

# Informed Consent for Therapy Services for Adults

Dr. Vivian Sierra, LLC

***Welcome to my practice!*** I take pride in providing quality care in a client friendly atmosphere that appreciates and is sensitive to the diversity and needs of my clients. I am a licensed marriage and family therapist in both Missouri and Illinois. As such I integrate systems theory into my practice, and take a strength-based/solution-focused approach and creative approach. I provide individual, couples/marital, family and group therapy. I have a doctorate in counseling and family therapy, and master's degree in clinical psychology.

## **THERAPIST-CLIENT SERVICE AGREEMENT**

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 prior to signing or at any time in the future.

## **THERAPEUTIC 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.

The first session will involve an evaluation of your needs. As a systems therapist, I utilize a variety of assessment methods including qualitative interviews, genograms, observations, and some paper-and-pencil assessments depending upon the presenting problem. I work collaboratively with my clients, and they assume responsibility to participate in the process of assessment, goal setting, intervention, and evaluation. After an initial assessment, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and collaboratively create an initial treatment plan. 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. If you have any formal complaints, please inform me as soon as possible. All complaints of any nature are taken seriously, and will be addressed.

### **APPOINTMENTS**

Appointments will ordinarily be 45 minutes in duration or 55 minutes. In the early stages of therapy, I recommend weekly sessions. As therapy progresses and/or circumstances change, appointments will be more or less frequent as deemed necessary and useful.

The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 48 hours notice. If you miss a session without canceling, or cancel with less than 48 hour notice, you will be responsible for the fee of \$ 130.00. Clients are allowed 3 missed/late cancellation appointments. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions; thus, you will be responsible for the fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end at the predetermined time.

### **PROFESSIONAL FEES**

The standard fee for a session is \$150.00 for the initial session, and \$130.00 for any additional sessions 60 minutes in length, and \$100 for 45 minutes. Family therapy, with or without the family member present is \$150.00 for 45 minutes. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash or credit card charges as payment. Any checks returned to my office are subject to an additional fee of up to \$35.00 plus the cost of the session. I reserve the right to use an attorney or collection agency to secure payment.

In addition to regular appointments, it is my practice to charge \$150 per hour for other professional services that you may require such as report writing, telephone conversations, 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. I discourage any involvement of myself in a court case, as this will interfere with our therapeutic relationship. 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**

I am a participating provider for some insurance plans. If I am not a provider, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. You will have to check with your insurance company for out-of-network benefits should you choose to file a claim.

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in ascertaining information about your coverage, but you are responsible for knowing your coverage.

You should also be aware that most insurance companies require you to provide them with a clinical diagnosis. (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.). Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands.

### **PROFESSIONAL RECORDS**

I am required to keep appropriate records of the professional services that I provide. Your records are maintained in a secured electronic health record system that meets all HIPAA standards. All paper records are scanned and stored in an electronic records system that meets HIPAA standards. 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, and Limits of Confidentiality. 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. You will be required to sign an Acknowledgement of Receipt of Privacy Practices, and Limitations of Confidentiality forms.

### **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.

### **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. 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 or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call or 3) Contact 314-647-HELP (4357) or 1-

800-273-TALK (8255). 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.

Please also see the form addressing electronic communication and social media.

**OTHER RIGHTS**

If you have any concerns with what is happening in therapy, I encourage you to talk with me so that I can address your concerns. Such comments will be taken seriously and handled with care and respect. Any complaints about a privacy or security matter will be addressed immediately, and documented. I will also provide with you with contact information to the Office of Civil Rights. At any time, you are free to end therapy, and I will refer you to another therapist. 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. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

**CONSENT TO PSYCHOTHERAPY**

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms, understand the information, have been given a signed copy, and have had all questions answered. This document will be reviewed at any time the client has any related concerns and at one year from today's date.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Printed Name of Patient or Personal Representative

Date \_\_\_\_\_

Description/Relationship of Personal Representative's Authority:

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