

Client Informed Consent

I look forward to working with you, and would like to take this opportunity to outline some of what you may expect if you decide to work with me. The therapeutic relationship is a unique relationship, and therapy works, in part, because of clearly defined rights and responsibilities that apply to each of us. There are also legal issues that I will explain as well.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific legalities, which will be explained, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me or even that you are in therapy, without your written permission. Under the provisions of the Health Care Information Act of 1992, and underscored by the 2003 HIPAA initiative, I may legally speak to another health care provider or a member of your family about you, without your prior consent in certain circumstances, but I will not do so unless the situation is considered urgent, and no other option is available. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time. You may also request to have someone you wish to attend a therapy session with you.

The following statements describe the legal exceptions to your right of confidentiality. You may be assured that I will make every effort to inform you of any time when I believe it necessary to exercise one of these options.

1. If I have good reason to believe that you will harm another person I must attempt to inform that person and warn them of your intentions. I must also contact an appropriate law enforcement authority and ask them to offer protection to your intended victim.
2. If I have good reason to believe that you or someone else is abusing or neglecting a child, a vulnerable adult, or an elderly person, I must inform the Department of Children and Family Services.
3. If I have good reason to believe that you are in imminent danger of harming yourself I may legally break confidentiality and call for assistance from a family member or a person with the authority to act on your behalf. I would explore all other options with you before I took this step.
4. If you are filing a complaint or are a plaintiff in a lawsuit where you bring up the question of your mental health, you will have already automatically waived your right to the confidentiality of these records in the context of the complaint or lawsuit. In spite of that, I will not release information without your signed consent or a court order. We can also discuss obtaining a protective order to help maintain confidentiality of your records. Please let me know if you are or are aware that you may be in a situation like this in the future so we can be diligent in planning on protecting your privacy to the best of our ability.

II. Couples and Family Counseling

If you are seeing me as a part of a couple or family, there are additional issues to be aware of. At times it may be deemed necessary to see subsets or individuals in the couple or family separately. The reason for which to do so will be explained. In these cases, I maintain a policy of not keeping secrets of what is said or discussed in the individual sessions. This means that I will not actively hold a secret unless I believe it is necessary to do so for reasons such as safety. At the same time, others involved in the couple or family counseling will not be given all details of the individual sessions but may be given certain pertinent information.

Insurance does not cover marital therapy but it typically does cover family therapy. Family therapy is defined as therapy with 2 or more family members present, which does include a marital couple. One person has to be listed as the identified patient and they would be the one the counseling would be billed under. The other stipulation for insurance to cover the counseling is that the identified patient must qualify for a mental health diagnosis is billable through insurance. If neither partner qualifies for one of these mental health diagnoses then insurance will NOT cover the counseling and the clients would be required to pay for counseling out of pocket.

III. Record Keeping

I keep brief records of our sessions noting that you have been seen, our topic(s) of discussion, some of my observations of you, and your progress. This is done in order for me to keep track of your progress and be able to have record of what we have worked on. You have a right to review, and request a copy of, information contained in your file at any time, allowing reasonable and adequate time for it to be copied and compiled. You have a right to request that I correct any information in your file that you believe represents an error. You have a right to give me a written request that I make a copy of your file, or a summary of your treatment to be given to any other health care provider. I cannot copy any documents, reports, or any other information supplied by other providers, however, as this is a HIPAA violation. Your records are maintained as securely as possible, and it is important to note that all financial and business related records are maintained in a database, as well hard copy files. Your records will be kept for a period of seven years and then will be destroyed.

IV. Diagnosis

If a third party, such as an insurance or managed care company, is paying part of your bill for therapy, I am required to provide a diagnosis to that third party in order to receive payment. Diagnoses are the technical terms that describe the nature of what brings you to treatment. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled: Diagnostic & Statistical Manual-IV-TR (DSM-IV-TR). I have a copy of this book and will be glad to share whatever information from it that may be helpful in the understanding of your diagnoses.

V. Other Rights

You have a right to ask questions about anything that happens in therapy. I am always willing to discuss treatment options, choices, and decisions. Feel free to ask me to try something that you think may be helpful. You can ask me about my training for working with

the concerns that you bring, and you can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

VI. Managed Care and Insurance Coverage

It is important that you understand some things related to the handling of insurance billing. As a provider of mental health services I contract with a number of different insurance and managed care organizations, as an accommodation to you. Each of these contracts establishes a negotiated fee, which is substantially less than the full fee-for-service, in some cases nearly 50% of the fee! Your assistance in dealing with collection of this reduced fee is essential to my business. It will be very helpful if you take care of co-pays and/or other obligations in a timely fashion. When we run into difficulty collecting reimbursement for services (which is frequently the case) you will be asked for assistance in helping to accomplish payment for services that have been rendered in good faith.

If your therapy is being paid for in full or in part, by a managed care or insurance company, there are usually limitations to your rights of confidentiality. Managed care and/or insurance companies frequently impose their own rules and expectations according to whatever contract or plan in which you are enrolled. These limitations may include such things as: securing referral information from specific sources (e.g., a medical doctor), specific and limited access to therapy, for example, a limited number of sessions, or a limited dollar amount available for coverage. They may have specific time frames within which you must complete your therapy, or require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see a therapist other than me, within their network, if I am not on their list of providers. Such firms also usually require some sort of detailed reports of your progress in therapy, and in some instances, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I am willing to do what is within reason to help you maximize the benefits available to you by completing necessary forms, submitting required reports, etc., all on my own time and expense.

VII. My Training and Experience

I am a Licensed Mental Health Counselor (LMHC). I graduated from Southeastern University in 2004 with my Bachelors in Christian Leadership and graduated from Barry University in 2006 with a Master of Science Degree in Mental Health Counseling and a dual degree in Marriage and Family Therapy. I have been a mental health provider since 2006.

I can help with problems due to relationships (couple, marital, parental, friendships, etc.) including blended families, individuals experiencing difficulties due to life changes and circumstances, depression, anxiety, and trauma. I work with children as young as 3, teenagers, young adults, and adults.

I have previously practiced therapy in agency settings, mostly with adolescents involved with the juvenile justice system and their families. My previous positions have allowed me the opportunity to work with young individuals with diverse problems. I believe in the importance of continuing education and routinely attend workshops and trainings to better myself as an LMHC.

Your Responsibilities as a Consumer of Therapeutic Services

I. Timeliness of Sessions

You are responsible for coming to your sessions on time, and at the time we have scheduled. If you are late, we will still end at the scheduled time. If you miss a session without canceling, or you cancel with less than 24 hours notice, you will be billed a \$30 administrative fee.

The reverse of this policy also applies and if your appointment is canceled without notice, you will be credited with the appropriate cancellation fee.

You may cancel an appointment by leaving a voice mail message. The message should include the date, time, your name and a brief indication of when you would like to reschedule. The only exception to this policy is if traveling to the appointment would endanger your safety in any way, such as in the case of hurricane or tornado warnings.

II. Payment

You are responsible for seeing that your sessions are paid in full by yourself or your insurance or managed care company. Fees charged in this office cover a 45-50 minute session and are \$100 per session, and \$115 for the intake/evaluation session. If we decide to meet for longer sessions you will be billed pro-rated on the hourly fee.

Any overdue bills will be charged 1.5% interest. If you eventually refuse to pay your debt, I reserve the right to give your name and amount owed, along with whatever other information may be required for recovery, to a collection agency.

III. Insurance Information

If you have insurance, you are responsible for providing the necessary information required to bill the company, including any forms, policy effective date, identification information, date of birth, and complete address. You must pay your deductible, if it applies, and any co-payment at the time of service. You must arrange for any pre-authorization necessary. Your insurance or managed care company will be billed by the office, as a courtesy to you. If, for some reason, a reimbursement check is mailed directly to you, and you have not paid for the service it covers, you are responsible for paying that amount by the time of your next appointment; it is important to include a copy of any "Explanation of Benefits" information you receive, along with your payment. If you have paid for a service that becomes reimbursed by a third party, that amount will be credited to your account, or refunded directly to you.

IV. Safety

You are responsible for coming to sessions free of alcohol or mind altering drugs. If I have reason to believe that you show up for a session under the influence of alcohol or mind altering drugs, I will not proceed with our session and it will be treated as a cancelled appointment with less than 24 hour notice. In this instance, I will also be forced to make sure you have an alternative ride home from the office, which may result in a phone call to a

friend or family member or a taxi. In addition, weapons of any kind are not allowed on the property.

V. Informed Consent

You are responsible for giving informed consent to participate in treatment. I will explain the therapy process to you but it is your responsibility to ask me about any parts that you are concerned about or do not understand. You may and should ask questions throughout the therapy process regarding goals, expectations, procedures, benefits, and possible risks involved in counseling. It is your responsibility to be active throughout therapy as it is an interactive process requiring self-disclosure, self-exploration, and responsible action.

VI. Complaints

If you are unhappy with any aspect of your therapy I hope you will talk with me about it so I can respond to your concerns. I am willing to take criticism seriously, and treat it with care and respect. If you believe that I have behaved illegally or unethically, you can make a formal complaint with the State of Florida, Department of Health, Division of Medical Quality Assurance. If you have a billing complaint please bring it to my attention so that it can be resolved. If the complaint, however, has anything to do with the way your insurance or managed care company is handling your case, I will be of whatever assistance may be possible, as long as you understand that I am powerless to effect the outcome of their decisions.

Other things to be aware of

I. Office Hours

My hours of availability may vary from week to week. I will do my best to work with you in order to find a session time that is convenient for the both of us.. I can be reached via telephone during regular business hours. **Contacting Me via Phone**

I have a cell phone that I use for my office line and therefore may be able to be reached even when I am not at my office. Due to this, I ask that you are courteous of when you choose to call, especially regarding scheduling, billing, and other non-emergency related business. If I am not able to answer your phone call, please leave a message with your name, number, and the reason you are calling and please let me know if it is urgent. I may choose to wait till normal business hours to return calls referencing administrative tasks. I reserve the right to charge for phone calls over 15 minutes in length.

II. Email Communication

Communicating via email is an easy and convenient way to report important information. It is very important to be aware that emails can be relatively easy to access by unauthorized people and hence, can compromise the privacy and confidentiality of the information within the emails. At this time my emails are not encrypted. If you communicate confidential or highly private information via email, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. Please, be aware that emails are part of the medical records. Also, do not use email for emergencies, due to the fact

that I may not receive the message immediately, they are not a reliable way for me to provide support for you in an emergency. Due to computer or network problems, emails may not be deliverable, and I may not check my emails daily. Also, please be a considerate user of this service. Email is not therapy and should not be used for lengthy or in depth discussions which should be reserved for sessions.

It is important to note that we cannot engage in therapy via email. The purpose of communication in this format would be to relay appropriate support and encouragement during a difficult time, and/or share information relevant to some particular issue or situation. As with phone calls, I reserve the right to charge for lengthy emails that require an extended period of time to read and respond to.

III. Social Networking

Due to ethical considerations, I am unable to link up with clients through my personal social networking profiles. This is due to the therapeutic relationship being most successful when I keep my personal life separate from my work, as the therapeutic relationship only allows for minimal information about the therapist, and only what is relevant to the counseling process, to be revealed. I do maintain a business page on Facebook in which I share links of blog posts that I write, as well as other articles and pictures that I come across. Clients are able to “like” this page and follow me via Facebook, just understand that other people you are connected with will be able to see that you have done so. Although not everyone that “likes” this page is a client, it is understandable to assume that others will assume you are a client if you “like” the page. Therefore you should only do so after taking this into consideration and making an informed decision. With the new changes to how people can communicate with business pages, you are also now able to send me a private message through the Facebook page. Additional charges in terms of messages that take a long time to read and respond to as well as confidentiality issues listed above in the section on Email Communication apply to this form of communication as well.

Client Consent to Psychotherapy

I have read the Client Informed Consent and have been given a copy for my own records. I have had sufficient time to consider them carefully, have been given the opportunity to ask questions, and I understand the information within the document. I agree to pay the agreed upon fee at the time of service. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.

I understand the process of counseling is an interactive process requiring self-disclosure, self-exploration and responsible action. It has the overall purpose of promoting understanding and change. Sometimes this process can be stressful and emotionally *uncomfortable*, and at other times, very fulfilling. I understand that there are no guarantees of positive outcome for the therapy/treatment. I agree to engage in a therapeutic process with Christa Vermillera, LMHC. I know that I can stop at any time I wish and that I can refuse any requests or suggestions made to me. I am over the age of eighteen.

I have read and received a copy of the HIPAA Notice of Privacy Practices and understand its meanings and implications.

Client Signature

Date

Client Name

Christa Vermillera, M.S., LMHC

Date

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