

**Informed Consent**

**Introduction**

Welcome to The Oaks Counseling Center. The intent of this document is to provide you with information concerning the policies and procedures of The Oaks Counseling Center and to clarify the terms of the therapeutic relationship between Therapist and Client. Any questions or concerns about the counseling process or this agreement should be discussed with the therapist prior to signing.

**Insurance**

If the client will be using insurance, the client is also responsible for all fees not reimbursed by his/her insurance or managed care company or any other third-party payer. The client is responsible for verifying and understanding the limits of his/her policy and coverage, as well as co-payments and deductibles. If the client wishes to use the benefits of his/her health insurance, the client agrees to inform the therapist at the beginning of treatment or in advance.

Initial: \_\_\_\_\_\_\_\_

**Fees**

If the client is not using insurance and payment will be private pay, payment must be made in full at the end of each session. A therapeutic hour is considered 50 minutes. In addition, the amount being charged to your insurance company may be adjusted by contract with insurance or managed care organizations. We are equipped to take cash, check, debit, credit, and HSA cards. Returned checks will be charged the additional fee charged by the bank for returned checks.

Fees for services are as follows:

Licensed therapist: $100 per ct hour

Non-Licensed therapist: $75 per ct hour

Graduate student: $50 per ct hour

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**Confidentiality and Exception to Confidentiality**

Therapist and client communications are considered “privileged” information which means it is protected by law and confidential. Information will not be shared outside the clinical setting or to a third party without written authorization by the client and therapist and clearly outlines the intent of the communication.

There are times when confidentiality can be broken:

1) if the therapist believes you are in imminent and immediate danger of harming yourself or someone else; if you report that you intend to physically harm someone, the law requires your

therapist to inform that person as well as the legal authorities

2) if knowledge or suspicion is disclosed concerning: child abuse or neglect, abuse or neglect of an elderly person, or abuse or neglect of a disabled person

3) if there is an order by a court of law to release records

4) if you are a minor and your parent(s) or legal guardian(s) request to see records of the minor

In couples counseling or family counseling, individual work may need to be done with either partner or various members of the family unit. I will not engage in “secret keeping” or keep confidential information that is revealed during individual sessions that contradict the goals of the couple or the family unit. I will work with you and support you in talking about this issue with your partner or other members of the family unit.

Initial: \_\_\_\_\_\_\_\_\_

**Confidentiality and Minors**

It is very important to me when working with minors to give them a safe and private space to share and voice their difficulties and concerns. There may be times when I need to speak with the parent or legal guardian, but the information will be in general terms and I will discuss the matter at hand with the minor and we will present the information and concerns to the parent or legal guardian together. Minors, please be informed that if you are at risk of harm to yourself or others then I must immediately notify the parent(s) or guardian(s).

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**Learning Facility**

The Oaks Counseling Center is a learning facility which means from time to time there may be both undergraduate, and graduate student learners present in session with your therapist. Whenever a student learner is present, that means the student is still actively in school and has not yet completed their academic requirements. It is possible the graduate level student learner may see clients on their own or the student may accompany the therapist in session. The Oaks also employs post-graduate residents which means the resident has completed their academic requirement and has graduated with a Master’s degree. A Master’s degree in counseling requires the resident to complete post-graduate hours with clients and in supervision before receiving full licensure privileges. Both the student learner and the post-graduate intern will actively be in regular supervision with the acting supervisor on staff until full licensure is granted by the state board.

Initial: \_\_\_\_\_\_\_\_\_\_

**Professional Consultation**

Professional consultation is an important part of a healthy psychotherapy process. Therapists regularly seek consultation in clinical/ethical/ legal concerns when needed with appropriate professionals. In such consultations, the therapist will not reveal any identifying information regarding the client.

Initial: \_\_\_\_\_\_\_\_\_\_\_

**No Show and Late Cancellations**

When you schedule and appointment, that time is reserved specifically for you. If you are going to be 20 minutes late or later, the therapist reserves the right to reschedule that appointment for another time. **It is required that you give at least 24 hour notice for cancellations.** If there is a late cancellation or you do not show for your appointment, you will be charged and billed for the time at the established fee. Be aware that insurance companies do not cover missed appointments; therefore, if you are using insurance to cover therapy costs, the client will be responsible for total fee due to missed or late canceled sessions, not just the regular co-pay amount. The amount charged for a late cancellation or no show is $75 which means the client will be responsible for that amount.

By initialing this part of the policy, if there is a debit or credit card on file, you are agreeing to have the card automatically charged the same day as the missed appointment. If you do not have a card on file, an invoice will be mailed to you the day the session is missed with payment due when the invoice is received by the client. Failure to pay the invoice may result in an inability to make an additional appointment until the outstanding fee is paid.

In addition, if you have canceled or no showed 3 consecutive times, your therapist reserves the right to refuse further appointments being scheduled and to refer.

Initial: \_\_\_\_\_\_\_\_\_\_\_\_

**Telehealth Communications**

Telehealth may also be a viable option for some clients. There are certain regulations that govern telehealth that must be followed so that HIPAA and confidentiality can be maintained:

1) there must be reliable access to electronics and Wifi or internet access;

2) there must be reliable access to a camera whether on your phone, laptop, or computer;

3) you must be in a secure, private place with no other people in the room unless they are part of the session;

4) you cannot be in a public setting surrounded by people or while you are driving;

5) if you are traveling, telehealth can only be performed by the therapist within the state of Tennessee.

If you feel that telehealth may be a good option for you, please discuss this with your therapist and an assessment will be made to determine whether telehealth is a good fit.

There are times when technology, even at its best, has complications or fails. If this should happen therapist and client will try to reconnect via the media platform, but if enough time has elapsed where the integrity of the session has been compromised or where technology is not working, the session may need to be rescheduled. Please be advised that not all insurance companies cover telehealth and it is your responsibility to check with your insurance company before agreeing to telehealth to ensure that services will be covered. Otherwise, you will be responsible for the total amount charged.

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**Social Media, Texting and Messaging**

It is very important to create a safe, private and confidential way to communicate between sessions. The Oaks Counseling Center uses a HIPAA compliant texting app so that you may contact the therapist or office manager between sessions. Please use this app when conferring through text messages. If you cannot use the app or prefer not to use the app, then you will need to call the office and speak directly with the office manager or leave a message and we will get back to you the next business day. The office manager will try to get back with you as soon as possible that next business day, and definitely within 24 hours during regular office hours. When contacting the office manager, please restrict texts to information regarding making or changing an appointment or information concerning payment or insurance. When texting, should information get outside of these parameters, the office manager may need to refrain from replying or may ask you to stay within the parameters set for texting and messaging.

When texting or messaging the therapist on the HIPAA compliant app, the therapist will try to get back to you as soon as possible, and definitely within 24 hours. The app can be used to talk about confidential content with the therapist. However, therapist reserves the right to ask the client to talk over the phone or in person should the content and nature of what is being discussed warrant it.

Due to being in a small community, there are times when our paths may cross on social media. If that should happen, a discussion will be had between therapist and client to determine what is appropriate in keeping with clear professional lines and boundaries. Additionally, please do not message therapist via social media platforms such as direct messaging or messenger as these are not HIPAA compliant.

If you try to reach the therapist in a crisis via texting or messaging and the therapist does not get back to you immediately or as quickly as you may need, please seek immediate help at one of the mentioned options under the heading after hours options below.

Texting and messaging can carry risk as well. There is a risk of misinterpreting or misunderstanding tone or intent of meaning due to not being able to hear the conversation and interpret body language. If you seem unclear about what has been said via text or messaging please address this quickly with your therapist so that clear intent and understanding can be offered. Again, the therapist reserves the right to ask to speak to you over the phone or in person should this become an issue.

Because we live in a small community, we may also see one another in public places. Please let the therapist know **how** and **if** you wish to be greeted or spoken to in public outside the professional setting. Your confidentiality as a client is paramount and your needs and desires will take precedence. Your preferences are also welcome to change or shift at any time, just let the therapist know.

**Records and Record-Keeping**

Therapists produce notes regarding client treatment after each session. Theses clinical notes must be maintained and stored properly according to Tennessee state law. If the client would like a copy of the therapist’s notes, the request must be made in writing and up to 48 hours in advance of needing the notes. Therapist also may refuse to produce a copy of the records under certain circumstances.

**Patient Litigation**

The therapist will not participate in any litigation or custody dispute in which the client and anyone else are parties. Therapist has a policy of not communicating with the client’s attorney and will generally not write or sign letters, reports, or declarations to be used in the client’s legal matters and will generally not provide records or testimony unless compelled to do so. If therapist is subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the client, the client agrees to reimburse the therapist $250 per hour even if the therapist serves for only a portion of that hour and for the time spent for preparation, travel, or other time in which the therapist has made available for such an appearance.

**Therapist Availability and After Hours Procedures**

If you, the client, are feeling unsafe or need immediate medical or psychiatric evaluation, please call 911 or go to your nearest emergency room.

**After hours options**:

1) 911 or nearest emergency room

2) Calm Center

301 W. Watauga Ave,

Johnson City, TN 37604

423-928-9062

3) Crisis Stabilization Unit

200 Fairview Ave.

Johnson City, TN 37604

423-928-9062

4) Creekside Behavioral Health

1025 Executive Park Blvd.

Kingsport, TN 37660

(423) 830-8110

5) Woodridge Mental Health Hospital

403 N. State of Franklin Rd

Johnson City, TN 37604

(423) 431-7111

**Termination of Therapy**

Therapist reserves the right to terminate therapy at her discretion for reason including but not limited to: untimely fee payment, noncompliance with treatment/medication recommendations, three or more consecutive missed appointments, conflict of interest, referral due to client being outside the therapist’s scope of competence and training. Client also has the right to terminate therapy at his/her discretion. Upon either party’s decision to terminate, the therapist will provide at least 3 referral options. Therapist will also attempt to ensure a smooth transition to another therapist or referral option.

**Risks and Benefits of Therapy**

Psychotherapy is a process in which the therapist and client discuss various issues, experiences, and memories for the purpose of creating positive change. Therefore, success may vary depending upon the particular issue being addressed as well as many other factors.

Because therapy can deal with painful issues, therefore it is not uncommon to be upset by talking about difficult situations, feelings, and thoughts related to the issue.

At The Oaks, we believe therapy is a collaborative process. Each individual has their own unique experience and understanding of their world. The therapeutic relationship we develop over time will be compassionate, empathetic, understanding, and non-judgmental. The intention from the therapist’s point of view is to provide an atmosphere that helps each person discover new insights as well as provide challenges as growth occurs.

It is possible that The Oaks may share office space with other therapists or practitioners who operate as individual independent contractors, not as partners. As independent contractors there is no shared clinical responsibility and each contracted therapist will be responsible for their professional actions and/or omissions.

**Acknowledgement**

By signing below, the client acknowledges that he/she has reviewed and fully understands the terms and conditions of this agreement. The client understands the terms and conditions and has discussed any concerns with the therapist and any questions have been answered by the therapist to the client’s satisfaction. The client agrees to abide by the terms and conditions of this agreement and consent to participate in psychotherapy with the therapist. Moreover, the client agrees to hold the therapist and anyone associated with The Oaks Counseling Center free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

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**Client Name (please print)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Client**

**If Minor:**

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**Parent(s)/Guardian(s) Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Therapist’s Signature**

**I understand that I am financially responsible to The Oaks Counseling Center for all charges, including unpaid charges by my insurance company or any other third-party payer.**

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**Name of Responsible Party (please print)**

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**Signature of Responsible Party**