### **Monica Hurt, LMFT**

6708 W Highway 146 Pewee Valley KY 40056 502-338-8100

Welcome to my office. The following document is designed to give you information about my professional services and business policies. Please read this carefully. If you have any questions or concerns, please ask me at your first session, or as they arise during the course of treatment. Please note that when you sign this form, it represents an agreement between us.

### INFORMED CONSENT FOR KETAMINE ASSISTED PSYCOTHERAPY

#### Introduction

This agreement is intended to provide
(Herein "Patients") information regarding the practices, policies and procedures of Monica Hurt,
LMFT (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship
between Therapist and Patient. Any questions or concerns regarding the contents of this
Agreement should be discussed with Therapist prior to signing it. Our first few sessions will
involve an evaluation of your needs. Patient should address any concerns they have regarding
process in therapy with Therapist. During this initial period, I want you to evaluate your comfort
level with me as your therapist and address any questions you have about the process.

## Risks and Benefits of KAP Therapy

Ketamine Assisted Psychotherapy (KAP) is a process in which the therapist and patient discuss a variety of issues, events, experiences and memories so patient can experience their life more fully. It provides an opportunity to better and more deeply understand oneself, as well as any problems or difficulties patient may be currently experiencing. Psychotherapy is a joint effort between patient and therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in KAP may result in a number of benefits to patient, including, but not limited to, reduce depression and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships. Participating in KAP therapy may also involve some discomfort, including remembering and discussing feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which the therapist will challenge patient's perceptions and assumptions and offer different perspectives. The issues presented by patients may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of the patient. There are no guarantees about what you will experience, or when or how fast you will feel that your life has improved.

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#### **Ketamine Protocol**

Patients agree to bring their ketamine prescription with them at their first session and store their ketamine in my office. The ketamine will be secured in my office safe, behind two locked doors. This is to ensure that the patient will not use their prescription ketamine unsupervised. Patient agrees that they will not drive for at least 12 hours after a KAP session.

Please ini	tial hear	that you	understand	and agree:	

# **Confidentiality**

The information disclosed by patient confidential and will not be released to any third party without written authorization from patient, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child abuse, elder abuse and dependent adult abuse, when a patient makes a serious threat of violence toward a reasonably identifiable victim, or when the patient is dangerous to him/herself or the person or property of another. In certain legal situations, such as a child custody case or when your emotional condition is an issue, the judge may order me to testify. In the event that an account with me goes unpaid it is legal for me to disclose your name, dates of session and amount due to a collection agency or small claims court as necessary.

## **Psychotherapist-Patient Privilege**

The information disclosed by patients, as well as any records created, is subject to the psychotherapist – patient privilege. The psychotherapist – patient privilege results from the special relationship between therapist and patient in the eyes of the law. It is akin to the attorney patient privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist – patient privilege. If Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, Therapist would assert the psychotherapist – patient privilege on Patient's behalf until instructed, to do otherwise by Patient or Patient's representative. Patient should be aware that she/he might be waving the psychotherapist—Patient privilege if she/he makes mental or emotional state an issue in a legal proceeding. Patient should address any concerns she/he might have regarding the psychotherapist – patient privilege with his/her attorney. There are however exceptions to privilege, which includes, but is not limited to: 1) a patient is a danger to self or others, 2) a judge issues a court order, 3) a patient introduces his/her mental condition into testimony, 4) someone is under 16 and victim of a crime, 5) the court is using therapy to establish sanity or competence to stand trial, 6) a patient has treated information as though it is not confidential, 7) information pertaining to the Patriot Act, 8) information listed on the health insurance claim form or child abuse report, 9) a patient complaint or lawsuit against me.

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## Therapist Availability / Emergencies

You may leave a message or text me at any time on my confidential voice mail 502-338-8100. Non-urgent calls are returned during normal workdays (Monday-Friday) within two business days. In the event of an emergency or an emergency involving a threat to your safety or the safety of others, please call 911.

#### **Professional Consultation**

Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient. For professional consultations (physicians, attorneys, schoolteachers, therapist, etc.), I charge in quarter hour segments for calls that are more than 15 minutes. I also charge for time writing letters/reports about your case or reading extensive emails and reports. If you become involved in legal proceedings that may require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Clinical records are maintained in a secure confidential matter during treatment and for up to seven years following the termination of treatment. After seven years clinical records will be destroyed in a confidential manner and cannot be accessed.

## **Records and Record Keeping**

Therapist may take notes during the session. These notes constitute Therapist clinical and business records, which by law Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter the normal record-keeping process at the request of Patient. Should patient request a copy of Therapists records; such a request must be made in writing. Therapist reserves the right, under Kentucky law, to provide patients with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating healthcare provider. Therapist will maintain Patients records for seven years. However, after 7 years Patient's records will be destroyed in a manner that preserves Patients confidentiality.

### **Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures unprotected health information that you neither consented to nor authorized, determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures in your records; and the right to a paper copy of this agreement, the attached notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

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### **Termination of Therapy**

Therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interests, failure to participate in therapy, Patient's needs are outside the scope of competence or practice, or Patient is not making adequate process in therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination policy and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the Patient.

### Fees and Fee Arrangements

The fee for Ketamine Assisted Psychotherapy is \$400 for a 3-hour session. Payment is made prior to the session unless other payment arrangements have been made previously with the Therapist. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. From time to time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is responsible for agreed upon fee (on pro rata basis) for any telephone calls longer than 10 minutes. In addition, from time to time, therapist may engage in telephone contacts with third parties at Patient's request and with Patient's advance written authorization. Patient is responsible for payment of the agreed-upon fee (on pro rata basis) for any telephone calls longer than 10 minutes. Patients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, Apple Pay, Venmo, and credit cards - Visa and MasterCard, and HSA/FSA cards. If you would like an invoice to be sent to you at the end of the month, or third-party billing, please discuss this with me. Please note there is a delayed payment charge after 30 days from the date issued on the invoice. The rate is a 10% charge based on the total of the invoice for the first 30 days the invoice is unpaid. If payment has not been paid after 60 days from the date issued on the invoice the rate is 20%.

#### **Missed Sessions and Cancellation Policy**

If you are late to your appointment we will still have to end on time for the courtesy of my next patient, and the fee remains the same because your fee is based on the amount of time reserved, not the amount used. I prefer not to see you if you are very sick, and I will work to try to help you reschedule. If you have a set session time and you failed to show up or cancel in advance for two consecutive weeks, I will assume you're no longer interested in that time slot and make it available to other patients. Patient is responsible for payment of the agreed-upon fee for any missed session. Patient is also responsible for payment of the agreed upon fee for any session for which Patient failed to give Therapist at least 48-hour cancellation notice. Cancellation notice may be left on therapist's voice mail, or you can text or email therapist. INITIAL\_\_\_\_\_\_\_

## **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patients and another individual, are involved in any legal dispute. Therapist has a policy of not communicating with patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patients legal matter. Therapist will generally not provide records or testimony unless compelled to do so by a court order issued by a judge. If you become involved in legal proceedings that require my participation, you will be responsible for my professional time, including time for preparation if I'm called to testify by another party. My fee is \$1000 for a half day (4-hours) and \$2000 for a full day (8 hours) including travel time. My fees do not include the following expenses: any and all attorney fees I incur, travel, accommodations and per-diem costs. Fees must be paid in advance.

I have read and understand the information provided above. I have the right to discuss any and all of this information with my therapist and to have any questions I may have regarding my treatment answered to my satisfaction.

Name:	Age:	DOB:	
Signed:		Date:	
Home Phone:	Cell Phone:		
Email Address:			
You may contact me via email or phone:			
Referred By:			