

JENNIFER A. DECHERT, PSY.D COUNSELING & CONSULTING, LLC

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INFORMED CONSENT FOR COUNSELING SERVICES

Welcome to my practice! Counseling is a collaborative relationship that works, in part, because of clearly defined rights and responsibilities held by both client and therapist. It is important to know, before commencing with counseling, what your rights and responsibilities are as a consumer as well as what my rights and responsibilities are as a therapist. It is also important to know what kind of situations may limit these rights and responsibilities. The following is designed to educate you about these issues. Please read it carefully and feel free to ask questions during our initial appointment or in subsequent sessions. When you sign this document, it will represent an agreement between us.

Confidentiality

Confidentiality is one of the cornerstones of effective counseling. One of the reasons counseling works is that people feel safe, secure, and confident that what they talk about in therapy stays in therapy. I will make every effort to ensure that information about your case is kept confidential. However, you should be aware that there are certain legal and ethical requirements that specify conditions under which it may be necessary to for me to discuss your case with other professionals. Such situations include:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities including contacting law enforcement in the town where you live. In cases in which the client discloses or implies intent and a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client. Procedures may also include hospitalization of the client.

Abuse of Children and Vulnerable Adults

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger

of abuse., the mental health professional is required to report this information to the appropriate social service and/or legal authorities. This may also include if you disclose a third-party minor that you know outside your family is being abused/harmed.

Prenatal Exposure to Controlled Substances

Mental health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

Minors/Guardianship

If you are under eighteen years of age and are not emancipated, please be aware that the law may provide your parents with the right to examine your treatment records. It is my policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding unless I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them of my concern. Upon request, I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

Insurance

I may have to confirm & provide information about services and diagnosis if your insurance company requests such information to determine your reimbursement.

Worker's Compensation

If a client files a worker's compensation claim related to the services I am providing, I may, upon appropriate request, disclose protected information to others authorized to receive the information by the worker's compensation law.

Legal

If a client is involved in court or legal proceedings, I may be subpoenaed or court ordered by a court to release records or provide information about treatment.

Professional Consultation

I may find it helpful to consult about a case with other professionals, such as a fellow licensed psychologist. In these consultations, I make every effort to avoid revealing the identity (any identifying information) of my client. The consultant is, of course, also legally bound to keep information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together.

If you choose to break confidentiality for any reasons (i.e., sending an email, applying for insurance, or telling anyone else about your therapy etc.), I cannot control or be held liable for the outcome.

*See separate form for Dr. Dechert's additional Child/Adolescent treatment consent and policies.

It is not legal/ethical to record sessions without permission from all parties at any time.

Releases of Information:

Releases of information forms must be signed and dated by you in order for Dr. Dechert to release any verbal or written information whatsoever to any party (except for the above exceptions to confidentiality). You will need to sign a release of information for this writer to

speak to any collateral family members or professionals to coordinate care if requested. The release can be revoked at any time in writing and information will discontinue at that time. **Please note:** Clients ages 14 and up must provide consent for treatment and permission to release verbal or written communications.

Record Keeping

Both law and the standards of my profession require that I maintain appropriate treatment records of our work together. These notes document that you have been here, the topics that we talk about, interventions that have been used, your response/my response to the session, and treatment plan or any other considerations that may be helpful to your work with me. If you wish to see your records, I highly recommend that you review them in my presence so that we can discuss what they contain to avoid any misinterpretation. If you wish, I can prepare an appropriate summary for you. I maintain your records in a secure location that cannot be accessed by anyone other than me. The New Jersey regulations state the following: "A licensee may charge a reasonable fee for the preparation of a summary and reproduction of records, which shall be no greater than an amount reasonably calculated to recoup the costs of transcription or copying." NJAC 8:43G-15.3 Medical record patient services: 1. The fee for copying records shall not exceed \$1.00 per page or \$100.00 per record for the first 100 pages. For records that contain more than 100 pages, a copying fee of no more than \$0.25 per page may be charged for pages in excess of the first 100 pages, up to a maximum of \$200.00 for the entire record [plus] ii. A postage charge of actual mailing.

Diagnosis

Diagnoses are technical terms that speak to your problem(s). These terms describe conditions, syndromes, and personality disorders. All diagnoses come from the ICD-10. In order to receive reimbursement for psychotherapy claims, the insurance company requires that a diagnosis is given. This information becomes a part of your record with them. While they are generally very good about protecting your information, particularly with the new HIPAA laws in place to protect medical information, I cannot control or be responsible for it.

Referrals

My normal practice is to conduct an initial evaluation, which lasts approximately 2-3 sessions. During this time, we can both decide whether I am the best person to provide the services that you need in order to meet your treatment objectives. A referral to other psychological, psychiatric, or other ancillary health care providers may be needed during the provision of counseling services. Should you require services that I do not provide, higher level of care, or I believe you have reached maximum benefit from working with me, I will facilitate an appropriate referral to another agency or treatment provider that can better meet your needs.

Eating Disorders

When working with clients who are struggling with an eating disorder, I may require that clients work with a nutritionist and a medical doctor in order for appropriate care to take

place. It is my experience that treatment for eating disorders is most effective if a team approach is in place (working with a nutritionist, MD, and therapist who have constant contact with each other.)

A signed release to the above individuals will be required so that treatment can be better coordinated. If a client fails to work within these guidelines, therapy will be terminated and a referral to another therapist, who has experience with eating disorders, will be provided. If a client is following the above treatment protocol but is not making progress in therapy, and I believe that in my professional opinion our therapeutic work together is not helping the client, or that client requires a higher level of care, I reserve the right to end therapy and provide a referral to another provider or to a provider who can provide a higher level of care.

Substance Abuse/Dependence Policy

Clients may not come to session under the influence of any drugs or alcohol at any time. If you come to session and report or I suspect that you are intoxicated/under the influence of drugs or alcohol, the session will end and be rescheduled if appropriate. If it is not safe for you to drive, I will assist in helping you call a ride to transport you and/or make an appropriate referral to another provider or higher level of care.

Couples/Family Counseling

In the case of couples and family counseling, if planning to have Dr. Dechert provide a superbill for out of network insurance reimbursement, one client will need to identify as the client of the practice (for insurance purposes only) and will be given a diagnosis and superbill. When contacting or emailing/texting Dr. Dechert for any reasons, both partners of the couple must be made aware and cc'd or included via email/text. No secrets will be kept between partners by Dr. Dechert and any information shared by either party is subject to be discussed in couples' sessions. For any couples counseling records requested to be released, Dr. Dechert must receive written consent by both parties involved in the couples counseling. In couples counseling meetings, both members must be present to begin the session unless Dr. Dechert is meeting with one person collaterally.

Involvement in Court and Letter Writing

Do not involve me in any court related matters. The goal of our work together is therapeutic in nature and the focus is on treatment/wellness in our sessions only. This would be a conflict of interest. Should any legal issues arise, (i.e., fitness to parent, divorce/separation, child custody, forensic opinion etc.), Dr. Dechert will not render a professional opinion as this will impact the therapeutic relationship with the client. Because of the difficulty of legal involvement, if you request my involvement in court, a minimum fee of \$400.00 per hour will be charged for telephone consultations, note preparation, travel time, missed time during the work day, and testimony time.

*Please note, Dr. Dechert does not write reports for disability, court ordered classes, or emotional support animals.

Cancellation Policy and Late Policy

You are responsible for keeping your scheduled appointments and your appointment time is specifically reserved for you. If you fail to cancel a scheduled appointment or cancel with less than 24-hour notice, I cannot use this time for another client. Thus, if you miss a session without canceling or cancel without giving at least 24 hours' notice, you will be billed for the session in full and are required to pay for it before the next session is scheduled. If you have a credit card already on file it will be charged. Otherwise, bill will be sent directly to client's home/address on file. Cancelled sessions will be rescheduled as quickly as possible, subject to availability. Missed session fees are not reimbursable by insurance.

Please be prompt and on time to sessions. No matter what time you arrive to session we will still end on time and you will still need to pay the full session fee. Insurance will only be billed (on the superbill) for the correct CPT code (amount of time you actually attended) for session, and the corresponding code dollar amount (for example: 90832 (16-37mins)-\$100). Sessions less than 16 minutes are not billable to insurance. Chronic lateness impacts you, me, and the care of other clients. If for some reason I am running behind due to circumstances beyond my control, I will make up the time with you. Please call/notify me if you are going to be late for session or not make it. If I do not hear from you, I will contact you once after 15 mins to check in to see if you still plan to come to the appointment. If after 20 minutes I do not hear from you, the session will end if in person, or I will log off if on telehealth and you will still be billed for the full fee of the session.

After two no-show/no-call appointments you will forfeit your standing appointment time. If you are consistently late, we will address this pattern therapeutically and whether this is a good time for you to commit to the therapeutic process.

Payment for Sessions

You are responsible for paying for your session up front and in full at the time of your appointment with me. My initial appointment is _____ for a 60-minute intake session. The fee is ____ for each subsequent 50-minute therapy session. Some insurance companies only approve a 45-minute session and the fees are the same as above. Couples/Family therapy regular session fee is: ____ In addition to weekly appointments, it is my practice to charge the above amount on a prorated basis for other professional services you may require such as report & letter writing, telephone conversations which last longer than 5 minutes, or the time required to perform any other service which you may request of me. The exception to that would be calls regarding insurance issues, and calls with other treatment providers such as probation officers, physicians, school officials, etc.to coordinate care.

Dr. Dechert has the right to inform you in advance should she increase her fees due to increased cost of living, overhead, and additional years of experience/training.

I do not directly participate on any insurance panels and I am considered an out of network provider. You are responsible for verifying your out of network insurance coverage/benefits

(including copays, deductibles, and procedures) for in person and/or telehealth sessions prior to meeting with me. I will provide you with a statement of services that you can submit to your insurance company that includes the relevant information needed for you to submit for out of network reimbursement. It is recommended that you submit your statements as soon as possible to not delay your reimbursement. Please check to see if your insurance company requires any additional forms to be submitted along with my statements. When completing any required insurance forms, please make sure you indicate that any and all reimbursement money should go directly to you and not me. If we decide to meet for a longer period of time, I will bill you on a prorated basis for the time.

Medicare: I do not participate with Medicare and therefore my services are not reimbursable by Medicare. If you wish to pay completely out of pocket you will need to complete a Medicare opt out form.

I am not willing to have patients run a bill with me. I have found that it is not good for you, for me, or for our working relationship. If you fail to pay for a session, we will discontinue therapy until you are caught up with your payments. In cases of unusual financial hardship, I may be able to negotiate a temporary reduced fee; this will be determined on a case-by-case basis.

There will be a charge of a \$25 fee for bounced checks to cover bank fees and time in dealing with the problem. I would rather hold a check for a few days than deposit it and have it bounce, so please let us know ahead of time if you are concerned that your check might bounce.

Third Party Payment: If you are having a third party pay for your sessions you must sign a release of information for payment information/issues only (no clinical information will be released without your written consent). The third-party payer must also sign a Third-Party Payment Agreement Form and submit it back to Dr. Dechert prior to the start of the third-party making payments.

Please note, Dr. Dechert does not accept gifts from clients.

Contacting me and Emergency Consultations

I am often not immediately available by phone/email and I am not an 24/7 on-call provider. Messages will usually be returned within the same day, but no later than 24-48 business hours. If I will be unavailable or an extended period of time, I will provide you with a contact person or contact number, or if necessary, a proper referral. If you are experiencing a mental health crisis, are unable to reach me, and feel that you cannot wait for me to return your call due to an emergency and/or need immediate crisis intervention, please contact the following resources for assistance: 1) (If a resident of Hunterdon County) Psychiatric Emergency Services at Hunterdon Medical Center, Flemington NJ 908-788-6400, 2) (If a resident of Somerset County) Psychiatric Emergency Services at Bridgeway Rehabilitation Services, 908-526-4100, 3) Hunterdon Helpline, 1800-272-4630 (www.helpline HC.org). 4) Call 911 or go to your nearest emergency room. 5) Your family physician.

Email: Do not ever communicate/send urgent or clinical messages via email, telehealth platform chat features, or text message. I do not conduct any therapy over email or text. Email and texting are intended for non-clinical issues only and your confidentiality cannot be guaranteed. If you email/communicate electronically, you are agreeing to do so at your own risk.

<u>Social Media:</u> I do not accept friend requests/connections of any kind on any social media platform: Facebook, Instagram, Linked-In etc. or respond to messages on these platforms as doing so may blur the boundaries of ethics and confidentiality.

Additional Important Things to Consider

Counseling services can have risks as well as benefits. Trying to deal with difficult emotions, thoughts, and behaviors can be very upsetting. Changing your behavior, altering your beliefs, and facing realities of your life can sometimes be disruptive to the relationships in your life. You may find that as therapy progresses, strong feelings develop within the context of the therapeutic relationship. This is not uncommon and is something to be talked about and worked through. Sometimes people feel worse before they feel better. Sometimes people feel worse and do not really feel any better. Should this happen, it is important to talk about it in counseling. Further, it is important to consider these risks before entering into therapy and decide whether or not you feel the potential rewards outweigh any possible risks. Research indicates that most people who engage in therapeutic treatment benefit from these services, but there are no guarantees of outcome, or what you will experience.

Duration and frequency of therapy is usually decided by the nature of your problem, what you and I think is appropriate, and what is realistic depending on your financial situation. You are usually the one who decides when therapy is over. My hope is that you end therapy because you have reached your goals and obtained what you wanted out of therapy. There are, however, several exceptions to this right. I have the right to end therapy for the following reasons: 1) if I believe that the therapy is not helping you and that you would be better served by a referral to another practitioner or treatment modality. I will provide you will referral information to the best of my ability. 2) If you do violence to, threaten either verbally or physically, or harass myself, my office, or my family in anyway, I reserve the right to terminate unilaterally and immediately from treatment. If I terminate you from therapy, I will provide you with referral information.

If I have not seen you for one year or more you will be required to do a new intake appointment & complete all of Dr. Dechert's required paperwork again such as informed consents, intake forms, HIPAA policy acknowledgement, and releases of information. You will be required to pay the intake fee.

Please know that you can ask me questions. I am always open to talking about the process of therapy, the rationale behind what I am doing, and discussing any appropriate alternatives to treatment. If you feel that things are not working out between us, you have the right to tell me and request a referral to another practitioner. If you have any problem with something that I have done, I hope that you will talk to me about it and that we can resolve the issue to your satisfaction. If this is not the case, you are free to contact the American Psychological Association, 1-800-374-2721

Patient Consent for Counseling

I have read the above consent statement, agree to adhere to the informed consent policies, and understand that I am entering into a therapeutic relationship. If I have any questions related to this, I have asked Dr. Dechert.

I agree to pay Dr. Jennifer Dechert an initial intake appointment fee of \$______. I agree to pay Dr. Jennifer Dechert a session fee of \$______ per subsequent session. I understand that my insurance company may not pay for all or part of these fees. As a result, I agree to take full responsibility for any portion of Dr. Jennifer Dechert's fees that my insurance company does not pay. I agree to adhere to the 24-hour cancellation policy and will pay for sessions canceled with less than 24-hour notice. I understand that missed session fees are not reimbursable by insurance. I understand my rights and responsibilities as a patient, including limits of confidentiality, and my therapist's responsibilities to me.

I acknowledge that I have read and understand Dr. Dechert's HIPAA privacy agreement.

I agree to undertake counseling services with Jennifer Dechert, Psy.D Counseling and Consulting, LLC. I know that I can terminate at any time for any reason. I know that I have the right to refuse any requests or suggestions made by Dr. Dechert that I deem not to be suitable to me. While I understand that Dr. Dechert has knowledge and experience in this field, I recognize that I am the final authority of what I want to incorporate into my life from this counseling experience.

No party shall attempt to subpoena Dr. Jennifer Dechert's testimony or records for a deposition or court hearing of any kind for any reason. All parties acknowledge that the goal of psychotherapy is the amelioration of psychological distress and interpersonal conflict, and that the process of psychotherapy depends on trust and openness during the therapy sessions. Therefore, it is understood by all parties that if they request Dr. Dechert's services as a psychotherapist, they are expected not to use information given to Dr. Dechert during the therapy process for their own legal purposes or against any of the other parties in a court or judicial setting of any kind.

Client or parent/guardian signature (children 14 and older must sign)

Print name	Date	
If seeking couples counseling, 2 nd client's signature	2	
Print name	Date	

*Form updated 1/12/23

^{***}Please retain this form and the preceding pages for your reference and records.

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Client or parent/guardian signature (children 14 and older must sign)	
Print name Date	
If seeking couples counseling, 2 nd client's signature	
Print name Date	
***Please submit this copy to Dr. Dechert.	

*Form updated 1/12/23