

Encourage Counseling Services

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Stephen Nichols, MA, NCC, LPC
Licensed Professional Counselor

Counseling Services Agreement and Informed Consent

Welcome to Encourage Counseling Services. We realize that starting counseling is a major decision and you may have many questions. This document is intended to inform you of our policies, state and federal laws, our responsibilities to you, and your rights, so please read it carefully. **Initialing each section** indicates that you understand and agree to the information provided. If you have other questions or concerns, please ask and we will provide you with the information you need.

Counseling Services

People choose to participate in counseling for a variety of reasons. For most, the purpose of counseling is to generally improve one's overall quality of life by addressing issues of concern, such as anxiety, depression, marital difficulties, addiction, or grief. Individual experiences in counseling can be different, depending on factors such as the personalities of the client and therapist, the mode of counseling techniques that the therapist utilizes, the issue(s) being addressed, and the amount of effort that the client puts forth.

Your initial sessions with Encourage Counseling Services will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, you should discuss them with your therapist whenever they arise. If you wish, we will willingly provide you with referrals to other mental health professionals for a second opinion, as you always have the right to choose to continue to receive counseling services from us or to ask to be referred to someone else.

Following the assessment period, which is typically one to two sessions, one 50-minute session will be scheduled per week. Sessions will occur at a time you and your therapist agree upon, although sessions may be scheduled more or less frequently according to your needs. It is important to note that if you are late to your appointment, your session will still end at the originally scheduled time.

It should be noted that therapy can have benefits, as well as potential risks. Since therapy oftentimes involves discussing difficult aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Making changes in your beliefs or behaviors can be anxiety provoking, and can be disruptive to your current relationships. However, therapy has also been shown to have many benefits. For example, therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Of course, every individual's experience is different and there are no guarantees of what you will experience. It is important that you carefully consider whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

Finally, the therapeutic relationship is ended after the last scheduled appointment, or when so stated by you or your therapist. As the client, you typically will be the one who decides when therapy will end, which usually occurs once you and your therapist agree that you have met your treatment goals. However, there are a few exceptions. One such exception is if your therapist does not believe that he/she is professionally able to meet your needs. This could possibly be because your therapist does not believe that he/she holds the proper training and skills to help you, due to the type of presenting problem that you have. In such a situation your therapist will refer you to another therapist who may be able to meet your counseling needs.

Professional Training and Approach to Therapy

Your therapist through Encourage Counseling Services, Stephen Nichols, holds a Master's of Arts Degree in Counseling, earned in 2010 at MidAmerica Nazarene University, in Olathe, Kansas. He is a Licensed Professional Counselor (LPC) in the state of Missouri and a Nationally Certified Counselor (NCC).

Steve has a significant amount of experience in working with clients in the areas of trauma, anxiety, depression, grief, behavioral issues, as well as extreme mental health cases. He utilizes a Cognitive Behavioral approach in his work, which is a philosophy of psychotherapy that evaluates the relationship between thoughts and emotions as behavior change. Steve also uses a variety of techniques in therapy, depending on what will work best for the client. Steve's overall emphasis is the therapeutic relationship he builds with his clients. He believes it's in this relationship that real, authentic, lasting change can occur.

Contacting Your Therapist

If you need to speak with your therapist outside of your scheduled appointment time, you may leave a voicemail message with your contact information and your call will be returned within 48 hours. Your therapist will make every effort to return your call on the same day, with the exception of weekends and holidays. Encourage Counseling Services is not an emergency provider. Thus, in an emergency situation you are instructed to call 9-1-1 or the 24-hour Emergency Service Crisis Line (1-888-279-8188). In addition, in the unlikely event that your therapist is unable to provide ongoing services, Amy Francis, MS, LPC (816-223-6376) will provide those services or will refer you to the appropriate resource.

If you elect to communicate with your therapist by email, please be aware that email is not completely confidential. All emails are retained in the logs of your or your therapist's internet service providers. While under normal circumstances these logs are not viewed, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email that your therapist receives from you, and any responses that your therapist sends to you, will be printed out and kept in your treatment record.

Confidentiality

With the exception of the specific situations described below, you have the absolute right to the confidentiality of your therapy. This confidentiality is protected under the provisions of the federal Health Insurance Portability and Accountability Act (HIPAA). For detailed information regarding your rights regarding the protection of your Personal Health Information (PHI) please refer to the attached Notice of Privacy Practices, which reports when PHI may be used for treatment, payment, and health care options. **By initialing you are indicating that you have also been provided with and read a copy of the Notice of Privacy Practices.**

In most situations, your therapist can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. This includes permission to inform your primary care physician and/or your psychiatrist that he/she is providing counseling services to you. It may be helpful for your therapist to confer with your medical professional with regard to your psychological treatment or to discuss any medical problems for which you are receiving treatment. If you agree to have your therapist inform your primary care physician and/or psychiatrist of the counseling services you are receiving, please indicate as such in the appropriate check box below, and provide his/her name and contact information.

You are authorized to contact the following physician to discuss the treatment that I am receiving while under your care and to obtain information concerning my medical diagnosis.

Physician _____ Phone _____

I decline permission to contact my physician with regard to my treatment.

There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist makes every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. All consultations will be noted in your clinical record.
- If your insurance company is paying for a portion of or all of your counseling services, records containing your mental health diagnosis and dates of service must be provided to them.

The following are legal exceptions to your right to confidentiality. If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action, and disclosure will be limited to what is necessary.

- If your therapist has reasonable cause to suspect that a child or an elderly or disabled adult has been or may be subjected to abuse or neglect, or observes such persons being subjected to such conditions or circumstances, the law requires that your therapist file a report with appropriate authorities.
- If your therapist believes that you are in imminent danger of harming yourself, your therapist may legally break confidentiality and take protective action. These actions may include initiating hospitalization, contacting the police, and/or contacting your family.
- If your therapist has reason to believe that you will harm another person, your therapist must attempt to inform that person and warn him/her of your intentions. Your therapist must also contact the police and ask them to protect your intended victim.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the above listed confidentiality laws. Your therapist cannot provide any information without your or your legal representative's written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.

Professional Records

Your therapist will keep professional records of your therapy sessions and the therapeutic services that you receive, which will be maintained in a secure location that cannot be accessed by anyone else. These records will include information about your reasons for seeking therapy, your diagnosis, the goals that are set for treatment, your progress toward those goals, your medical, social, and treatment history, and any past treatment records that your therapist receives from other providers. Your clinical record will also include reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier (if applicable). In addition, your clinical record will include information regarding the dates that therapy sessions occurred, interventions that were utilized, and topics that were discussed.

You have the right to a copy of your file at any time, giving your therapist adequate time to make a copy for you. However, since psychological records are usually written in terminology that is difficult to understand, it is encouraged that you schedule an appointment with your therapist to review your records under his/her supervision and care. This service is provided free of charge. You also have the right to request that your therapist correct any errors in your file. In addition, you have the right to request that your therapist make a copy of your file available to any other health care provider or agency, upon your written request.

Your records will be kept for seven years past the date of service; after that time they are destroyed and unavailable. In the event of your therapist's death or incapacitation, your records will be stored by another practitioner for seven years, and will be available to you during that time. In such an event, Amy Francis, LPC (816-781-4414) has agreed to store such records.

Professional Fees / Payments

The fee for each counseling session is \$80. You are responsible for full payment at the time of service, unless you and your therapist have made other arrangements, in writing, in advance.

In addition to weekly appointments, your therapist will charge this amount for other professional services you may need, though the hourly cost will be broken down for work lasting for shorter periods of time than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your therapist. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all of your therapist's professional time, including preparation and transportation costs, even if he/she is called to testify by another party. Fees for legal proceedings are \$80 per hour and will be requested in advance of any work performed.

Once an appointment hour is scheduled, you will be expected to pay the assigned fee unless you provide **24-hours advance notice of cancellation**, or unless you were unable to attend due to circumstances beyond your control (e.g., illness or poor weather conditions). Otherwise, you will be responsible for paying for the missed session at your next scheduled session. (It should be noted that insurance companies typically do not reimburse for cancelled sessions, so you are responsible for payment.) Three sessions without payment will cancel future sessions until the account is paid in full. In addition, if your account should remain unpaid for more than 90 days, you will not be able to receive services from Encourage Counseling Services until your account is paid for with the agreed upon terms or you will be referred to seek alternative mental health assistance.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, Encourage Counseling Services has the option of using legal means to secure the payment. This may involve hiring a collection agency, notification of the credit bureau, or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Insurance Coverage

If you plan to utilize your health insurance for your counseling services, it is important that you discover exactly what mental health services your insurance policy covers, and obtain preauthorization as necessary. Your therapist will assist you in receiving the benefits to which you are entitled; you are responsible for providing appropriate information, such as your complete insurance identification information and any preauthorization codes, to your therapist in order for him/her to do so. It should also be noted that insurance companies typically do not accept bills from therapists unless they are on their preferred provider list. If your therapist is not a preferred provider for your particular health insurance company, you may still choose to submit claims to obtain reimbursement for your counseling services. However, in such cases you are responsible for full payment of fees and submitting claims for reimbursement of fees.

If you choose to have your counseling services paid for in full or in part by your insurance company, there are typically additional limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy, or to require you to use medication if their reviewing professional deems it appropriate. Your managed care firm may also decide that you must see another therapist in their network rather than your therapist through Encourage Counseling Services, if he/she is not on their list of providers.

You should also be aware that your contract with your health insurance company requires that your therapist provide information relevant to the services that you are provided. Your therapist is required to provide a clinical mental health diagnosis. Your therapist may be required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, your therapist will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. Though all insurance companies claim to keep such

information confidential, your therapist has no control over what is done with the information once it is released. Your therapist will provide you with a copy of any report submitted, if you request it. By signing this agreement, you agree that your therapist can provide requested information to your carrier. If prior to receiving services you choose not to use your insurance, you have the right to pay for your counseling services yourself to avoid the problems described above unless prohibited by contract.

Complaints

If you are unhappy with what is occurring in therapy, you are strongly encouraged to speak with your therapist about your concerns so that he/she can respond appropriately. Your concerns will be taken seriously, and with care and respect. If you believe that your therapist has been unwilling to listen and respond, or that he/she has behaved unethically, you may make an official complaint to the Committee for Professional Counselors through the Missouri Division of Professional Registration in Jefferson City.

Consent to Treat

I have read and understand the guidelines for therapy as proposed by my therapist from Encourage Counseling Services and the ethical and legal boundaries that he/she abides by. My initials indicate that I have read and understand the information presented in each section. My signature below is given as consent for my therapist through Encourage Counseling Services to treat me and to work with me in my effort to improve the quality of my life. This signature is also consent to have any assessment completed that my therapist finds clinically appropriate during the course of our work together.

Client name: _____

Signature: _____

Date: _____

For parents/guardians of clients under the age of 18:

This is to certify that I/we have legal custody or guardianship of the child(ren) named below. I/we give consent for each named child(ren) to receive counseling services by Stephen Nichols, MA, NCC, PLPC through Encourage Counseling Services.

Signature of parent/guardian _____

Date: _____

Signature of parent/guardian _____

Date: _____

Child's Name

Date of Birth

Child's Name

Date of Birth

Child's Name

Date of Birth