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## CONSENT AND SERVICE AGREEMENT

### IMPORTANT INFORMATION FOR ALL CLIENTS OF MERCİ MEMPHİS COUNSELING CENTER

#### About Us

The Mental and Emotional Resource Center (dba MERCİ Memphis Counseling Center) is a non-profit organization providing counseling, therapy and other services for individuals, couples, and families in the Memphis Tennessee community. The MERCİ Memphis therapists integrate the latest approaches of the behavioral sciences to provide supportive and effective counseling and psychotherapy. Each member of our clinical staff is a state licensed mental health professional.

#### Consent to Treatment and Therapeutic Services Agreement

Our goal is to provide a safe and therapeutic environment to help you make the changes and achieve the goals important to your life and relationships. In order to accomplish this, it is important to establish a mutual understanding about our specific responsibilities as we enter a therapeutic relationship. This document contains important information about the professional services and operational policies of MERCİ Memphis. Please read it carefully and make note of any questions you may have so that you can discuss them when you meet with your therapist. When you sign this document, it will represent an agreement between you, your therapist, and MERCİ Memphis Counseling Center.

#### Counseling and Therapy Services

The words “counseling” and “therapy” are used interchangeably. Counseling refers to listening and offering information and professional opinion – like providing “counsel” or “consultation.” “Therapy” is the abbreviated word for “psychotherapy.” Therapy refers to the healing aspect of this interaction and to interventions designed to promote emotional, psychological, spiritual, and relational healing. The counseling or therapy process is not easily described in general statements. The process varies depending upon the personalities of the therapist and the client and the particular problems you bring to therapy. There are many different methods your therapist may use to deal with the problems that you plan to address. The counseling process requires that you actively participate in the therapeutic process both during the sessions and between sessions—in your daily life. The therapeutic process can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, it has also been shown to have significant benefits for the people who actively participate and strive to meet their treatment goals. Therapy often leads to better relationships, solutions for specific problems and significant reductions in distress. There are, however, no guarantees as to what you may experience. Please note that you also have a number of rights and responsibilities associated with being a client at MERCİ Memphis. Please take time to read the *Client Rights and Responsibilities* document that has been provided along with this agreement.

#### Sessions or Meetings

All counseling or therapy begins with some type of evaluation process or period of time. During this evaluation period, you and your therapist will determine if she can help you with the issues you are bringing to therapy. Sessions are typically either 50 minutes in length. Once an appointment session is scheduled, you will be expected to pay for the session unless you provide at least 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control).

#### Standard Professional Fees and Billing

Our standard fees are summarized on the *MERCİ Memphis Standard Fee Information for Therapy* sheet provided to you with this packet. If you have financial needs, MERCİ Memphis uses a sliding fee scale to provide you with a reduced

payment determined by financial need. You will be expected to pay for each session at the time it is held, unless we agree otherwise. Fees can be paid by cash, check, or credit card. There is a returned check fee of \$30.00. Other services billed at the same "hourly" or session rate include telephone conversations lasting longer than 10 minutes (which may be billed in hourly increments), attendance at meetings with other professionals you have authorized, preparation of records, reports or treatment summaries, and the time spent performing any other service requested by you or an agent authorized on your behalf (i.e. attorneys, insurance companies). If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, MERCI Memphis has the option of using all legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. In most collections situations, the only information released regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due.

### **Missed Appointments**

Once an appointment time is scheduled, we are committing to being available to you for that period of time. Please give us a 24-hour notice when cancelling or changing an appointment. You may contact the office staff directly or leave a message on our main office voicemail 24 hours a day regarding any cancellations or scheduling changes. As our office staff schedules all appointments, do not call your therapists directly to cancel or change an appointment. You will be expected to pay the full amount of the session if you "no show" (do not appear for session and have made no courtesy call to alert us), and half your fee if you late cancel (you call to alert us within 24-hour period before your appointment. A charge can only be avoided if you provide at least a 24-hour notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). If you miss two appointments in a row without contacting our office, we will assume you no longer wish to receive services and will close your treatment file. Treatment files can be reopened at any time should you wish to return for additional therapy, but you may be asked to pre-pay for your next session.

### **Fees Related to Legal Proceedings**

Should you become involved with legal proceedings that require the participation of your therapist, you will be expected to pay for our professional time even if called to testify by another party. MERCI Memphis will charge double the hourly rate for participation in any legal proceeding and billable time will include the time spent in travel. Time frames are often difficult to judge in legal proceedings and it is not unusual for proceedings to be delayed or canceled. For this reason, MERCI Memphis will charge you based upon the time that you, your attorney, or the party in question, is requesting that we make available for your proceedings. You will be charged for the requested time whether or not we are called to testify, even in the event that the proceedings are canceled or postponed, and even if a legal authority deems that our participation is not needed.

### **Insurance Reimbursement**

MERCI Memphis Counseling Center does not participate in any insurance plans, nor do we file insurance claims on your behalf. However, you may use your insurance on an "out-of-network" reimbursement basis. To do so, please request a copy of your session billing form that will contain all information you should need to file a claim for reimbursement. If you choose to file for insurance reimbursement, you must pay the full private fee rate at the time of service. Remember that you (not your insurance company) are responsible for full payment of fees. If you plan to rely on insurance reimbursement, it is very important that you determine exactly what mental health services your insurance policy covers for out-of-network services. Note also that if you are filing insurance, you have likely already signed an agreement with your insurance company that authorizes the insurance company to seek additional information from providers in order to process your claims. You will have already sent in your diagnosis when you submitted the claim, and additional information requested may include treatment summaries, treatment plans, or even session notes. **Your signature on this consent agreement authorizes us to provide diagnoses, treatment summaries (either verbal or in writing), and treatment plans to your insurance company when requested. We require you to sign a MERCI Memphis Authorization for Release of Information form if session notes are requested by your insurance company.** This may delay reimbursement, but we have established this policy in order to best protect your confidentiality and to ensure that you are aware of the type of information we are releasing.



Information sent to the insurance company will become part of the company's files and will probably be stored electronically. Though all insurance companies claim to keep such information confidential, we have no control over what they do with your medical information once it is in their hands. In some cases, they may share the information with a national medical information databank. Be aware that if we do not provide the insurance company with the requested information they require to authorize payment, they may deny your claims.

### **Contacting the MERCI Memphis Therapists**

Therapists are often not immediately available by phone due to their work with clients. Please be aware that therapists have a very limited amount of time to respond to clients between sessions. Please only contact your therapist for response between sessions if the information cannot wait until your next scheduled session. You may contact our front office staff at 901-729-7825 to leave a message. Contacting therapists via cell phone is left to the discretion of each therapist. Individual therapist cell phone numbers are not provided by front office staff and are not available on the website. Each therapist will make every effort to return phone calls on the same day or within 24 hours, with the exception of weekends and holidays. If you have an urgent need to speak to your therapist, please relay the urgency and your contact information to our office staff at the main office phone number. They will make every effort to contact your therapist. If you have a mental health emergency, call 911 or proceed to your nearest hospital emergency room. Some insurance cards also have a number to call in case you require emergency mental health services.

### **Professional Records**

We maintain two files on each client. A financial file is maintained in the front office for billing purposes. Your therapist maintains a confidential treatment record in our electronic medical record system. All paper documentation, i.e., intake information, is kept in a locking file cabinet, separate from the billing file. The laws and standards governing the counseling profession require that we keep treatment records for seven years. These files are the property of MERCI Memphis Counseling Center. While you may request a copy of your treatment record, MERCI Memphis reserves the right under Tennessee law to determine if your request is "appropriate" or in your best interest. MERCI Memphis may provide either a summary for you or may agree to release your file to another licensed mental health provider on your behalf. For more information regarding privacy rights, treatment files and confidentiality, please see the documents below:

\*\*\* Please see the section on Minors regarding parental examination of the records of minors.

\*\*\* Please also read the HIPPA Privacy Notice. The HIPPA Privacy Notice contains important information about the use and disclosure of your protected health information (PHI).

### **Treatment of Minors**

If you are under sixteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request that parents agree to waive their right of access to your records. If they agree, your therapist will provide them only with general information about your work together, unless he or she feels there is a high risk that you may seriously harm yourself or someone else, or if you report any form of abuse. In this case, your therapist is required by law to notify a person that can take steps to reduce risks of these events from occurring or continuing to occur. These persons may include your parent(s) or guardian(s) or the proper authorities.

### **Confidentiality**

In general, State and Federal laws protect the privacy of all communications between a patient and a licensed mental health provider, and your therapist can only release information about your therapy to others with your written permission. If you would like your therapist to share information or to release a report to a third party, an *Authorization for Release of Information* form must be signed. There are a few exceptions, however, when your consent is not required to release confidential information. In most legal proceedings, you have the right to prevent your therapist from providing any information about your treatment. In some proceedings involving child custody and those in which your mental health is an important issue, a judge may order your therapist to provide a copy of your financial file and your treatment file or to testify if the court determines the issue demands it. If a judge orders your therapist to provide these records or to testify, your



therapist will be forced to comply with the court order with or without your consent. There are some situations in which your therapist is legally obligated to take action to protect others from harm, even if your therapist has to reveal some information about a client's treatment. For example, if a therapist believes that a child is being abused, the therapist is mandated by law to file a report with the appropriate city, county, or state agency. If a therapist believes that a client is threatening serious bodily harm to another, the therapist is required to take protective actions. These actions may include notifying the potential victim, contacting your family members, contacting the police, and/or seeking hospitalization for the client. If a client threatens harm to self, the therapist may be obligated to seek hospitalization for the client and/or to contact the client's family members or others who can help provide protection.

Your therapist is required to uphold the ethical standards and obligations required of mental health professionals. This includes the ethical obligation to participate in case consultation with colleagues. This may include group case consultations or individual consultations between two staff therapists. Communications with other staff therapists is a way to purposefully collaborate on your particular situation in order to provide the best treatment possible. Note that other staff therapists who are individually consulted or are participants in case consultations are also legally bound to keep the information confidential. Because all of the therapists at MERCI Memphis participate in these case consultations, by signing the consent agreement you are acknowledging your consent for your therapists to engage in this type of case review communication. Because we believe strongly that these types of consultation may be vital to your therapeutic work, we may need to assist you in finding another therapist if you have an objection to this type of disclosure.

During consultation every effort is made to avoid revealing your identity. Be aware, however, that we cannot anticipate every possible relationship you may have that would lead one therapist to be able to connect your name with the "person" being discussed in case consultation. This could occur, for example, if another member of your family is being seen at MERCI Memphis or if you have a personal relationship with a MERCI Memphis therapist. If you know another therapist at MERCI Memphis on a personal level, she will excuse herself from these consultations, but you must make your therapist aware of that relationship. Also, if you or another family member has been seen by another therapist at MERCI Memphis, you must disclose this to your therapist as soon as possible. These disclosures are required for us to take reasonable steps to avoid accidental disclosure of your confidential information. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you raise any questions or concerns that you may have when you meet with your therapist. She will be happy to discuss these issues with you. However, formal legal advice may be needed in some situations because laws governing confidentiality are quite complex. Also note that you are to uphold confidentiality as well. Who you see here in our waiting room, hallways, parking lot, or in group therapy sessions must be held as confidential. You should not reveal others' names or discuss anything regarding their situation with anyone for any reason. Your signature on the signature page indicates that you have read the information in this document and agree to abide by its terms during your evaluation/treatment at MERCI Memphis.

**Thank you for allowing us to serve you at MERCI Memphis Counseling Center!**

My signature below confirms that I have read and am in agreement with the statements made above in this Consent and Service Agreement document.

\_\_\_\_\_  
Signature (Client or person authorized to sign for Client)

\_\_\_\_\_  
Date

If authorized signer, relationship to Client: \_\_\_\_\_

