

NICK CUTLER ADOLESCENTS & FAMILY THERAPY, LLC

CLIENT INFORMATION AND CONSENT FOR SERVICES

This form is called a Consent for Services (the "Consent"). I have asked you to read and sign this Consent before you start therapy. Please review the information. If you have any questions, contact your Provider.

THE THERAPY PROCESS

Therapy is a collaborative process where you and Nick Cutler will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your Provider have specific rights and responsibilities. Therapy generally shows positive outcomes for individuals who follow the process. Better outcomes are often associated with a good relationship between a client and their Provider. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit.

Therapy begins with the intake process. Therapy can cover a range of topics depending on the purpose for seeking treatment. There are no physical risks associated with therapy, although an increase in emotional distress can occur as issues and topics are discussed through the process. Please speak to Nick Cutler if you have any concerns.

During your intake session, you will discuss with Nick Cutler what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. Together, you and your Provider will form a treatment plan, including the type of therapy, how often you will attend therapy, your short-term and long-term goals, and the steps you will take to achieve them. Over time, you and Nick may edit your treatment plan to be sure it describes your goals and steps you need to take.

After the intake process, you will attend regular therapy sessions at your Provider's office or through video and/or audio, called telehealth. Participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals. At this time, you will review your progress, identify support that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

FINANCIAL POLICY

Payment for services is the responsibility of each client. All payments are due on the day of service. Sessions are **50 minutes** in length and the charge per session is **\$150.00** (a surcharge of 3% is added if payment is made with a debit or credit card). Nick Cutler reserves the right to increase rates upon 30 days' notice to you or the person responsible for your payment.

You have the option to keep a valid credit or debit card on file. This card can be charged for the amount due at the time of service, including missed appointments, and for any fees you may

accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges. A **3% surcharge** will be added for the use of a card.

THERAPY THROUGH TELEHEALTH SERVICES

To use telehealth, you need an internet connection and a device with a camera for video. Your Provider can explain how to log in and use any features on the telehealth platform. If telehealth is not a good fit for you, your Provider will recommend a different option. There are some risks and benefits to using telehealth:

Telehealth is healthcare provided by any means other than a face-to-face visit. In telehealth services, medical and mental health information is used for diagnosis, consultation, treatment, therapy, follow-up, and education. Health information is exchanged interactively from one site to another through electronic communications. Telephone consultation, videoconferencing, transmission of still images, e-health technologies, patient portals, and remote patient monitoring are all considered telehealth services.

- I understand that telehealth involves the communication of my medical/mental health information in an electronic or technology-assisted format.
- I understand that I may opt out of the telehealth visit at any time.
- I understand that telehealth services can only be provided to patients, including myself, who are residing in the state of Tennessee at the time of this service.
- I understand that telehealth billing information is collected in the same manner as a regular office visit.
- I understand that all electronic medical communications carry some level of risk. While the likelihood of risks associated with the use of telehealth in a secure environment is reduced, the risks are nonetheless real and important to understand. These risks include but are not limited to:

It is easier for electronic communication to be forwarded, intercepted, or even changed without my knowledge and despite taking reasonable measures;

Electronic systems that are accessed by employers, friends, or others are not secure and should be avoided. It is important for me to use a secure network; and

Despite reasonable efforts on the part of my healthcare provider, the transmission of medical information could be disrupted or distorted by technical failures.

- I agree that information exchanged during my telehealth visit will be maintained by my therapist, doctors, other healthcare providers, and healthcare facilities involved in my care.

- I understand that medical information, including medical records, are governed by federal and state laws that apply to telehealth. This includes my right to access my own medical records (and copies of medical records).
- I understand that I must take reasonable steps to protect myself from unauthorized use of my electronic communications by others.
- The healthcare provider is not responsible for breaches of confidentiality caused by an independent third party or by me.
- I agree to provide a safe, private setting for my child(ren) to receive telehealth without interference.
- I agree that I have verified to my healthcare provider my identity and current location in connection with the telehealth services. I acknowledge that failure to comply with these procedures may terminate the telehealth visit.
- I understand that I have a responsibility to verify the identity and credentials of the healthcare provider rendering my care via telehealth and to confirm that he or she is my healthcare provider.
- I understand and agree that a mental health evaluation via telehealth may limit my healthcare provider's ability to fully appreciate your mental health condition. As the patient, I agree to accept responsibility for following Nick Cutler's and my healthcare provider's recommendations, including crisis intervention, further diagnostic testing, such as psychiatric or psychological testing, and/or follow up with an in-office visit.
- I understand that electronic communication may be used to communicate highly sensitive mental health information.
- I understand that Nick Cutler may need to forward my information to an authorized third party. Therefore, I know that I will have to inform Nick Cutler of any information I do not wish to be transmitted through electronic communications.
- I understand that there is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when behavioral health care is provided.
- To the extent permitted by law, I agree to waive and release Nick Cutler and Nick Cutler Adolescents & Family Therapy, LLC from any claims I may have about the telehealth visit.
- **I understand that electronic communication *should never be used* for emergency communications or urgent requests. Emergency communications should be made to the existing emergency 911 services in my community.**
- I understand that I may be asked to share personal information with the telehealth platform to create an account, such as my name, date of birth, location, and contact information.
- Nick Cutler will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.

OTHER SERVICE GUIDELINES

Custody: Nick Cutler is not trained in custody evaluation nor does he provide supervised visitation between family members. You must seek outside providers for these services. If called to appear in court, he will not speak to custody or visitation issues. If applicable, Nick Cutler requests that you provide current custody orders at the time of initiation of services particularly as it pertains to consent for services for you or your child(ren).

Court Appearances: Nick Cutler will only appear in court for testimony if a signed judicial subpoena is received for that testimony signed by a Judge with appropriate jurisdiction.

If you chose to seek records or testimony of Nick Cutler in any court matter, please be advised that this office has a witness fee of \$500.00 per hour for testimony and a minimum payment of \$3,500.00 for a day of testimony. Payment must be received at least five (5) days before the trial in order for the therapist to appear at Court, as he would otherwise be meeting with clients and providing valuable services had he not been called into Court by judicial subpoena to testify. Because of the uncertainty of timing with trials, the therapist's entire day must be cleared to accommodate the subpoena demand. This results in a significant loss of client time for the agency to attend the trial.

The Courts have held that witnesses can charge fees to compensate for the income they would have been making had they not be hauled into Court, and that being hauled into Court via a subpoena does not circumvent said compensation.

Judicial Subpoena: There is a chance, however slight, that you, or your child(ren)'s HIPAA protected PHI including, but not limited to, confidential documentation, clinical records, intake information supplied by you, progress and or psychotherapy notes, assessments, other documents, emails, texts or any other means of communication could be subject to a subpoena by a judge. While every effort will be made to keep mental health records confidential, you should be aware of the possibility. You will be notified if your or your child(ren)'s records are subpoenaed.

Recording of Psychotherapy Sessions: Recording audio or visual images during psychotherapy sessions is strictly prohibited without prior written permission from both parties. While occasional audio or visual recording of some segments of psychotherapy sessions may be beneficial to enhance therapeutic outcomes or for training purposes, without proper consent from both parties, it is a violation of confidentiality and the policies of this office. Any violation of confidentiality may be grounds for action up to and including discharge from counseling services.

Modes of Communication and Correspondence with client(s), families and third-party

Entities: Nick Cutler asks that you limit your communications to scheduling and cancellations. Secure communications are the best way to communicate personal information, though no method is entirely without risk. You can utilize communication services such as email and phone text messaging. However, these services are not necessarily private or confidential means of

communication, correspondence, nor are they all fully HIPAA compliant (Health Insurance Portability and Accountability Act of 1996, Public Law 104-191). Please be advised if you correspond with this office, there are risks involved. If you chose to use one of the above modes, then you, as the client, are assuming the risk, though slight, that identifying information communicated could be read accidentally, or otherwise inadvertently intercepted by a third party. While Nick Cutler puts safeguards in place to ensure your privacy and to avoid such an interception, nothing is 100% foolproof. It is not illegal to correspond with clients via non-encrypted modes as a consumer of services from this office, however you are being informed of the assumed risks of communicating/corresponding using these modes. By signing this document, you attest that you understand the risks involved and are consenting to communicating and/or corresponding with Nick Cutler via email and phone text messaging, if you so choose, and you understand that Nick Cutler will not be required to respond to email, text messages or phone calls except to reschedule.

Social Media/Review Websites: If you try to communicate with Nick Cutler via these methods, he will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy. Nick Cutler may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow Nick Cutler on any form of review or website, he will not follow you back and it is not a solicitation for a review. Many such sites scrape business listings and may automatically include this office. If you choose to leave a review of Nick cutler on any website, he will not respond. **While you are always free to express yourself in the manner you choose, please be aware of the potential impact of your posts and on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.**

Record Requests: A records request will result in a treatment summary, records of attendance and intake sheets. A signed release of information form is required and available. Although every effort is made to accommodate your request in a timely manner, Nick Cutler has 60 days to fulfill your request. The fee for the preparation of records is .75 per page. Once your records are prepared, we will contact you with the final cost. You can pick up your records at the reception desk during the Center's posted business hours. Payment for records will be expected at the time of pick up.

ENDING SERVICES

All mental health services at this office are voluntary. Clients can end services at any time although a discussion with Nick Cutler and a call to inform this office that services are no longer required is requested.

Nick Cutler reserves the right not to provide services to clients who arrive for an appointment at or on telehealth and are incapacitated due to use of alcohol, drugs or illegal substances. Payment will be due for the session since this time would have otherwise been given to another client.

Automatic Discharge Policy: Automatic discharge from mental health services will be initiated for a client who exhibits physical violence, verbal abuse, harassment, bullying, threats toward staff or other clients, spreading false or unsubstantiated information about staff or clients or sharing HIPAA protected health information about any client particularly on social media platforms or in any other manner. Immediate discharge of any client or client's family members carrying weapons, threatening harm or engaging in illegal acts while in the office, or during communication with staff. Discharge will be considered if a client refuses to comply with stipulated rules or does not make payment or payment arrangements in a timely manner. Clients are notified by **email** of non-voluntary discharges.

NO SHOW AND CANCELLATION POLICY

Thank you for choosing this office and Nick Cutler as your partner in mental health and wellness. While your wellness is my priority, I have a cancellation policy regarding no-shows and late cancellations, including the introduction of fees, and optimizing the delivery of valuable clinical appointments. Below are the definitions, changes, and policy statements:

- I work diligently to accommodate your needs when scheduling therapy appointments. Because appointments are in high demand, early cancellations allow others the opportunity to access care.
- To cancel an appointment, clients must call and provide at least **24 hours' notice**. Cancellations made more than 24 hours in advance will not incur any charges, and we will be happy to reschedule your appointment.
- Late cancellations refer to cancellations made on the same day or less than 24 hours in advance.
- Late cancellations will be treated as "No Shows" and you will be responsible for the full cost of a session.
- A "No Show" occurs when a client does not attend their appointment and does not notify the center prior to the appointment time.
- Intake appointments require arrivals on time or if paperwork is still outstanding, arriving 30 minutes ahead of the appointment.
- For late arrivals, I will need to shorten the session to the time remaining in your allotted appointment.

CLIENT RIGHTS

Releases of Information: You have the right to cancel the release of information by providing this office with written notice. If you desire to have your information sent to a location different other than the address on file, you must provide this information in writing.

Suggestions and feedback: Are welcome for changes or additions in any aspect of the services I provide.

Civil rights: Your civil rights are protected by federal and state laws as applicable. <https://www.hhs.gov/ocr/index.html>

Treatment: You have the right to take part in formulating your treatment plan.

Medical/legal advice: I encourage you to discuss your treatment with your doctor and/or attorney.

CRISIS SERVICES

Nick Cutler does not provide crisis services. If you or someone you know is at risk of serious harm: CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM. You can also contact The National Suicide Prevention Lifeline by calling or texting **988** for help 24 hours/7 days a week.

After Hours Contact: This office does not provide emergency after hours contact. For non-urgent matters, you may leave after hours voice mail messages for your therapist by calling the main number and follow the menu prompts.

THERAPIST ETHICAL OBLIGATIONS

- I dedicate myself to serving the best interest of each client.
- I am committed to providing care in a manner that supports and protects the personal dignity of each client.
- I am committed to providing care that reflects ‘best practices’ and evidence-based treatments.
- I will not discriminate against clients or professionals based on age, race, creed, disabilities, handicaps, preferences, or other personal choices or concerns.
- I maintain an objective and professional relationship with each client.
- I respect the rights and views of other mental health professionals.
- I will appropriately terminate services or refer clients to other programs if deemed necessary.
- I will continuously evaluate the agency’s limitations, strengths, biases, and effectiveness for the purpose of self-improvement.
- I highly value the attainment of further education and training to enhance and improve services.

CLIENT RESPONSIBILITIES

- You are responsible for your financial obligations to this office as outlined above.
- You are responsible for following the policies of this office.
- You are responsible for treating staff and fellow patients in a respectful, cordial manner in which their rights are respected and not violated through harassment or threat.
- You are responsible to provide accurate information about yourself, your child and/or family.

CONFIDENTIALITY

Your Provider will not disclose your personal information without your permission unless required by law. If your Provider must disclose your personal information without your permission, your Provider will only disclose the minimum necessary to satisfy the obligation.

There are a few times that your Provider may not keep your personal information confidential:

- If your Provider believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your Provider can explain more if you have questions.
- If your Provider has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
- If your Provider believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your Provider will work with you to discuss other options to keep you safe.

For your own privacy, please do not come into the office building until 5 minutes prior to your scheduled appointment since there is no dedicated waiting room and there are several practitioners meeting with clients within the office building.

Acknowledgement

My signature on this document represents that I have received the Consent for Services form and that I understand and agree to the information therein. Further, I consent to use an electronic signature to acknowledge this agreement.

Client Name: _____

Guardian Name: _____

READ AND AGREE

☐

Yes, I have read the outlined in the Information for Clients

Date: _____, 20____

Print Name: _____