

# JSP, LLC

Jared Smiley, LPC  
Psychotherapist  
www.jaredsmiley.com

Lanier House | Cathedral Counseling Center  
2744 Peachtree Road NW  
Atlanta, GA 30305

## **Informed Consent & Disclosures | Policies & Procedures**

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Welcome! These next several pages comprise the ethical, legal, administrative, financial, clinical, and technical information you'll need, and that is crucial to provide, in order for you to consent to engage in this professional service. I encourage any questions, comments, feedback, ideas you have throughout your experience here. Your growth and wellbeing are the priority. It is my highest goal to offer you my best listening, presence, experience, training, and creativity.

Please enjoy the Lanier House and its grounds. I hope you can feel comfortable enough and welcomed. Feel free to spend time being here—walk around, find a quiet place, sit on the porch, enjoy the sunroom. You are welcome anywhere here, though be mindful that sometimes people meet in various rooms upstairs from time to time. For Internet, the Wi-Fi network name is **Guest-Wifi**, and the password is **Deacon1962**.

**Please read carefully and sign wherever a signature line is provided to indicate that you have read, understood and agreed to our terms.**

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## Psychotherapy/Counseling Service Disclosures

### **What is Informed Consent?**

“Informed consent” is a legal and ethical term that refers to both the document *and* the ongoing process of transparency in practice. This is absolutely necessary and designed to keep you informed of psychotherapeutic procedure, process and intervention for your consensual participation throughout. In agreement, we are transparent about treatment processes, policies and procedures, fee structures, changes in pertinent information, client/therapist responsibilities, the working relationship, and any other aspects of the psychotherapy/counseling process.

#### 1. The Psychotherapy Service (*definitions and research, expectations and mysteries, risks and benefits, client and therapist roles*)

There is a lot here. I'll discuss it in both broad strokes and specific detail. I'll use the words “counseling” and “therapy” and “psychotherapy” interchangeably throughout.

Throughout our human history we find accounts of people seeking and providing counseling. Ancient texts 3000 years old include stories of this process, and people would travel great distances to visit counselors. Indeed, the science and mystery of it have been fascinating and continue to intrigue us. Though psychotherapy can take different forms, at its core *it is a healthcare service*. Translated from its Greek roots, *psyche* is interpreted as “soul” and “life/breath,” and *therapy*, “nursing” and “caring” and “healing.” So *psychotherapy* could be interpreted in its oldest form as “nursing the soul.”

Psychotherapy is a robust practice and service, valued in many ways: It is a treatment method applied to heal psychological pain and suffering. It is an art form engaged to unlock a process of expansion and growth in the human being. It is a procedure designed to use communication and relationship factors to address biopsychosocial-spiritual health and illness. It is an ancient practice known to be used for promoting the development of people and communities. It is an embodied psychic exercise, a practice; like going to a “psyche gym” or laboratory for safely exploring one’s nature and the interplay between the inner and outer environments. It is an act of curiosity and self-respect and love.

Although there are different ways this activity is practiced from one practitioner/therapist to another, the essence of it is the same across the board. Our *humanists’* goals of psychotherapy, which resonate with my values as a therapist, are these: Learn to trust yourself; become open to experience; develop an internal evaluation of yourself; and, continue returning to a willingness to grow in life. *Psychodynamic* theory of practice suggests we seek to make the unconscious conscious, and that living a whole life--suffering and interesting and sad and abundant and joyful and miserable and deprived and interconnected and all--is how peace in aliveness is found. *Gestalt* therapists would add that it’s in the very pursuit itself of living wholly that one becomes their truest self, actualized and integrated with access to their whole self rather than just the sum of parts. And contextual and experiential cognitive and behavioral therapists practicing numerous

variations of those therapies make up yet another large network of thought, language, technique, procedure, and theory.

As a practitioner, I tend to share the language and vision of the humanistic, existential and psychodynamic traditions; however, I value an integrated approach. For me, psychotherapy is a discipline and process by which we come together in a certain ritualistic way to commune (converse substantively), relate earnestly, and practice actions for the purpose of accessing, contacting and refining troubling or confusing aspects of our life; to promote and enliven wholesome and fruitful parts of life and death; to reconnect with self and other; to grieve the loss of loved ones or forgive a part of one's self dying off; to raise consciousness, no matter how hurt or dark, and enhance the quality of life lived today; to name an unwell part of us and commit to tending and nursing it back to health. **However**, the process itself has a life of its own, and it varies; depending on the particular subjects that you bring in, your personal intentions and goals for this work, the active ingredients of your life at large, the training and philosophy of the therapist/counselor, and the personalities of the client and the therapist and the dynamic they make when together. Think of it as three things: 1. Client, 2. Therapist and, 3. Process. We're all in a relationship sending and receiving, so we take time to discern what is workable for you.

Research consistently shows that the strongest predictor of successful therapy outcomes (however it's defined) is the quality of the working relationship between client(s) and therapist (technique did not mediate this as long as the fit was there). Next up is the shared belief that benefit will come of this--namely, your belief in it. It's been said that "belief is half the cure," which, though may have some conventional appeal, we empirically observe through the placebo effect.

Regarding the interpersonal nature of this activity, the therapeutic relationship is a dynamic, collaborative process requiring work, participation and commitment from both client and therapist. It's built on a foundation of mutual *trust*, *respect* and *safety*. The client-therapist relationship is a unique relationship, and *it is the cornerstone of this service*. Like many relationships, it can take time for the client to trust, and, like many relationships, it is normal for emotion (feelings of joy, love, fear, doubt, anger, sadness, etc.) to be part of the process.

The most effective and productive therapeutic experiences will likely be complete with both "highs and lows" in many respects--it is an active process. It is likely that there will be times when as a client you will feel proud of the work you are doing, think that your experience makes sense, feel satisfied with your process in psychotherapy and excited about the ways you are growing. It is also equally likely and appropriate that there are times you may feel sad, angry, scared, stuck or confused in the process, unclear of your goals or direction, anxious about the purpose. You may feel frustrated by the process, which can even be directed at the therapist. It is typical for your experiences to intensify at first as we attend to them, causing them to feel and appear tougher before they get softer and more flexible.

I hope you can feel safe to share your experiences openly and honestly so that, like communication in other regards, I may sense how to be most helpful.

**Benefits Associated with Counseling/Therapy:** Research has shown that the majority of clients find their therapy helpful. These outcomes are correlated to the client's personal pursuit of it and their held belief that it is a helpful activity. Psychotherapy often leads to a significant reduction stress; relief of symptoms, stronger self-esteem and -efficacy; more skillful coping and interacting with self and other; greater sense of satisfaction and purpose; endorsements of feeling "successful" in life; increased understanding of self and others; enriched relationships; and even resolution of specific problems both mentally and physically.

**Risks Associated with Counseling/Therapy:** Often, the presenting problem that brings one into psychotherapy is just the starting point—the proverbial tip of the iceberg. It can take time before you feel safe enough to disclose other concerns and issues or for them to connect in the first place (which is often not a conscious turn or effort, rather just happens). As consciousness and awareness heighten in the process, we may experience change; others may notice; we may behave differently organically or on purpose; existing relationships may be affected. The process of psychotherapy may include feelings of discomfort, frustration, fear, anger, pain, embarrassment, defensiveness, and sadness. You may need to talk about things that are difficult and go into areas of life that are unfamiliar or packaged up and put away. You may hear feedback that feels challenging or frustrating. You may be called to make changes in your habitual ways of doing things, and this may feel difficult at first. You may find disagreement with the therapist or the direction of the therapy. Your therapy may involve recalling unpleasant aspects of your life and life history. Also, you may have new insights into yourself and others that may initially feel uncomfortable or begin to point you in different directions. That being said, as the process progresses and unfolds you will be equipped to handle the stress in your life. Friends and family members sometimes need time to adjust to the changes made and the new dynamics created as you gain and sharpen skills and approach challenges in a different manner.

As your therapist, I am here to accompany and support you. This is a professional relationship, setting and service. Hiring me invites me to join you in your process, so I can walk alongside you as you make this path. In collaboration, we will have many opportunities to explore, plan and practice. Part of our work together is plotting a course. Your best interest is at heart here, and respect for your autonomy is among our principle ethics. I agree to be in counsel with you wholeheartedly, with my most humble, open and present manner of being; to be with you in session wrestling with parts of life and to wrestle them with you; guiding, teaching and learning together. I agree to assist you in transition when your work here is coming to a close and to provide any referrals needed. Using the resources we have, we aim to approach this work with an artful balance of skill

and intention, control and uncertainty, and creativity and improvisation; so, have a big picture and take it a step at a time.

In listening, you will no doubt hear hints and suggestion within the ideas and experiences that pass between us. We do want to have a wholesome influence while we're here together. In fact, we will be deliberate about listening to that. However, it is inappropriate in my role to give advice on how to live your life; tell you what you need to do or ought not do (with exception to doing harm); deliberately direct your course or the path of your life; impose values and culture upon you that does not belong; meddle in your personal relationships; and entertain or develop a personal relationship with you (including on any social media platform).

## 2. Therapist Services Provided

I provide assessment and diagnosis of presenting problems, individual psychotherapy, and group psychotherapy. In addition, the following kinds of care are also offered and can be inherent aspects of the psychotherapy process: Parent education, consultation and collaboration with other therapists or agencies involved with the client's care and treatment, referral to other care providers if necessary, communication with others involved in client care, and/or provision of information and resources related to the client. Regarding its limitations, psychotherapy is an art form and a dynamic, developmental process, as well as scientific in nature, and it requires considerable effort and motivation in order to affect change. No treatment intervention can guarantee a certain outcome.

## 3. Client Responsibilities

Part of the counseling process can be to help clients identify distress and cope effectively with concerns in daily life, as well as to confront inner conflicts that create suffering. You are responsible for entering into this relationship with open, honest intentions, as well as for providing pertinent and truthful information during our sessions. The most effective outcomes occur when you fully share about your life. You may be asked to complete assessments, questionnaires, or activities between sessions. Your progress in therapy depends greatly on what you practice in between sessions and how what happens in session gets transferred to life at large. You are responsible for updating information that changes during the course of treatment, for keeping up with your appointments, and for minding the contract herein.

## 4. Appointment Times and Scheduling

It is important that appointments be scheduled in advance and attended in a timely manner to receive the full benefit. Appointments for individual psychotherapy are scheduled for a clinical hour (50 minutes) unless otherwise agreed upon by the client and therapist. Child therapy is typically 45 minutes. Couples therapy is typically 80 minutes. For your convenience, I use an online scheduling portal where you can easily see my availability, as well as request and change your appointment up to 24 hours in advance. Go to [www.jaredsmiley.com](http://www.jaredsmiley.com), click the "Contact and Appointments" tab, then the "Request an Appointment" button to get started.

## 5. Contact Information and Office Hours

I can be reached by mail, phone, email or text message. Messages that are left are likely to be returned 24-48 hours later. Correspondences made after 8:00pm are returned the following business day.

Practice office hours are between 11:00am and 8:00pm, Tuesday through Thursday. Monday is open from 2:00pm to 8:00pm, and Friday opens at 10:00am and closes at 3:00pm. Correspondences made on Saturday and Sunday will be received Monday.

## 6. Clinical Emergencies

If you have a mental health emergency or crisis (feelings of wanting to hurt yourself or others, hallucinations, bizarre behaviors), you may require hospital or medical services. Contact *GA Crisis and Access Line* or call 911. Additionally, the phone numbers below are for crisis mental health evaluation, immediate or scheduled, as well as in- and out-patient mental health programming. You may also proceed to the nearest emergency room. (At the hospital, ask for a psychiatric consult.)

- **GA Crisis and Access Line (General mental health support, 27/7)**

**1-800-715-4225**

- Skyland Trail (Atlanta, Lindbergh/Brookhaven)

770-991-8500

- Summit Ridge (Gwinnett County, East Atlanta area)

678-442-5800

- Ridgeview Institute (Cobb County area, Northwest Atlanta area)

770-434-4567

- Peachford Hospital (Dunwoody area)

770-455-3200

- Tanner Behavioral Center (Douglasville, Carrollton, West Atlanta area)

770-836-9551

- Anchor Hospital (South Atlanta)

1-866-667-8797

- Riverwoods Southern Regional Psychiatric Center (Riverdale)

770-991-8500

## 7. Professional Fees and Legal Matters

Individual psychotherapy is charged at a regular rate of \$150 per session. The regular rate for couples therapy is \$265 per 80-minute session. If you should need professional services other than the psychotherapy encounter in sessions, the standard hourly fee of \$150 will be charged on a prorated basis for the time required to complete your request. Such services might include but are not limited to report writing, telephone conversations in excess of 10 minutes, prolonged and extended email messaging, preparation of records or treatment summaries, etc.

If you become involved in legal proceedings that require my participation, you will be expected to pay for the professional time required, including preparation and transportation costs. Legal consultation, testimony or other such matters will only be engaged under a judge's subpoena.

## 8. Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health services. In the event that claims are denied or that your insurance carrier otherwise does not provide payment, you are ultimately responsible for the cost of the services. If you plan on using your insurance, it is important that you find out what mental health services your policy covers prior to our first appointment. If you have questions about the coverage, call your plan administrator or member/customer services line on the back of your card.

You should also be aware that your contract with your health insurance company often requires that your therapist provide them with information relevant to the services that you receive here. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Furthermore, insurance companies require a diagnosis be assigned to an individual member in order to reimburse payment for services. By signing this Agreement, you agree that I can provide requested information to your carrier. You also have the right to pay for services yourself (out of pocket) to avoid the inherent challenges associated with navigating insurance policies.

## 9. Client Rights

As a client, it is your right to engage in psychotherapy voluntarily and terminate the process any time. You have a right to be involved in your treatment and the planning, and it's your right to be informed about the process along the way.

*Confidentiality* is the keystone of the therapeutic relationship, and it is also your right. Psychotherapy happens in a relationship (therapist/client), and trust and safety are essential to it. And trust and safety in this process are built on the extreme security of what is shared and discovered. Confidentiality of the therapeutic relationship, process and the information therein is necessary for an effective and lawful counseling experience. Disclosures and communications are considered privileged and confidential. What happens in the therapy hour is strictly kept confidential, and you can be assured information and experience therein will not be shared with any person or entity unless you expressly permit it in writing or if it's required by law to do so.

There are only a few exceptions to confidentiality. In these scenarios, I am legally required to take protective actions, alert others, or make other efforts that reveal information about a client without their expressed consent. Should such a situation occur, I would make

every effort to discuss it with you before taking any action if possible, and ideally together we would decide how to proceed. Such instances are:

- Plans to commit suicide; presenting an immediate risk for harming yourself
- Plans to commit homicide; presenting an immediate risk for harming a specific other or group
- Child and elder abuse and neglect; abuse and neglect of persons with disabilities
- Subpoena by a judge, court order

## 10. Professional Recordkeeping

Standards of our profession require that we keep appropriate treatment records, including progress notes which document information about therapy sessions, case reviews, telephone contacts with collaborative agencies, and any other work provided on behalf of the client. Information may include, but is not limited to, the date, time and length of the session, therapeutically relevant information disclosed by the client, treatment goals and objectives, movement toward treatment goals, and the date/time for the next scheduled session. Your records will be stored in a file in a locked cabinet at my office, behind a locked door, in a locked building. Georgia law requires that written notes be kept for seven (7) years beyond the last date of service for adults, as well as beyond a person's "legal" age. The legal age requirement in Georgia is 18, which means written records involving a child will be preserved until the person is 25 years of age. You have the right to request a summary of the information in your file.

## 11. Treatment of Minors

By law, legal parents/guardians are entitled to a summary of their child's (as a minor) records, including health information regarding session content. Parents without legal guardianship have no legal rights to records and are bound by the parameters of standard confidentiality laws. Parents will be made aware of their child's progress in non-specific terms. It is necessary, especially in the treatment of teen clients, that the young person feel that their sessions and the information disclosed therein are private; thus it is helpful if session content is allowed to be kept private between the therapist and minor client. However, it is my practice to inform the parent/guardian of any serious health or safety issues of which the client may be at risk, with the understanding that this determination will be made by me.

## 12. Electronic Communication and Use of Technology

Frequently, email, text messaging, online scheduling or other forms of electronic messaging or doing business can be convenient and helpful tools for communicating between sessions regarding clinical and non-clinical issues. I acknowledge, however, that these forms of communication are not always completely secure methods of communication, and therefore cannot guarantee strict confidentiality.

## 13. Termination of Services

The therapy relationship will come to an end at some point, and, though the process continues on, the counseling process is complete here when your goals for it are satisfied



and you decide to say goodbye. Psychotherapy can also end prematurely or abruptly, not by choice or by forced choice adapting to changes in your world. We do our best to navigate these waters with care, intention and grace, and my sincere hope is to be as mindful, helpful and flexible as possible in such currents. Transitions are rich spaces charged with kinetic energy; potential. It is evidence-based and strongly encouraged to handle the conclusion of a psychotherapy process consciously whenever possible. It is generally recommended that three (3) sessions be utilized for conclusion, including when the announcement to conclude is made, for best practice.

Psychotherapy/counseling services are terminated when the therapist and client agree to end it, either by treatment plan or when the process takes turn or pauses for now or feels complete; if the life of the therapist changes and work can no longer continue, or when the client disengages and no contact is made in 30 days or more. The client has the right to terminate assessment or treatment at any time without penalty. If treatment is being terminated unilaterally by the client, it is the therapist's responsibility to support the client's transition and recommend continued treatment and to refer the client to appropriate treatment if requested. When the decision is made to end therapy, your file will be closed following your final session and you will be discharged. We may arrange follow-up or continuing care.

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\_\_\_ I have read the information in this document, and my questions have been answered to my satisfaction.

\_\_\_ Account balances shall be paid in full, or arrangements to do so must be agreed upon prior to or at the time of termination.

\_\_\_ I authorize my therapist to provide counseling/therapeutic services to me and/or to my child.

\_\_\_ I have received a copy of our Georgia HIPAA Notice of Privacy Practices (see section 5, included).

This psychotherapy agreement will expire automatically under the following circumstances:

- Upon the jointly agreed upon date of termination.
- Upon the date you inform me that you wish to terminate psychotherapy.
- When you have not attended a scheduled session and have not scheduled a session or communicated with me for at least a period of 30 days.

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Signature of Client

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Date



**Who referred you, or how did you find me?**

- May I have your permission to thank them for the referral? **Y | N**
- If referred by another health professional, would you like for us to communicate with one another?

**Y | N**

*Please read and answer the following carefully.*

**Please describe briefly what bring you to therapy?**

**Do you intend to use your therapy to support a case for any legal matters (e.g., disability, custody, etc.)?**

**Y | N**

**Generally, what are your goals and intentions for being in therapy?**

**For now, how long do you think your counseling/therapy process will last?**

Please list any past and present significant medical health issues, hospitalizations:

Have you ever had a stroke? **Y | N** If so, when? \_\_\_\_\_

Have you ever had a seizure? **Y | N** If so, when? \_\_\_\_\_

Have you ever had a head injury? **Y | N** If so, when? \_\_\_\_\_

**Do you currently take any prescribed medications?** (If you need more room, please write on the back of this page.)

<i>Name of medicine</i>	<i>Dosage</i>	<i>Purpose</i>	<i>Prescribing Doctor</i>	<i>When did you start?</i>

Do you smoke or use tobacco? **Y | N** If so, how often? \_\_\_\_\_

Do you vape nicotine? **Y | N** If so, how often? \_\_\_\_\_

Do you smoke or ingest cannabis plant? **Y | N** If so, how often? \_\_\_\_\_

Do you vape cannabis oil? **Y | N** If so, how often? \_\_\_\_\_

Do you drink alcohol? **Y | N** If so, how often? \_\_\_\_\_

What other non-prescription drugs do you use or have you used? Please indicate what specific kinds, when and how often: *(i.e., type of psychedelics, hypnotics, opiates, sedatives, stimulants, etc.)*

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Have any of your friends or family voiced concern about your use of any substance? **Y | N**

Have you ever been in trouble or in risky situations because of your substance use? **Y | N**

Do you ever feel guilty about substance use or unsuccessful attempt to stop or cut back? **Y | N**

Do you ever feel anxious when you wake up and use a substance to feel better, or find yourself wanting to?  
**Y | N**

**Below is a list of physical, psychological and social experiences that often create difficulty. Please take a moment, consider each item carefully, and circle any that pertain to you:**

Racing Thoughts	Stealing	Grief and Loss
Loss of Pleasure/Interest	Divorce	Stomach Aches/Nausea
Volatile Mood	Domestic Violence	Fainting or Dizziness
Persistent Anger	Crying Spells	Severe Financial Change
Panic/Desperation	Problems in Relationships	Diarrhea
Fear or Phobia	Nightmares	Headaches
Shortness of Breath	Compulsive Behavior	Numbness or Tingling
Irritability	Hallucinations	Chest Pain or Tightness
Fleeting Attention	Flashbacks	Overeating
Chronic Stress	Being Bullied	Severe Weight Change
Forgetfulness	Bullying Others	Heart Problems
Excessive Worry	Abuse or Neglect	Muscle Tension
Persistent Guilt	Low Motivation	Lying
Trusting Others	High-Risk Sexual Behavior	Addictive Behavior
Communication Difficulty	Often Making Mistakes	Chills or Hot Flashes
Hyperactivity	Harming Self or Others	Frequent Dread/Despair
Frequent Substance Use	Thoughts of Suicide	Impulsive Behavior
Frequent Vomiting	Sleep Disturbance	Emotional Outbursts
Restrictive Eating	Obsessive Thinking	Difficulty Completing Tasks
Combat	Self-Loathing	Recent Move/Relocation

**Please circle all that pertain to your family history:**

- |                    |                           |                                  |
|--------------------|---------------------------|----------------------------------|
| Drug/Alcohol Abuse | Abuse or Neglect          | Depression                       |
| Legal Problems     | Trauma                    | Anxiety                          |
| Domestic Violence  | Hyperactivity             | Psychiatric Care/Hospitalization |
| Suicide            | Learning Disability       | Obsessive-Compulsive Behavior    |
| Impoverishment     | Bipolar Disorder/Behavior | Schizophrenia                    |

Have you ever been hospitalized for mental health reasons? (Please include approximate dates and reasons.)

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Have you ever talked with a psychiatrist, psychologist, counselor/therapist, or other mental health professional before? If so, approximately when and why?

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**FAMILY and BACKGROUND:**

Please list any siblings you have and their ages:

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Who raised you?

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Are you a caregiver for another person? **Y | N**

Are you a parent? **Y | N**

If yes, how old is(are) your child(ren)?

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Do you live with anyone? If so, with whom?

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What deaths, losses, absences, separations, traumas or other significant transitions or occurrences have been meaningful and significant in your life thus far?

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Please name any developmental periods or milestones that were particularly challenging for you:

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**SOCIAL and LIFESTYLE**

NOT SATISFIED

VERY SATISFIED

How satisfied are you with your social life?

1 2 3 4 5 6 7

What constitutes your current social network? What are the relationships in your life?

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How would you describe your spiritual beliefs? If you're religious, what religion?

Try to think of your first "spiritual" experience. What was it?

What are your priorities around food and eating?

What is/are your body/physical exercise habits, practices, disciplines?

How is your sleep? How are your grooming/hygiene routines?

How do you cope with stress? What is relaxing for you?

What are your favorite recreational activities? What is fun, play, leisure in your life?

**EDUCATION and WORK**

What is your highest level of formal education? If more than high school, what have you studied?

Are you currently employed? **Y | N**

If so, who is your current employer?

What do you do for work?

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How gratified are you by your work?

NOT AT ALL

VERY GRATIFIED

1 2 3 4 5 6 7

MILD

SEVERE

How much stress does your work create for you?

1 2 3 4 5 6 7

***Thank you for sharing.***

## **Financial Agreement**

**Please initial next to each of the following items to indicate you have read and understand it.**

\_\_\_ Payment/co-pay/co-insurance for services rendered is due at the time of delivery. Though cash and check are preferred methods of payment, debit/credit cards are also accepted. A \$35 fee will be charged for a returned check.

\_\_\_ I reserve the right to keep your debit/credit card information in a secure file and to process that card for due payments.

\_\_\_ Once an appointment has been scheduled you will be expected to pay your session fee. If you need to cancel or reschedule an appointment for any reason, I require at least 24 hours notice. This can be done via email, phone or text messaging. If missed, you will be charged a cancellation fee equal to the regular rate. Exceptions will be made with discretion for emergencies (e.g., hospitalization, unexpected severe illness).

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Please leave the payment information you'd like to use, and the office will process your payment after each session.

Cardholder Name: \_\_\_\_\_

Card Type:      \_\_\_ Visa    \_\_\_ MasterCard    \_\_\_ Discover    \_\_\_ AMEX

Card Number:      \_\_\_\_\_      Expiration Date: \_\_\_ / \_\_\_

CVC/Security Code:      \_\_\_\_\_      Billing Zip Code for Card: \_\_\_\_\_

**By signing below, you indicate that you have read and agreed to the above financial policy.**

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

## **Research Participation Consent**

In my practice, art and science are balancing virtues; two sides of a body. Most of what we do while we're together in the meeting room is the art based on the science. In this part, we will be conducting science based on that art.

**Please sign this form below if you consent to participate in a periodic research study of my overall practice efficacy.** Any and all information from clients, even anonymous, is strictly kept confidential. This study will not be published or shared. Results from this study in the form of impersonal aggregate data may be used for further research.

The goal of this study is to evaluate practice effectiveness and provide longer-standing clients an opportunity to self-evaluate and/or create dialogue in therapy.

Methods include providing client-participants with a brief self-report survey consisting of several items to rate on a continuum. This study is *single-blind*, meaning participants' surveys are anonymous; therefore, the researcher (me) is "blind." Single-blind studies are intended to free participant expectation biases.

In the end, the anonymous data will be compiled and measured, client-participants will have the opportunity discuss/process in session any of their experience, and the results will provide valuable feedback for the therapist.

Any calls to participate are made via email, and only active clients are called. Clients eligible to participate have been in therapy here for more than one (1) year. Participating clients will receive a brief, anonymous survey to complete and return.

**Please *do not* sign below if you choose to opt out.** You may just leave it blank below and proceed to the HIPAA section.

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Signature of Client-Participant

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Date

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Printed Name of Client-Participant



Jared Smiley Psychotherapy, LLC  
2744 Peachtree Road NW  
Atlanta, GA 30305  
(678) 404-0898

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## Health Insurance Portability and Accountability Act (HIPAA)

### NOTICE OF PRIVACY PRACTICES

*Effective on the date signed*

**I. COMMITMENT TO YOUR PRIVACY:** *Jared Smiley Psychotherapy, LLC (JSP)* is dedicated to maintaining the privacy of your protected health information (PHI). PHI is information that may identify you and that relates to your past, present or future physical or mental health condition and related health care services. This Notice of Privacy Practices (“Notice”) is required by law to provide you with the legal duties and the privacy practices that *JSP* maintains concerning your PHI. It also describes how medical and mental health information may be used and disclosed, as well as your rights regarding your PHI. Please read carefully and discuss any questions or concerns with your therapist.

**II. LEGAL DUTY TO SAFEGUARD YOUR PHI:** By federal and state law, *JSP* is required to ensure that your PHI is kept private. This Notice explains when, why, and how *JSP* would use and/or disclose your PHI. Use of PHI means when *JSP* shares, applies, utilizes, examines, or analyzes information within its practice; PHI is disclosed when *JSP* releases, transfers, gives, or otherwise reveals it to a third party outside of the Institute. With some exceptions, *JSP* may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, *JSP* is always legally required to follow the privacy practices described in this Notice.

**III. CHANGES TO THIS NOTICE:** The terms of this notice apply to all records containing your PHI that are created or retained by *JSP*. Please note that *JSP* reserves the right to revise or amend this Notice of Privacy Practices. Any revision or amendment will be effective for all of your records that *JSP* has created or maintained in the past and for any of your records that *JSP* may create or maintain in the future. *JSP* will have a copy of the current Notice in the office in a visible location at all times, and you may request a copy of the most current Notice at any time. The date of the latest revision will always be listed at the end of *JSP*’s Notice of Privacy Practices.

**IV. HOW YOUR NAME MAY USE AND DISCLOSE YOUR PHI:** *JSP* will not use or disclose your PHI without your written authorization, except as described in this Notice or as described in the “Information, Authorization and Consent to Treatment” document. Below you will find the different categories of possible uses and disclosures with some examples.

**1. For Treatment:** *JSP* may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If you are also seeing a psychiatrist for medication management, *JSP* may disclose your PHI to her/him in order to coordinate your care. Except for in an emergency, *JSP* will always ask for your authorization in writing prior to any such consultation.

**2. For Health Care Operations:** *JSP* may disclose your PHI to facilitate the efficient and correct operation of its practice. Example: Quality control - *JSP* may provide your PHI to its office personnel, accountants, practice consultants, attorneys and others to make sure that *JSP* is in compliance with applicable practices and laws. It is *JSP*’s practice to conceal all client names in such an event and maintain confidentiality. However, there is still a possibility that your PHI may be audited for such purposes.

**3. To Obtain Payment for Treatment:** *JSP* may use and disclose your PHI to bill and collect payment for the treatment and services *JSP* provided you. Example: *JSP* might send your PHI to your insurance company or managed health care plan, in order to get payment for the health care services that have been provided to you. *JSP* could also provide your PHI to billing companies, claims processing companies, and others that process

health care claims for *JSP's* office if either you or your insurance carrier are not able to stay current with your account. In this latter instance, *JSP* will always do its best to reconcile this with you first prior to involving any outside agency.

**4. Employees and Business Associates:** There may be instances where services are provided to *JSP* by an employee or through contracts with third-party "business associates." Whenever an employee or business associate arrangement involves the use or disclosure of your PHI, *JSP* will have a written contract that requires the employee or business associate to maintain the same high standards of safeguarding your privacy that is required of *JSP*.

**ote:** Georgia and Federal law provides additional protection for certain types of health information, including **alcohol or drug abuse, mental health and AIDS/HIV**, and may limit whether and how *JSP* may disclose information about you to others.

**V. USE AND DISCLOSURE OF YOUR PHI IN CERTAIN SPECIAL CIRCUMSTANCES – YOUR NAME may use and/or disclose your PHI without your consent or authorization for the following reasons:**

- 1. Law Enforcement:** Subject to certain conditions, *JSP* may disclose your PHI when required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: *JSP* may make a disclosure to the appropriate officials when a law requires *JSP* to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. Lawsuits and Disputes:** *JSP* may disclose information about you to respond to a court or administrative order or a search warrant. *JSP* may also disclose information if an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. *JSP* will only do this if efforts have been made to tell you about the request and you have been provided an opportunity to object or to obtain an appropriate court order protecting the information requested.
- 3. Public Health Risks:** *JSP* may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, disability, to report births and deaths, and to notify persons who may have been exposed to a disease or at risk for getting or spreading a disease or condition.
- 4. Food and Drug Administration (FDA):** *JSP* may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.
- 5. Serious Threat to Health or Safety:** *JSP* may disclose your PHI if you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if *JSP* determines in good faith that disclosure is necessary to prevent the threatened danger. Under these circumstances, *JSP* may provide PHI to law enforcement personnel or other persons able to prevent or mitigate such a serious threat to the health or safety of a person or the public.
- 6. Minors:** If you are a minor (under 18 years of age), *JSP* may be compelled to release certain types of information to your parents or guardian in accordance with applicable law.
- 7. Abuse and Neglect:** *JSP* may disclose PHI if mandated by Georgia child, elder, or dependent adult abuse and neglect reporting laws. Example: If *JSP* has a reasonable suspicion of child abuse or neglect, *JSP* will report this to the Georgia Division of Child and Family Services.
- 8. Coroners, Medical Examiners, and Funeral Directors:** *JSP* may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person, determine the cause of death or other duties as authorized by law. *JSP* may also disclose PHI to funeral directors, consistent with applicable law, to carry out their duties.
- 9. Communications with Family, Friends, or Others:** *JSP* may release your PHI to the person you named in your Durable Power of Attorney for Health Care (if you have one), to a friend or family member who is your personal representative (i.e., empowered under state or other law to make health-related decisions for you), or any other person you identify, relevant to that person's involvement in your care or payment related to your care. In addition, *JSP* may disclose your PHI to an entity assisting in disaster relief efforts so that your family can be notified about your condition.

- 10. Military and Veterans:** If you are a member of the armed forces, *JSP* may release PHI about you as required by military command authorities. *JSP* may also release PHI about foreign military personnel to the appropriate military authority.
- 11. National Security, Protective Services for the President, and Intelligence Activities:** *JSP* may release PHI about you to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state, to conduct special investigations for intelligence, counterintelligence, and other national activities authorized by law.
- 12. Correctional Institutions:** If you are or become an inmate of a correctional institution, *JSP* may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others
- 13. For Research Purposes:** In certain limited circumstances, *JSP* may use information you have provided for medical/psychological research, but only with your written authorization. The only circumstance where written authorization would not be required would be if the information you have provided could be completely disguised in such a manner that you could not be identified, directly or through any identifiers linked to you. The research would also need to be approved by an institutional review board that has examined the research proposal and ascertained that the established protocols have been met to ensure the privacy of your information.
- 14. For Workers' Compensation Purposes:**  
*JSP* may provide PHI in order to comply with Workers' Compensation or similar programs established by law.
- 15. Appointment Reminders:** *JSP* is permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that you may need or that may be of interest to you.
- 16. Health Oversight Activities:** *JSP* may disclose health information to a health oversight agency for activities such as audits, investigations, inspections, or licensure of facilities. These activities are necessary for the government to monitor the health care system, government programs and compliance with laws. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess *JSP's* compliance with HIPAA regulations.
- 17. If Disclosure is Otherwise Specifically Required by Law.**

**VI. Other Uses and Disclosures Require Your Prior Written Authorization:** In any other situation not covered by this notice, *JSP* will ask for your written authorization before using or disclosing medical information about you. If you chose to authorize use or disclosure, you can later revoke that authorization by notifying *JSP* in writing of your decision. You understand that *JSP* is unable to take back any disclosures it has already made with your permission, *JSP* will continue to comply with laws that require certain disclosures, and *JSP* is required to retain records of the care that its therapists have provided to you.

## **VII. RIGHTS YOU HAVE REGARDING YOUR PHI:**

- 1. The Right to See and Get Copies of Your PHI:** In general, you have the right to see your PHI that is in *JSP's* possession, or to get copies of it; however, you must request it in writing. If *JSP* does not have your PHI, but knows who does, you will be advised how you can get it. You will receive a response from *JSP* within 30 days of receiving your written request. Under certain circumstances, *JSP* may feel it must deny your request, but if it does, *JSP* will give you, in writing, the reasons for the denial. *JSP* will also explain your right to have its denial reviewed. If you ask for copies of your PHI, you will be charged not more than \$.25 per page and the fees associated with supplies and postage. *JSP* may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.
- 2. The Right to Request Limits on Uses and Disclosures of Your PHI:** You have the right to ask that *JSP* limit how it uses and discloses your PHI. While *JSP* will consider your request, it is not legally bound to agree. If *JSP* does agree to your request, it will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that *JSP* is legally required or permitted to make.
- 3. The Right to Choose How YOUR NAME Sends Your PHI to You:** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). *JSP* is obliged to agree to your request providing that it can give you the PHI, in the format you requested, without undue inconvenience.

**4. The Right to Get a List of the Disclosures.** You are entitled to a list of disclosures of your PHI that *JSP* has made. The list will not include uses or disclosures to which you have specifically authorized (i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family); neither will the list include disclosures made for national security purposes, or to corrections or law enforcement personnel. The request must be in writing and state the time period desired for the accounting, which must be less than a 6-year period and starting after the date signed below.

*JSP* will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, the recipient of the disclosure (including address, if known), a description of the information disclosed, and the reason for the disclosure. *JSP* will provide the list to you at no cost, unless you make more than one request in the same year, in which case it will charge you a reasonable sum based on a set fee for each additional request.

**5. The Right to Amend Your PHI:** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that *JSP* correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of *JSP's* receipt of your request. *JSP* may deny your request, in writing, if it finds that the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of its records, or (d) written by someone other than *JSP* denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and *JSP's* denial will be attached to any future disclosures of your PHI. If *JSP* approves your request, it will make the change(s) to your PHI. Additionally, *JSP* will tell you that the changes have been made and will advise all others who need to know about the change(s) to your PHI.

**6. The Right to Get This Notice by Email:** You have the right to get this notice by email. You have the right to request a paper copy of it as well.

**7. Submit all Written Requests:** Submit to *JSP* at the address listed on top of page one (1) of this document.

**VIII. COMPLAINTS:** If you are concerned your privacy rights may have been violated, or if you object to a decision *JSP* made about access to your PHI, you are entitled to file a complaint. You may also send a written complaint to the Secretary of the Department of Health and Human Services Office of Civil Rights. *JSP* will provide you with the address and contact information upon your request. Under no circumstances will you be penalized or retaliated against for filing a complaint.

**Please discuss any questions or concerns with your therapist. Your signature below indicates that you Acknowledge receipt of this Notice:**

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**Client Name (please print)**

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**Client and/or Parent/Guardian Signature**

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**Date**

*Date of Last Revision: 3/31/2019*