

Informed Consent for Psychotherapy or Psychotherapeutic Consultation (Individual, Couple, Group, and Family)

Melissa Nokes Counseling

TM Counseling is a group of licensed and am certified Mental Health Services Providers. Please complete this consent form. State and professional therapists' standards suggest that you be informed of all possible contingencies that might arise in the course of short-and long-term therapy. Please check to be sure you have read, understood, and discussed all questions with me. An informed consent has the force of contract, so we cannot proceed until we reach an agreement on all items.

Cost is usually determined by insurance companies and payment is due when the insurance company sends the Explanation of Benefits to the organization. Payment is expected at the time of service. Please discuss what you need for insurance reimbursement with me.

Note on Cancellations: Due to the long-term nature of my practice, I must hold you responsible for all regularly scheduled consultation sessions *whether or not you are able to attend* .Should it be necessary for you to cancel an appointment, I must have 24 hours' notice in order to waive the fee. Missed appointments for which I am not notified will be subject to a \$50 service charge. You nor I can bill your insurance for missed sessions.

Note on Insurance Reimbursement: I will bill the insurance company and charge your credit card for any copay or deductible due. Payment is due at the time of service for self-pay clients and when I receive the EOB for insurance clients.

Independent Practice: While I share office space with other mental health professionals, our professional practices are independent. I am not partners with, nor do I have any legal association with any other mental health professional.

Confidentiality: State law and professional ethics require therapists to maintain confidentiality except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. A situation in which serious threat to a reasonably well-identified victim is communicated to the therapist.
3. When threat to injure or kill oneself is communicated to the therapist.
4. If you are required to sign a release of confidential information by your medical insurance.
5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. **Think carefully and consult with an attorney before you sign away your rights.** We can discuss some foreseeable possibilities together.
6. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. The therapist cannot keep secrets from others involved in your treatment.
7. I may at times speak with professional colleagues about our work without asking permission, but your identity will be disguised.
8. Clients under 18 do not have full confidentiality from their parents.

9. It is also important to be aware of other potential limits to confidentiality that include the following: a) All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. Most records are stored in locked files but some are stored in secured electronic devices. b) Cell phones, portable phones, faxes, and e-mails are used on some occasions. c) All electronic communication compromises your confidentiality.

Fees: The fee for service generally covers a 53-minute session and will be agreed upon in the first treatment session. The client will pay at the beginning of each session.

Availability: The therapist is available for regularly scheduled appointment times. Dates of vacations and other exceptions will be given out in advance if possible. Telephone appointment times can be made by calling the office number during regular office hours at 651-373-9440

Termination of Treatment: The therapist may terminate treatment if payment is not timely, if prescriptions are not filled (such as seeking consultation, refraining from dangerous practices, coming to sessions sober, etc.), or if some problem emerges that is not within the scope of competence of the therapist. The usual minimal termination for an ongoing treatment process is four to ten sessions but a satisfying termination to long-term work may take a number of months. Clients are urged to consider the risks that major psychological transformation may have on current relationships and the possible need of psychiatric consultation during periods of extreme depression or agitation. Not all people experience improvement from psychotherapy and therapy may be emotionally painful at times. Patients have the right to refuse or to discontinue services at any time.

Agreement for Psychotherapy Consultation

I have read this informed consent completely and have raised any questions I might have about it with my therapist. I have received full and satisfactory response and agree to the provisions freely and without reservations. I understand that my therapist is responsible for maintaining all professional standards set forth in the ethical principles of his/her professional association as well as the laws of the state of Minnesota governing the practice of psychotherapy and that he/she is liable for infractions of those standards.

I understand that I will be fully responsible for any and all legal and/or collection costs arising as a result of my contact with my therapist, including appropriate compensation for his time involved in preparing for and doing court work. I understand that my therapist from time to time makes teaching and research contributions using disguised client material. By consenting to treatment I am giving consent to this process of professional contribution and the right to use disguised material without financial remuneration.

Arbitration Agreement

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under state law. NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL or psychological MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP

YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE ONE OF THIS CONTRACT.
Article 1: A) It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Minnesota law, and not by lawsuit or resort to court process except as Minnesota law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Any 3 arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above-identified grievance procedures. This agreement constitutes the entirety of our professional contract. Both parties must sign any changes. I have a right to keep a copy of this contract.

Client Signature _____ Date _____

Therapist Signature _____ Date _____

Legal Parent or Guardian Signature _____ Date _____

Person you give permission to TM Counseling or independent contractor of TM Counseling to communicate with in the event of an emergency such as danger to self, danger to others or severe psychological distress:

Contact Name: _____ Relationship: _____

Phone: _____

Contact Name: _____ Relationship: _____

Phone: _____

Statement of the Therapist

This document was discussed with the client and questions regarding fees, diagnosis, and treatment plan were discussed. I have assessed the client's mental capacity and found the client capable of giving an informed consent at this time.

Date _____ and Initial of Therapist _____.