagers, and individual adults is $200. The standard fee for Regular Individual sessions for children, adolescents, teenagers, and individual adults is $150.00. The standard fee for both Intake and Regular sessions of marriage, couple, or family therapy is $260.00. You are responsible for paying at the time of your session. Payment must be made at the start of the session by cash, check, Venmo, Zelle, or credit card. Any checks returned to my office are subject to an additional fee of $35.00 to cover the bank fee that I incur. Sessions paid via credit card or HSA card will incur and additional $5.00 fee. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, 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.

**INSURANCE**

At this time I am accepting the following Insurance via my Headway.com profile (accessible via my website): Aetna, Cigna, Carelon, Quest, and BCBS Massachusetts. You must complete your Headway profile with your insurance information PRIOR to your appointment (at least 72 hours in advance of your appointment) so that I will be able to bill your insurance directly for your session. Insurance will not pay for sessions longer than 60 minutes so intakes and other sessions that normally are longer than 60 minutes will have to be adjusted for insurance billing purposes.

If using Private Pay, payment must be made in full by you at the time of treatment by cash, check, Venmo, Zelle, or credit card. The positive aspect of self-pay/private pay is that your mental health records are kept entirely confidential (unless subpoenaed by the courts) and will not be subject to the review of a third party, including any official diagnoses. 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 a book entitled the DSM-V. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.)

Also with insurance billing, sometimes therapists have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information becomes part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, therapists 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.

If you wish me to supply you with a SuperBill, please notify me in advance of your appointment. You can submit your SuperBill to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.

**PROFESSIONAL RECORDS**
I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the 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.

**CONFIDENTIALITY**
My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices – HIPPA Form. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

All Psychotherapists are required to adhere to the Code of Ethics and Standards of Practice as put forth by the

Texas State Board of Examiners of Professional Counselors. This code precludes dual relationships in order to protect the rights of the patients and maintain the objectivity and professional judgment of the provider of services. In the event that a relationship outside the therapeutic relationship is unavoidable, I will discuss the situation with you and resolve the issue with you professionally and in a manner most suitable to your needs.

Some Limits to the Confidentiality Agreement:

* When the client waives their right to privacy and gives written consent
* When disclosure is required to prevent clear and imminent danger to the client or others
* In matters affecting the welfare or abuse of children and/or the elderly
* When the client discloses gross misconduct of healthcare professionals
* When ordered by an official of the court as required by law

In the event of a treatment team, supervisory status, or peer review, you will be informed prior to services being rendered, of every person who may have access to the file or information pertaining to you. In the event of one of the above stated instances, I will disclose only what is essential information required by the given circumstance.

Laws have been enacted for your privacy. It is important to know that emails and phone call interchange, including text messaging are not secure or guaranteed for privacy because they can potentially be intercepted. Therefore, by signing this document you understand that if we have correspondence by email or phone/text, there is a potential for confidentiality to be compromised.

**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.  [See  [Adolescent Informed Consent Form, to be signed by both adolescent and parent(s)](http://www.centerforethicalpractice.org/ethical-legal-resources/practice-resources/sample-handouts/adolescent-consent-form/%22%20%5Ct%20%22_blank).]

**CONTACTING ME**
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 because you feel unable to keep yourself safe, 1) **DIAL 911** or 2) go to your Local Hospital Emergency Room 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.

**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, gender, sexual orientation, 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.

**COMPLAINTS DUE TO MALPRACTICE**

Anyone who wishes to file a complaint against a healthcare professional in this state may place a complaint by contacting the following:

Texas Behavioral Health Executive Council
George H.W. Bush State Office Building
1801 Congress Ave., Ste. 7.300
Austin, Texas 78701
Main Line (512) 305-7700
Investigations/Complaints 24-hour, toll-free system (800) 821-3205

The Council is open Monday – Friday, 8:00 A.M. to 5:00 P.M., but closed on state holidays.

The following is a notice from the Texas Behavioral Health Executive Council and must be provided in all clinician’s Informed Consents:

NOTICE TO CLIENTS

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint.

Please call 1-800-821-3205 for more information.

**CONSENT TO PSYCHOTHERAPY**
Your signature below indicates that you have read the Informed Consent Agreement and the Notice of Privacy Practices and agree to their terms.

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Signature of Client or Personal Representative

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Printed Name of Client or Personal Representative

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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