



Communication That Works is a sole proprietorship that provides mental health therapeutic services (psychotherapy) to youth, adults and families. The therapist, Nina Holmes, License # 48039, provides services to improve how you feel, help you work through problems, improve your relationships, and achieve your goals. Nina offers counseling services to appropriately assist individuals, groups, families and couples to discuss their problems, discuss options and learn to deal effectively with everyday life. Nina also provides equine facilitated psychotherapy at her second location, a horse ranch in Gilroy.

The Therapeutic Process You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

The payment system is based on the fee of \$100 per hour or \$150 per 90-minute session, and \$150 per hour for letters and reports for Court related issues. Nina also offers a generous sliding fee scale based on your ability to pay. She accepts insurance from the following companies: Blue Shield, Magellan, UBH, MHN, Sutter, Beacon, Cigna and Blue Cross.

By signing below, I confirm the following:

- **Confidentiality:** I understand the limits to confidentiality required by law: The sessions are **confidential** unless mandated reports required by law must be made, or the health and welfare of a client is in danger. The law requires that a mandated reporter such as Nina in her capacity of a Licensed Marriage Family Therapist must **break confidentiality and report suspected child abuse, imminent suicide or bodily harm to another, or physical abuse of elder (65 years old or older) or dependent adults.**
- **Authorization for debit or credit card to be kept by Nina on file as per separate agreement. Co-payments, deductibles and fees due at the time of service.** All fees are due at the time the services are rendered. If I chose to pay privately, I understand that I will pay for each session at the time of service. I understand that Nina will keep my debit or credit card on file and that I will sign an authorization for her to charge my card for all fees due.
- **48 hour business day notice required: I am responsible for giving Nina 48-hour business day notice for any and all changes to scheduled appointments including reschedules and cancellations.** A 48-hour business day notice means e.g. that I will give notice to Nina on a Thursday for a Monday appointment, or that on a Tuesday I will give notice of a cancellation or reschedule for a Thursday appointment.
- **No show fee.** I am responsible for and will pay the full fee due Nina for the amount of time for which my appointment was scheduled if I do not attend a scheduled appointment (hereinafter referred to as the "no show fee") or if I give less than 48 hour business day notice for any and all changes in scheduling. Examples: If I fail to show for an appointment, Nina will charge her full fee to my credit or debit card that I have authorized for her to keep on file, the same day of the appointment. Or, if I schedule an appointment with Nina for 90 minutes and, without 48 hour business day notice I only attend a 60-minute session, I understand that, if I use insurance, Nina would bill the insurance company for the 60 minutes I attended and that I am responsible for paying Nina for the 30 minutes I booked but for which I did not give 48 hour business day notice.
- **I understand that I will personally pay the no show fee, not the insurance company, if I use insurance. I also understand that I am unable to use an HSA card to pay a no-show fee. I understand that Nina will keep a credit or debit card on file and that it will be charged the no show fee, Nina's full fee for the time of my appointment the same day of the no show.**
- I understand that Nina is unable to accept gifts in exchange for leniency with her policies regarding 48-hour business day notice for schedule changes and cancellations.
- I understand that if I have a medical emergency, the no show fee does not apply.
- I understand that Nina will send 72-hour reminders by text and/or by email as per permission I have given, and I understand I am responsible for remembering to keep my appointments or give Nina a 48-hour business day notice of any and all changes.
- **Late to appointments:** I understand that if I am more than 20 minutes late to an appointment the appointment will be classified as a no show. In other words, if I am more than 20 minutes late to an appointment, it will not take place and I will pay Nina the no show fee for that time slot.
- **Turnaround time for Nina to get back to me. Texts, emails and phone calls:** I understand that Nina will (1) respond by text email or phone call as soon as possible when I have something happen beyond my control that is urgent, and that (2) normally Nina will get back to me within 24 hours in response to my texts, emails or phone calls. I understand that Nina uses text or email communication solely for the purpose of scheduling appointments.
- **Responsibility for payment.** If I pay with insurance, I understand that the office of Nina Holmes will invoice my insurance company to collect payment for the services provided and that after 90 days, if Nina is not paid by my insurance company, I am responsible for payment. I understand that Nina will appeal any and all denials of payment by the insurance company and will reimburse me if successful. In the event my deductible has not been fully satisfied, I will authorize Nina to charge my credit card according to my insurance company's contracted amount. Nina's office will make all necessary attempts to collect payment from the insurance company; however, I acknowledge that I, as the patient, am ultimately responsible for payment for all denied claims for any reason at the time of service or notification.

- **Court related fees.** I understand that if Nina is subpoenaed to appear in Court for a matter related to my case, or if Nina writes a report or letter to the Court, that I will pay Nina \$150 per hour. Her fee includes driving time to and from the Courthouse, to be split between the involved parties.
- **Delinquent payments:** All delinquent payments beyond 30 days will be charged a fee of 10% per month until all payment obligations are met. Late payments beyond 45 days will be turned over to a collection agency, and all fees by the collection agency will be the responsibility of the patient.
- **Bad checks:** I understand that if I write a bad check I will be responsible for the amount of the check plus any bank fees. If I am delinquent in making good a bad check, Communication That Works will notify the Santa Clara County District Attorney Bad Check Program.
- **Telehealth:** I understand that: "Telehealth means the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care while the patient is at the originating site and the health care provider is at a distant site. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store and forward transfers." (Source: [CA Business & Professions Code Sec. 2290.5.](#)) **By signing below, I give written consent to receive telemedicine services, including synchronous interactions by, e.g., telephone, FaceTime, Skype, etc.** My therapist has reviewed and discussed this with me and informed me that I would benefit from treatment via telehealth.
- If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.
- I understand that after 3 weeks, if Nina does not hear from me, or if I do not make arrangements with her, that Nina will close my case.

I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. The basic responsibility Nina and I both have is to be available for scheduled appointments unless 48 hours' business day notice is given.

I understand that there are risks and benefits to treatment which I reviewed with Nina Holmes MFT prior to signing this. I consent to treatment for myself and/or my minor child with Nina Holmes MFT this date and beyond. I agree and support my minor child to agree to maintain confidentiality when in group therapy. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Nina. If I am under the age of eighteen I understand my parents need to give consent, and that Nina will give them a summary of my progress.

Please choose one of the following options:

I/We understand that I/ we will pay Nina a fee of _____ per hour or _____ per _____ minute session.

I/We understand that Nina will bill my/our insurance policy for services and my/our co-pay is \$_____. I understand that co-pays are due at the time of service. I understand that in the event of owing a deductible amount, I am responsible for paying Nina Holmes the full amount due at the time of service.

I/We understand that Nina will bill my EAP with _____, Authorization # _____

I have read this statement, had sufficient time to be sure that I considered it carefully, and asked any questions that I needed to. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process.

Print name of client _____

Signature _____ Date _____

Print name of client _____

Signature _____ Date _____

(For minors) Name of parent _____

Signature _____ Date _____

(For minors) Name of parent _____

Signature _____ Date _____

Signature of Witness / Counselor _____