

## CLIENT SERVICES AGREEMENT & CONSENT TO TREATMENT

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Welcome to therapy. As your therapist, this document contains important information about my services and business policies. It also contains information about privacy protections and client rights with regard to the use and disclosure of your personally identifiable information used for the purpose of treatment and payment. Although this document is long and sometimes complex, it is very important that you read it carefully before beginning your first session. I can discuss any questions you have about the procedures explained in this document. When you sign this document, it will also represent an agreement between us.

### PROFESSIONAL DISCLOSURE STATEMENT

The therapists and supervisors at The Briggs Institute, Inc. are committed to offering affordable, high quality therapeutic services to the community. We are dedicated to helping meet the mental health and relationship care needs of individuals, couples, and families and to the post-master's supervision of skilled, pre-licensed marriage and family therapists.

There are two types of therapists at the Institute: Licensed Marital and Family Therapists (LMFT) and Pre-Licensed Clinical Fellows.

An LMFT is any person who has met the qualifications for licensed marital and family therapist and holds a current, unsuspended or unrevoked, license which has been lawfully issued by The Board for Professional Counselors, Marital and Family Therapists, and Clinical Pastoral Therapists in Tennessee.

After graduating with a master's degree, all therapists seeking licensure in Tennessee are required to spend at least two years gaining post-graduate clinical experience and ongoing supervision. This stage of therapists' careers is similar to when medical doctors graduate and spend several years in a residency program. The pre-licensed clinical fellows at The Briggs Institute, Inc. have taken this step in their careers and are currently earning the post-graduate experience required for independent licensure.

Pre-licensed clinical fellows at the Institute provide mental health and relationship care services under the supervision of [AAMFT Approved Supervisors](#). This designation signifies that these supervisors have "...attained the educational, experiential and supervisory training required for the competent supervision of marriage and family therapists and trainees." This places the pre-licensed clinical fellows at the Institute under the mentoring of clinicians who have earned the highest supervision designation in the mental health field. To learn more about AAMFT approved supervision, visit [www.aamft.org](http://www.aamft.org).

Therapy experiences vary depending on the personalities of the therapist and client(s) and the particular problems being addressed. There are many different methods that may be used to deal with the problems that you hope to focus on. Visiting a therapist is not like a visit to a medical doctor. Rather, it calls for a very active effort on the part of the client(s). In order for therapy to be most successful, you will have to work on things at home that are talked about during your sessions.

Therapy has both risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, helplessness, and other difficult emotions. We believe that therapy has stronger benefits than risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees, however, regarding your experiences in therapy or the outcome of your therapy.

During your first session, you will have the opportunity to ask your therapist some questions you may have and he or she will tell you what you can expect as a client at The Briggs Institute, Inc. Your therapist will also ask you questions about your life, health, and relationship history, and will give you the opportunity to describe your reasons for coming to therapy.

Throughout therapy, you should evaluate your progress along with your opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be careful about the therapist with whom you select to work. If you have questions about procedures in this practice, you should discuss them with your therapist whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

Your decision to enter therapy with a therapist at The Briggs Institute, Inc. is voluntary. You can stop therapy at any time and discontinuing treatment will not result in any penalty.

### EVIDENCE-BASED PRACTICE

All of the therapists at The Briggs Institute, Inc. practice an evidence-based approach to therapy. This means their treatment plans for you are significantly influenced by clinical consultation, scientific theory, and research. Your therapist will ask you to contribute to this process by inviting you to complete brief questionnaires that let us know how you feel about your life in general, your relationships with others, and your experience in therapy. We use this information to track your progress and to inform our decisions as we try to help you reach your goals. We look forward to finding out what therapy can help you accomplish.

## LIMITS ON CONFIDENTIALITY

Your therapist offers confidential therapy in so far as allowed by the United States Government and the laws of the State of Tennessee. This means that the therapists, supervisors, and staff at The Briggs Institute Inc. have a responsibility to protect information received from you during treatment. In order for any information about you to be shared, usually you must first sign a Release of Information that allows us to communicate only with the person identified on the release and only regarding specific information identified by you. Because of our commitment to evidence-based practice, we regularly discuss our clinical work with supervisors and colleagues to make sure that we are providing our clients with the best care possible. During these consultations, we most often do not share our clients' personally identifiable information. When circumstances do require identifiable information to be shared, all Institute staff, supervisors, and consulting clinicians are legally and ethically bound to keep your information confidential.

Under certain conditions, the laws of the State of Tennessee allow exceptions to client confidentiality. These exceptions occur under the following circumstances:

1. We are required to report suspected child abuse or neglect and to report suspected abuse of the disabled or elderly. This information is required to be shared with the Department of Children's Services, County Sheriff, chief law enforcement official where the suspected victim resides, or a judge having jurisdiction.
2. We may give information to law enforcement or medical personnel in order to protect clients and others when there is a probability of imminent physical danger, including the potential for suicide, homicide, or serious injury on the part of the client. We may also disclose information to law enforcement or medical personnel in order to protect you from immediate mental or emotional injury. We may be required to disclose information to the courts regarding treatment information in proceedings affecting the parent-child relationship.
3. Confidentiality is not protected in connection with criminal proceedings, except communication by a person voluntarily involved in a substance abuse treatment program.
4. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by client-therapist confidentiality. We cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

While this summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your therapist any questions or concerns you may have now or in the future.

## LIMITS ON CONFIDENTIALITY IN RELATIONAL THERAPY AND OFF-SITE LOCATIONS

When therapy occurs in a relational context (i.e., when there is more than one client in the session), you should be aware that this places additional limits on your confidentiality. For example, your confidentiality may be violated if one of the other clients in the room shares something you said in session with someone else.

Normally, Institute clinicians will keep separate case files for each client taking part in relational therapy. Keeping separate case files for each client allows the supervisors and therapists to create unique client records that we keep confidential in so far as allowed or required under the applicable laws of the State of Tennessee and the United States; however, if you take part in relational therapy, know that it is impossible for us to keep all of your information out of the other client case file/s. This means that your personally identifiable information, including, but not limited to, your reasons for seeking therapy, a description of the ways in which your problems impact your life, your diagnosis, the goals for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, may also be recorded in the case files of those you are working with in therapy (e.g., your relationship partner, family members). For example, when a therapist provides couple therapy, both clients' names, a description of what they discussed in session, and the therapist's assessment of their relationship and reactions to treatment will appear in both client case files.

Most clients receive clinical services on-location at the Institute; however, there are times when Institute clinicians provide therapy services at off-site locations. When this occurs, there are additional limits on confidentiality. Sessions held off-site may be more likely to be overheard by others due to building design limitations and lack of soundproofing measures such as insulation and white noise machines. Additionally, paper case file materials such as signed informed consent and notice of privacy practices documents may be carried on the person of the therapist, making them more vulnerable to being stolen or lost than materials that are signed and stored directly at the Institute.

Please let us know if you have any questions about limits on confidentiality in relational therapy and off-site locations and we will do our best to answer them.

## MINORS & PARENTS

When treating a minor client (a person aged 18 and under), I may advise a parent, managing conservator, or guardian of a minor with or without the minor's consent, of the treatment needed by or given to a minor. If the treatment, however, is for suicide prevention; chemical addiction or dependency; or sexual, physical, or emotional abuse, the law provides that parents may not access their child's

records. For children between 16 and 18, because privacy in therapy is often crucial to successful progress, this can lead to potential problems in therapy. Older children have special rights with regard to mental health services in Tennessee. Youths 16 years and older may provide their own consents for mental health treatment. When these youths give consent, additional consent from the parent, legal guardian or legal custodian is not needed.

We will work diligently to maintain a balance between a teenager's need for privacy/confidentiality and a parent's desire to access their child's records. We will work prudently with our clients to find a balance that is good for the teenager, unless we feel that the teenager is in danger or is a danger to someone else, in which case we will notify the parents immediately of our concerns.

## SESSIONS

You can expect the initial assessment and evaluation period to last from 1 to 3 sessions. Sessions are approximately 50 minutes in length and typically occur weekly or every other week. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless both you and your therapist agree that you were unable to attend due to circumstances beyond your control).** In the event of snowy or icy weather, we will follow the opening/closing schedule of Lipscomb University, which will be communicated through local media outlets. If The Briggs Institute, Inc., closes for inclement weather or any other reason, reasonable attempts will be made to contact you if you are scheduled for an appointment. Unless we are prevented from doing so due to an electrical or internet service failure, emergency closures will be posted on the website, [www.thebriggsinstitute.com](http://www.thebriggsinstitute.com).

## FEES

The standard fee per 50-55 minute clinical hour is \$150 when working with a licensed marital and family therapist and \$95 when working with a pre-licensed clinical fellow. Clients may request to use our sliding fee scale that runs from \$60-\$150 per clinical hour depending on their household income. Although we can usually accommodate a client's request to use the sliding fee scale, the decision to lower the standard fee rests with Institute therapists and depends on several factors including therapist case load characteristics and clinical schedules.

You should have been informed about your fee when you initially made your appointment. If you are unsure what your fee is, I will be able to tell you. The fee we charge you is for each 50-minute time period that you are scheduled to spend in therapy. Payment is requested at the time services are rendered and may be made with cash, check, or major credit cards (i.e., Visa, MasterCard, American Express, and/or Discover).

There are times when fees may change. Most commonly, fee changes occur when a client's therapist moves from a pre-licensed status to a fully licensed status or when clients experience a change in income. Client fees may also change when clients exhibit a pattern of canceling sessions or not paying for sessions on time; in these circumstances, any sliding fee scale adjustments may be discontinued and fees raised to the standard fee. Normally, fee changes occur after a therapist and client have talked about them either in session or over the phone. If you have questions or concerns about fee changes, please let me know.

Clients sometimes request other services and there are charges for these services. The fee for report writing (psychological evaluations, treatment summaries, etc.) is \$150 per hour with a minimum of one hour paid in advance. The fee must be paid in full before the document is released. Clients and/or attorneys will pay \$150 per hour for courtroom testimony, with a minimum of three hours payable in advance, when honoring a subpoena and/or when providing testimony in court, regardless of whether or not the therapist actually testifies. If you or someone representing you requests your clinical record, there is a \$50 file location and/or printing fee.

## PAYMENTS

You will be expected to pay for each session at the time it is held. **Your therapist will not see you for a session when your account is in arrears (i.e., after three sessions without payment) until you pay the balance on your account unless some sort of prior arrangement has been made between you and your therapist.** You will be required to pay the fee for scheduled sessions you do not attend for which you do not provide a cancellation notice at least 24 hours prior to the session.

We do have preexisting partnerships with several organizations to provide services to their employees and/or clients. If you are associated with an organization that has agreed to pay for your therapy at The Briggs Institute, Inc., I will ask you to sign a Release of Information that will allow me to bill the organization for your time in therapy. Only the number of sessions you have attended and the amount billed for those sessions will be shared with the organization. If you do not wish to sign this release, we will not be able to bill the organization, and you will be responsible for payment.

## CONTACTING THERAPISTS AND/OR SUPERVISORS

Due to our busy schedules, therapists and supervisors are often not immediately available by telephone. When we are unavailable, you may leave a voice message for us at 615-593-3999 and we will return your call. We will make every effort to return your call within 24-48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. If it is an emergency, or if you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room (i.e., call 9-1-1) or call the Tennessee Office of Crisis Services and Suicide Prevention at 855-274-7471.

## EMAIL

At The Briggs Institute, Inc., therapist and supervisor email accounts are secured by Google according to industry standards. Google has sought and received security certifications such as [ISO 27001 certification](#) and [SOC 2 and SOC 3 Type II audits](#). We do ask you to please remember that there is always a risk of a breach of confidentiality whenever you share your personal information. We also want you to be aware that your email account may not be secured according to health industry standards. Therefore, please use discretion and reveal only the *minimum necessary* personal information when communicating via email. Email sent to therapists and supervisors at The Briggs Institute Inc. are saved and may be included in your clinical record.

## CLINICAL AND PROFESSIONAL RECORDS

We keep your personally identifiable information (PII) in two sets of professional records. The first is a paper case file containing various components of your clinical record including this consent form. The second set of records that contains your PII consists of your electronic medical record (EMR). Your case file and EMR make up your clinical record (clinically relevant emails sent to therapists and supervisors may also be included in your clinical record). Your clinical record contains PII that may include information about your reasons for seeking therapy, a description of the ways in which your problems impact your life, your diagnosis, the goals for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, any reports that have been sent to anyone, and other sensitive information. This clinical record is kept for seven years post treatment for adult clients and for ten years past the 18<sup>th</sup> birthday of minor clients. Except in unusual circumstances that involve danger to yourself or others, you may examine and/or receive a copy of your clinical record if you request it in writing. Therapists and supervisors at The Briggs Institute, Inc. charge a \$50 fee for locating and copying your clinical file. If we refuse your request to obtain a copy of your clinical record, you have a right of review, which we will discuss upon your request. In addition to your EMR, we maintain an electronic directory of our clients' contact information and other information including your name, address, email address, ID number, the date we opened your case file, the date we closed your case file (if applicable), and whether you are currently attending therapy sessions with a therapist at The Briggs Institute, Inc.; We also keep an electronic spreadsheet that records the number of therapy sessions you have received and other information including your ID number, dates of service, fees charged, fees you paid, cancellations, and missed sessions.

All PII that we store electronically is secured by Google Apps. Unlike free Google accounts that many people are familiar with, we have established a professional relationship with Google that includes a business associate agreement. Our Google Apps account comes with security measures and services not available in the more common, free Google accounts. A list of security and privacy controls available with Google Apps can be found on their [security and privacy website](#). The Google Apps core services are audited using industry standards such as [ISO 27001 certification](#) and [SOC 2 and SOC 3 Type II audits](#), which are the most widely recognized, internationally accepted independent security compliance audits. To make it easier for everyone to verify Google security, they have published their [ISO 27001 certificate](#) and new SOC3 audit [report](#) on their [Google Enterprise security page](#).

In addition to the clinical record, your therapist may also keep a set of psychotherapy notes. These notes are for the therapist's use and are designed to assist in providing you with the best treatment possible. While the contents of the notes vary from client to client, they can include the contents of your conversations with your therapist and his or her analysis of those conversations. Psychotherapy notes may also contain particularly sensitive information that you may reveal to the therapist that is not required to be included in your clinical record. These notes are kept separate from your clinical record and are not typically released to others. You may examine and/or receive a copy of your psychotherapy notes unless it is determined that releasing them would be harmful to your physical, mental, or emotional health.

## CASE FILE CLOSINGS AND DESTRUCTION OF CLINICAL AND PROFESSIONAL RECORDS

When client case files are inactive for a period of 5-weeks or more, we close the case file. Normally, case files can be reopened at any time should a client decide to return to therapy. If we are not able to reopen your case file for whatever reason (e.g., limited therapist availability), we will be happy to provide you with a referral to see another therapist.

Once closed, client case files and other personally identifiable information is kept for 7 years after a client's final session if the client is 18 years of age or older and for 10 years after the client's 18<sup>th</sup> birthday if the client is under 18 at the time of treatment.

## ASSESSMENT RESULTS

It is routine for our clients and clients at similar mental health and relationship care centers to fill out assessment instruments at the request of their therapist. Assessment instruments give us information about the types of problems our clients are dealing with and help us track clients' progress in therapy. The information you provide in an assessment instrument helps us to improve our services to the community and may also be used for marketing and research purposes. No personally identifiable information (e.g., your name, initials, birthdate, etc.) is included on any marketing materials or published research. Upon your completion of an assessment instrument such as a questionnaire, your answers will be stored securely according to state and federal standards. Therefore, by filling out an assessment instrument at this private practice, you will take on a minimal risk of harm or discomfort no greater than what you would experience when filling out paperwork at your medical doctor's office. If you have any questions or would like additional information about how we use assessment results for service and research purposes, you may ask me (i.e., Dr. Briggs) in person or contact me at 615-966-5301.

**CLIENT AUTHORIZATION FOR TREATMENT**

I, \_\_\_\_\_, the client, have fully read and agree to the terms outlined in this Client Services Agreement & Consent to Treatment and give consent for therapy. I have discussed any questions I had with my therapist at The Briggs Institute, Inc. and I understand the information in this consent form. Furthermore, I understand that my therapist will abide by the above mentioned policies, procedures, and techniques in providing my treatment. I hereby release Dr. J. Gregory Briggs and the other officers, agents, representatives and employees at The Briggs Institute, Inc. as custodians of my clinical record for the period of seven years post treatment, both individually and collectively, from any and all liability for damages of whatever kind may at any time result to me, my heirs, family, or associates because of compliance with this authorization for treatment and any other attempt to comply with it. My signature below indicates that I give my informed consent for treatment with my therapist at The Briggs Institute, Inc. for myself and any of my minor children I bring to therapy to receive services as discussed above.

Further, I do for myself and my personal representatives, heirs and assigns, hereby agree to indemnify, defend, hold harmless, release, forever discharge and covenant not to sue The Briggs Institute, Inc., its officers, agents, representatives and employees (other than my therapist) from and against any and all losses, claims, demands, actions and damages, including reasonable attorneys' fees, arising out of or related to the services rendered for me by my therapist.

IN WITNESS WHEREOF, I have read and understood this Waiver of Liability, am at least eighteen (18) years of age and fully competent, and execute the same as my own free will this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature (client)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Printed name

**PARENTAL CONSENT FOR CLIENTS WHO ARE MINORS**

Since the client is a minor child under the age of 16, then as parent, legal guardian, or managing conservator of this minor child, I do hereby authorize the therapists and supervisors at The Briggs Institute, Inc. to provide therapeutic services and agree to the terms of this agreement to my child.

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date