

# Jack Jessup Licensed Psychologist - Master

### Client Information and Disclosure Statement

Welcome to my practice - I appreciate your giving me the opportunity to work with you. This packet will answer some questions that clients often ask about therapy.

I am a psychologist with 20 years of experience in several different community mental health settings. I am trained and experienced in doing individual therapy with teens and adults. You can read about my educational and professional background below:

# **Education**

M.A., Clinical Psychology, Saint Michael's College, Colchester, VT 2001 B.A., Psychology, Middlebury College, Middlebury, VT 1995

#### Certification

Licensed Psychologist - Master, License #047.0123038

# <u>Professional Organizational Affiliations</u>

Vermont Psychological Association - member

### **Professional Experience**

Position: School Based Clinician Location: Brandon, VT 05733

Duration: 2016-2019

Description: Provided middle school and high school students individual therapy and

supportive services at Otter Valley Middle School/High School.

Position: Outpatient Therapist Location: Pittsburgh, PA 15206

Duration: 2010-2016

Description: Provided outpatient mental health counseling to adults and facilitated a

weekly grief group.

Position: Family Therapist Location: Rutland, VT 05701

Duration: 2001-2009

Description: Provided intensive family based psychotherapy and assessment services

to residents in a program for teens with sexual offending behaviors.

Position: Crisis Services Clinician Location: Burlington, VT 05401

Duration: 1997-2001

Description: Provided phone triage, hospital diversion, and respite services to adult

clients in acute psychiatric crisis.

Position: Transitional Housing Support Worker

Location: Burlington, VT 05401

Duration: 1997-2001

Description: Staffed a six-bed residential group home for adult clients preparing to live

independently in the community.

# My Approach and Areas of Specialization

My approach to psychotherapy is trauma-informed and views the emotional safety and trust that the client experiences in the therapeutic relationship as a source of healing and transformation. I work with my clients to recognize their inner strengths and build on these areas for future growth. I also support my clients as they identify and confront thinking patterns that impede this growth. Finally, I encourage my clients to practice compassion towards themselves through self-care strategies.

I have a broad range of experience working with adults and teens presenting with depression, anxiety, grief and loss issues, relationship issues and trauma issues. Over the course of therapy, I may utilize techniques from narrative therapy, cognitive behavioral therapy and mindfulness meditation practices, which enable some clients to better separate themselves from their struggles. I also discuss with my clients the connection between physical health and mental health and, if applicable, I work with them to develop wellness plans which reinforce healthy eating, sleeping and exercise habits.

#### 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.

# **Confidentiality**

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. That is why I will ask you to sign a release of information form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me and I will not let anyone know that you are in treatment with me. In all but a few rare occasions, your

confidentiality is protected by federal and state laws and by the rules of my profession. Here are some situations where your confidentiality is not protected:

- 1. **Child Abuse**: If I have reasonable cause to believe that a child has been abused or neglected, I am required by law to report such information within 24 hours to the Vermont State Department of Children and Families or its designee.
- 2. **Adult and Domestic Abuse**: If I have reasonable cause to believe that an elderly or disabled adult is being abused, neglected, or exploited, I am required by law to report this information within 24 hours to the Vermont Adult Protective Services.
- 3. **Health Oversight**: If I receive a subpoena for records from the Vermont Board of Psychological Examiners in relation to a disciplinary action, I must submit such records to the Board.
- 4. **Judicial or Administrative Proceedings**: If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is privileged under state law unless there is a court order to release it.
- 5. Serious Threat to Health or Safety: If I know that you pose a serious risk of danger to an identifiable victim, I am required by law to exercise reasonable care to protect such victim. This may include disclosing your relevant confidential information to those people necessary to address the problem. Also, I may disclose your confidential information if I judge disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by you on yourself.
- 6. Release of Treatment Information of a Minor: According to Vermont law, parents or legal guardians of unemancipated children under 18 can access a minor's treatment records if the provider decides to grant such access. This includes being told about their child's diagnosis, the counseling methods used and recommended, significant family concerns, and the progress of treatment.
- 7. Release of Health Information to Insurance Companies or Programs: If you are using health insurance or a government program like Medicaid to pay for our sessions, I will need to share certain information about your diagnosis and treatment so the insurance or program can determine what care is covered. The insurance or program is bound by HIPAA to keep that information confidential.

You have a right to expect confidentiality in our therapy relationship if our paths cross in the community. For example, if I saw you at the supermarket or school and you ignored me, I would follow your lead and do the same. If you decided to openly recognize me outside of the office, I would view it as your agreement to take the risk that such communication may compromise your confidentiality and privacy, and will honor your desire to be recognized outside of the office. Finally, as part of the confidentiality that I offer you, I ask you not to disclose the name or identity of any other client being seen in this office.

# **About Our Appointments**

The very first time we meet, we will discuss what has brought you to therapy as well as some basic treatment goals. We will also complete and review intake forms and communication methods. Following this meeting, we will schedule subsequent sessions at times convenient for both of us. I will tell you at least a month in advance of my vacations or any other times we cannot meet. Please ask about my schedule when making your own plans.

# Fees, Payments, and Billing

Payment for services is an important part of any professional relationship. You are responsible for seeing that my services are paid for. Meeting this responsibility shows your commitment and maturity.

My current regular fees are as follows. I re-evaluate my fees each January, based on changes in the cost of running my business, and implement the change in April. You will be notified several months in advance of any changes.

Individual Therapy Session: \$115/hour, \$90/45 minutes, \$60/30 minutes

These fees apply to clients whose insurance I do not accept or who do not have insurance. Please discuss with me in our initial contact whether you would like to self-pay or pay with insurance.

If you have insurance or are part of a government program that I accept and would prefer to opt out of using that program or insurance with me because of privacy or other concerns, I am mandated by some policies to charge you the same amount that your insurance/program reimburses me at. For example, if you have X Insurance/Program and it reimburses me at \$85/hour, I will charge you the same hourly rate even if you opt out of using your insurance/program. The 30-minute rate would be half of that. In self-pay situations, full payment is due at the time of service. If there is a reason you cannot pay at the session, please make sure to contact me ahead of time to work out a payment contract. Future appointments may be postponed if you have an unpaid balance that exceeds \$200.

#### **Insurance and Government Programs**

I currently accept Medicaid, Blue Cross, Cigna, MVP, and Optum Insurance. You are responsible for verifying eligibility and benefits prior to your initial session by contacting your insurance company or program directly.

If you have a co-pay or deductible, you are responsible for paying it at the end of each session.

In case of your insurance company denying a claim, you will then become the responsible party for payment of that session(s). I ask that you notify me immediately if your insurance/program plan or company changes, which also may result in a denied

claim, ultimately leading you to be responsible for payment of that session(s).

# **Payment Options**

Payment of regular fees and insurance co-pays and deductibles (if applicable) can be in the form of cash, check or card. I accept American Express, Visa, and Mastercard (including FSA/HSA debit cards) for services through a HIPAA-compliant payment platform. This allows secure and convenient processing of co-pays and payments. A \$20 service charge will be made for checks drawn on accounts with insufficient funds. I use a HIPPA-compliant billing service to manage insurance paperwork.

#### **Cancellations and Other Fees**

I consider our meetings very important and make them a priority over other activities. I ask you to do the same. If I am ever unable to start on time, I promise that you will receive the full time agreed to or be charged proportionately. If you are late, we will probably be unable to meet for the full time because it is likely that I will have another appointment after yours. I respectfully request that if you are not able to keep your appointment that you would notify me 24 hours in advance of the scheduled appointment time. Appointments that are not kept and for which there is no advance notification (24 hours) will result in you being billed directly (not through your insurance) for the appointment. If you have Medicaid, you will not be billed for missed sessions but two no-shows and/or cancellations with less than 24 hours notice will close your case for a period of 6 months.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small-claims court. In most collection situations, the only facts I release regarding a client's treatment are his or her name, the kind of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

If you think you may have trouble paying your bills at times, please discuss this with me. If your unpaid balance reaches \$200, I will notify you by mail. If it then remains unpaid, I must stop therapy with you. Again, fees that continue unpaid or without a payment plan after this may be turned over to small-claims court or a collection service.

### **Other Charges**

I will charge you at a pro-rated hourly rate for letters, reports, and similar documents you ask me to create for you as well as for any scheduled meetings that I may need to attend as part of your treatment.

I will assume that our agreed-upon financial arrangement will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or by certified mail that you wish to end it. You have a responsibility to pay for any services you receive before we end the relationship.

#### **Termination**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you upon request.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

# Social Media Policy

NO FORM OF CLIENT COMMUNICATION IS 100 PERCENT GUARANTEED TO BE PRIVATE. Conversations can be overheard, e-mails can be sent to the wrong recipients and phone conversations can be listened to by others. But in today's age of e-mail, Facebook, Twitter and other social media, psychologists have to be more aware than ever of the ethical pitfalls they can fall into by using these types of communication. Although they add convenience and expedite communication, it is very important to be aware that e-mail and cell phone communication can be accessed by unauthorized people, faxes can be sent accidentally to the wrong address and phones and computers may be stolen. My computer and mobile phone are equipped with a firewall, virus protection, 2-factor identification, and passwords. I am also able to remotely wipe the data from them if they are ever stolen. However, if you communicate confidential or private information via SMS (text) or e-mail, I will assume that you have made an informed decision and will view it as your agreement to take the risk that this communication may be intercepted.

# Friending/Following/Fanning

I do not accept friend or contact requests from clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and privacy. It may also blur the boundaries of our therapeutic relationship. In addition, the American Psychological Association's Ethics Code prohibits my soliciting testimonials from current clients. I feel that the term "friend" comes too close to an implied request for a public endorsement of my practice.

#### My Website

I maintain a professional website, which is intended to let others know who I am as a professional and to make it easier for people who think they could benefit from my services to contact me. My website contains links to my Facebook Professional Page, my LinkedIn Profile, and my Pinterest Professional Page. You are welcome to view any of these pages and to read or share articles and resources posted there.

# **Recording Sessions**

You may not make any kind of electronic recording of our sessions without my written consent.

# **Use of Search Engines**

It is NOT a regular part of my practice to search for clients on Google, Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully discuss it with you when we next meet.

#### **Business Review Sites**

You may find my psychology practice on sites such as Google Maps, Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish. Due to confidentiality, however, I cannot respond to any review on any of these sites, whether it is positive or negative. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see your comment. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. If you do choose to write something on a business review site. I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection. If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the Vermont Board of Professional Regulation, which oversees licensing, and they will review the services I have provided.

Vermont Board of Professional Regulation 89 Main St, 3rd Floor Montpelier VT 05620-3402 802-828-2390

#### **Location-Based Services**

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

#### **Email**

Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. Also please do not use e-mail for emergencies. Due to computer or network problems, e-mails may not be deliverable, and I may not check my e-mails daily. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. You should also know that any emails I receive from you and any responses that I send to you could become a part of your legal record.

# **Covering Colleagues and Consultations**

There are two times when I might talk about you with another therapist. First, when I am away from the office for a few days, a trusted fellow therapist may sometimes be available to you in emergencies. He or she will need to know some things about your situation. This therapist has the same laws and rules as I do to protect your confidentiality and I will let you know his/her contact information prior to my being away. Second, I sometimes talk with other therapists or other professionals about my clients because it helps me to provide high-quality treatment. These professionals are also required to keep your information private. I never tell them your name, I change or skip some facts about you, and I tell only what they need to know to understand your situation to help me.

If your records need to be seen by another professional or anyone else, I will discuss this with you. If you agree to share these records, you will need to sign a release of information form. This release of information form says exactly what information is to be shared, with whom, and why.

#### **Records Policy**

It is my office policy to destroy clients' records ten years after our last meeting. Until then, I will keep your case records in a safe place and make them available when you authorize their release. After I destroy your records, I will retain, for up to 25 years, a one-page summary of the dates of treatment, number of sessions, why you came to see me, diagnoses, and any outcome information I have.

If I must discontinue our relationship because of illness, disability, or other presently

unforeseen circumstances, I ask you to agree to let me transfer your records to another clinician who will make sure they are kept safe, confidential, and available when you need them and then destroy them someday. You can review your own records in my files at anytime. You may add to them to correct errors or provide more information and you can have copies of them (but you will have to assume the risks of loss of confidentiality when you receive and store your copies). If I believe that it might in some way be harmful for you to view your records, I may suggest that we review them together or that I provide you with a summary of the records in place of the entire record. I ask you to understand and agree that you may not examine records created by anyone else that you have had sent to me. You have the right to ask that your information not be shared with family members or others if you are over 18 and are not in need of a court-appointed guardian. You can also tell me if you want me to send mail or phone you at a more private location or number than, say, your home or workplace. If this is a concern to you, please let me know so we can make arrangements.

# **Exclusion from Legal Proceedings**

If you ever become involved in a divorce or custody dispute, or any other legal matters such as a lawsuit over injuries, I will not provide my records, evaluations, depositions, or testimony in court. There are several reasons for this: 1) I may not possess the professional skills to make decisions about issues besides those we deal with in therapy; 2) therapy often involves full disclosure of information that you may not want to have revealed in court; 3) if you are holding back information because of that fear, our work will not be as productive as it could be; 4) my statements will be seen as biased in your favor because we have a therapy relationship and 5) what I might say in testifying or being deposed might change our therapy relationship and I must put that relationship first.

### **Children and Property Issues**

I request that you do not bring children with you (other than a child I am seeing for treatment) if they are young and need babysitting or supervision, which I cannot provide. I do not have toys, but I can provide reading materials suitable for older children. You will be charged for any damage to, or theft of, property in this office or outside by you or anyone for whom you are legally responsible. I cannot be responsible for any personal property or valuables you bring into this office.

#### **Contact Info**

If you need to contact me between sessions, the best way to do so is by phone at 802-417-2067. SMS (text) messaging or direct email at me@jackjessup.com is second best for quick, administrative issues, such as changing appointment times. I do not take phone calls when I am with a client. You can always leave a message on my confidential voicemail and I will get back to you as soon as I can. Generally, I will return messages daily except on Sundays and holidays. If I don't return your message within 24 hours, please assume that a mechanical problem has occurred and call back. If you have an emergency or crisis, mention this when you are leaving a message. If you have a behavioral or emotional crisis and cannot reach me immediately by

telephone, you or your family members should call one of the following community emergency agencies: Rutland Mental Health crisis line at 802-775-1000, your primary care provider, or Rutland Regional Medical Center emergency room 802-747-3606.

Here is my contact information:

Jack Jessup 1085 US-4 East Suite 2A Rutland, VT 05701 (802) 417-2067 me@jackjessup.com www.jackjessup.com

# **Statement of Principles and Complaint Procedure**

It is my intention to abide by all the rules of the American Psychological Association and by those of the Vermont Board of Professional Regulation. If you are not satisfied with any area of our work, please raise your concerns with me as soon as possible. I will make every effort to hear any complaints you have and to seek resolution. If you believe that I or any therapist have treated you unfairly or have broken a professional rule, please let me know. You can also contact the Vermont Board of Professional Regulation at:

Vermont Board of Professional Regulation 89 Main St, 3rd Floor Montpelier VT 05620-3402 802-828-2390

Staff members there can help clarify your concerns or tell you how to file a complaint.

In my practice as a psychologist, I do not discriminate against clients because of any of these factors: age, sex/gender, sexual orientation, marital or family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by some federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial, ethnic, and cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

Under Vermont State law, the following information regarding the standards and principles of professional conduct by licensed psychologists as well as the procedures for consumers to respond to unprofessional conduct are included in this material. I can also provide you with a copy of the American Psychological Association's Ethical Principles upon request.

#### The Vermont Statutes

Title 26: Professions and Occupations

**Chapter 55: Psychologists** 

# 3016. Unprofessional conduct

Unprofessional conduct means the conduct listed in this section and in 3 V.S.A. § 129a:

- (1) Failing to make available, upon written request of a person using psychological services to succeeding health care professionals or institutions, copies of that person's records in the possession or under the control of the licensee.
- (2) Failing to use a complete title in professional activity.
- (3) Conduct that evidences moral unfitness to practice psychology.
- (4) Engaging in any sexual conduct with a client, or with the immediate family member of a client, with whom the licensee has had a professional relationship within the previous two years.
- (5) Harassing, intimidating, or abusing a client or patient.
- (6) Entering into an additional relationship with a client, supervisee, research participant, or student that might impair the psychologist's objectivity or otherwise interfere with the psychologist's professional obligations.
- (7) Practicing outside or beyond a psychologist's area of training or competence without appropriate supervision.
- (8) In the course of practice, failure to use and exercise that degree of care, skill, and proficiency that is commonly exercised by the ordinary skillful, careful, and prudent psychologist engaged in similar practice under the same or similar conditions, whether or not actual injury to a client or patient has occurred.
- (9) Conduct that violates the "Ethical Principles of Psychologists and Code of Conduct" of the American Psychological Association, effective December 1, 1992, or its successor principles and code.
- (10) Conduct that violates the "ASPPB Code of Conduct-1990" of the Association of State and Provincial Psychology Boards, or its successor code.
- (11) Use of conversion therapy as defined in 18 V.S.A. § 8351 on a client younger than 18 years of age. (Added 1975, No. 228 (Adj. Sess.), § 2; amended 1981, No. 241 (Adj. Sess.), § 1; 1993, No. 98, § 7; 1993, No. 222 (Adj. Sess.), § 3; 1997, No. 145 (Adj.

Sess.),  $\S$  50; 1999, No. 52,  $\S$  26; 1999, No. 133 (Adj. Sess.),  $\S$  24; 2013, No. 27,  $\S$  34; 2015, No. 138 (Adj. Sess.),  $\S$  5.)

# What happens after a disciplinary complaint is filed?

- 1) The complaint is screened. The Office evaluates: (a.) whether the professional activity in question is within OPR's jurisdiction, and (b.) whether the conduct described, if proven, would be actionable as unprofessional conduct.
- 2) When a complaint meets the criteria above, a case is opened and assigned a number. Urgent dangers to the public health, safety, or welfare are flagged for summary proceedings.
- 3) The Office notifies the complainant when a case has been opened or screened. The Office also notifies the subject of the complaint (called the "respondent"), except where there is an investigative reason not to. When appropriate, the Office often sends a copy of the complaint and requests a response.
- 4) An investigative team is assigned. The team includes a case manager, an investigator, a board member or advisor with expertise in the profession, and a prosecuting attorney. The case manager is a complainant's primary point of contact for updates on the status of an investigation.
- 5) The investigator ordinarily contacts the complainant, respondent, and other relevant witnesses. The investigator gathers written documentation, records, and evidence. Depending on the nature and complexity of a case, investigations may take six to nine months to complete.
- 6) Findings are analyzed. The team reviews the investigator's findings and may request additional information or suggest additional avenues of inquiry.
- 7) A charging decision is made. Once the team is satisfied that the issue in question is understood, the prosecuting attorney determines whether to pursue disciplinary action by filing formal charges. Formal disciplinary charges ordinarily take five to ten months to resolve.
- 8) The case is either closed or charged. Where a case is closed without charges, the investigative details and identity of the respondent remain confidential, and a brief report is sent to the complainant, respondent, and relevant board. Where the prosecuting attorney files disciplinary charges, those charges and any subsequent proceedings, findings, and orders are public.
- 9) Charges are adjudicated. Charges may be resolved by an agreement, called a stipulation, or may proceed to a hearing before the relevant board or before an administrative law officer.

10) A sanction may be imposed. The professional disciplinary process focuses on the competence, conduct, and fitness of a licensee to practice. If there is a finding of unprofessional conduct, available sanctions range from a warning, to practice supervision, to remedial coursework, to suspension for a period of time, to permanent revocation of a license. The Office does not have authority to order restitution to an aggrieved complainant. Complainants seeking restitution should consult an attorney, consult the Consumer Protection Division of the Office of the Attorney General, or pursue a claim in small claims court.