



Lotus Therapy
Cristin Nichols, MS, RMFTI
Marriage and Family Therapy
#IMT3964
Psychotherapy

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OFFICE POLICIES, INFORMED CONSENT & AGREEMENTS

Welcome. Before we begin our work together, it is important that you have information about my professional services and business policies. This document is our working AGREEMENT that we both understand the parameters of our work together.

CONFIDENTIALITY: Your work here is confidential and protected by HIPAA & state statutes. Please see the separate HIPAA document for full details.

LENGTH OF SESSION: Standard sessions are 50 minutes. The length depends on what you need, sessions may be shorter or longer depending on type of session chosen.

PROFESSIONAL FEES/PAYMENT:

Session Fee: My standard fee for the Initial Session is: \$170. My standard fee for subsequent sessions is: \$150.

Payment of agreed upon fee is due at time of appointment. If a check is returned there will be a charge equivalent to what the bank charges Cristin Nichols. Cristin Nichols has the right to raise the fee at any time, there will be notice prior to the change.

Insurance: I currently do not accept insurance. However, I am glad to give you an insurance acceptable receipt for fees paid, also referred to as a Superbill for possible reimbursement. In accordance with HIPAA we will discuss any diagnosis that is required for you to get reimbursed by your insurance carrier.

You agree that you are 100% responsible for any payment not made by your insurance company.

Additional insurance information: Your contract with your health insurance company requires that I provide it with information relevant to the services I provide, which includes a clinical diagnosis. Sometimes I am required to furnish additional clinical information such as treatment plans or summaries, progress notes, or copies of your clinical record. I make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company files and will be stored [IN MY PASSWORD PROTECTED COMPUTER AND ENCRYPTED PROGRAM, IN AN ONLINE PROGRAM, OR OTHER]. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. It is my policy to review any report to an insurer with you prior to submitting it. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

Insurance Audits: Insurance companies can perform what is called an “audit” on my notes to determine whether your diagnosis, symptoms, and treatment meet the conditions of “medical necessity” or accepted standards of medical practice. (For a full definition of medical necessity, please see this link: <https://definitions.uslegal.com/m/medical-necessity/>.) If your symptoms do not meet criteria, the insurance company can deny or limit your coverage. I make every effort to document our work together to meet the standards of medical necessity. However, some people simply do not have the symptoms necessary for a clinical diagnosis. This does not mean that therapy is unwarranted. It simply means that a diagnosis cannot be ethically applied to your problem and thus, not covered by insurance. If coverage is denied, you will be responsible for the cost and need to decide whether you want to proceed with treatment.

Additional Fees: If additional reports or meetings not covered by the insurance company are needed, you agree to pay Cristin Nichols for the time it takes to write these reports and/or attend these meetings. Reports that would incur a fee would be for but not limited to: a disability claim, Workman’s Compensation, a review of treatment for an attorney.

Meetings that would incur a fee are, but not limited to: attending an IEP meeting, speaking with an attorney and testifying at court. If I am needed for court, fees may include time lost for cancelled sessions, time for preparation, travel, or waiting, even if the need for testimony is cancelled.

CANCELLATIONS: Your time is set aside just for you. If you need to change your appointment, please give me as much notice as possible. **There will be a full fee charge for any missed appointment with less than 48 hours of notice.**

Emergency Cancellations

Emergency cancellations are events beyond your control such as snowstorms, car accidents, funerals, or hospitalization. This policy DOES NOT apply to an appointment you did not cancel because you decided not to continue counseling, an appointment you “forgot”, an appointment which conflicts with another one you made, or if you choose to do something that is important to you rather than come to counseling.

Repeat cancellations

If you cancel *two* consecutive appointments before rescheduling, or have a history of cancelling multiple times, we will need to discuss your treatment goals and whether you are able to commit yourself to counseling at this time.

No-Show: If you do not show up for your appointment and do not contact me within 1 week to confirm your next appointment, I will assume that therapy no longer fits into your life and will terminate services. You will be informed by letter.

REACHING ME / EMERGENCIES: Voice mail is available 24 hours a day. I return calls as soon as possible. You can also reach me by email and text. *It is helpful if you give me several alternate times to call you back.* I do not have 24-hour coverage and if you need such coverage, we will need to decide how to handle it. In case of an emergency please leave a message stating the emergency on my voice mail, call your other supports, hotlines (211), community mental health center. Go to your local emergency hospital or call 911 if you cannot wait for a call back from me. During vacations, I will provide you with the name of an alternate therapist should you need to speak with someone.

CONTACTING ME

Phone Calls: I am glad to answer occasional short calls (5-10 minutes) in between sessions if my time allows this. If we need to spend more time to handle a difficulty that has arisen, I am glad to do so if I have the time. The time is billed at my full fee, in 15-minute increments starting from the time the call began, even if the full 15 minutes are not used.

Email and Text: Because I do not use encrypted email and texting, I prefer that you use them primarily to arrange or modify appointments, or to let me know you are running late. I check emails and texts regularly during the day and much less frequently on the weekend.

I am in my office Monday through Wednesday, but I will not answer the phone when I am with a client. When I am unavailable, my telephone goes to voice mail. I will make every effort to return your call within 24 hours, excepting weekends and holidays. In an emergency, if you are unable to reach me and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the psychotherapist or psychiatrist on call.

CONFIDENTIALITY

The law protects the privacy of all communications between a patient and psychotherapist. In most situations I can release information about your treatment to others only if you sign a written authorization form that meets the HIPAA requirements.

There are some situations in which I am legally bound to take actions without a signed release. These situations are unusual in my practice and if they should arise, I will discuss the situation with you either before taking action if possible and definitely after. I will limit my disclosure to only what is necessary. These limits are:

- If I have reason to suspect child or elder abuse or neglect or abuse of a disabled person. A child is anyone under 18 years of age. An elder is a person 60 years and older. In case of such circumstances, I must report this to the appropriate agency.
- Once such a report is filed, I may be required to provide additional information.
- If, in my professional opinion, you are in immediate danger of harming yourself, I may be obliged to seek hospitalization for you or to contact family members or others who can help provide protection.
- If I suspect that you pose an immediate threat to harm another person, I am required to take action which includes, but is not limited, to, notifying the potential victim and the police.

There are some situations where I am permitted or required to disclose information without either your consent or authorization.

- If you are involved in a court proceeding, your PHI (Protected Health Information) is protected by the therapist-client privilege law. I cannot provide any information without your written authorization or a court order.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding your treatment in order to respond to the complaint.
- If you file a Workers' Compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division of Worker's Compensation.

Additional Disclosures

I may find it helpful to consult other health and mental health professionals about your case. During a consultation, I make every effort to protect your identity. The other professionals are also legally bound to keep the information confidential. Consultations are noted in your Clinical Record (PHI) to protect the privacy of your information.

Please be aware that I practice with other mental health professionals and employ administrative staff. At times I need to share protected health information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. These other professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and will not release any information without the approval of a professional staff member.

PROFESSIONAL RECORDS

My professional standards and ethics require that I keep a record of our work together. These records are organized into two separate sections as follows.

The Clinical or Medical Record: This Protected Health Information (PHI) includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Upon written request you may examine and/or receive a copy of your Clinical Record, unless I believe that access would be harmful to you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. In most situations I am allowed to charge a copying fee of \$0.25 per page up to 100 pages, and I may charge for certain other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request. Your records are stored for 7 years from the date of the record.

Psychotherapy Notes

Another section of your PHI consists of my Psychotherapy Notes. These are designed to assist me in providing you with the best possible treatment. Psychotherapy Notes vary from patient to patient, and can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. While insurance companies, attorneys, etc. can request and receive a copy of your Clinical or Medical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. The one exception is if a judge demands them. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that it would adversely affect your well-being, in which case you have a right to a summary and to have your record sent to another mental health provider or your attorney. Again, I am allowed to charge a copying fee of \$0.25 per page up to 100 pages.

Should I be required to provide the insurance company with your PHI, I make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. It is my policy to review any report to an insurer with you prior to submitting it. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

MINORS & PARENTS

Patients under 18 years of age and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe this review would be harmful to the patient and his/her/their treatment. I typically provide parents with general information about the progress of the child's treatment. If I feel that the child is in danger or is a danger to

someone else, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any concerns he/she/they may have. A minor's records are stored until the minor is 21 years of age.

THERAPIST VACATION, SICK TIME, JURY DUTY

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

TERMINATION OF SERVICES

Ending therapy can be a very empowering process whether terminating because you have reached your goals, are moving, or are unhappy with our work. Planning for the end of therapy and having a final session is ideal. We discuss what worked, what didn't work, what you accomplished and what work may be left. *Email, texts and voice mail are not an appropriate way to terminate services.* Signing this agreement means you agree to a termination session.

Signing this document indicates that you have read, had the opportunity to ask questions, and understand and agree to these policies.

Client Name: _____

Client Date of Birth: _____

Client Signature: _____

Date: _____

Psychotherapist Name: Crystin Nichols, MS, RMFTI

Psychotherapist Signature: _____