

Informed Consent for Therapy Services
COUNSELOR-CLIENT SERVICE AGREEMENT

Welcome to Faithful Counsel. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Counselors also have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions. The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some initial impressions of what your work together might include. At that point, you and your counselor will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own

assessment about whether you feel comfortable working with your counselor. If you have questions about the procedures, your counselor will be happy to discuss them with you, as well as any issues with the therapeutic process whenever they arise. If you begin to have doubts and these cannot be resolved through a discussion with your counselor, we will be happy to provide you with a referral to another mental health professional. Overall, the counselors at Faithful Counsel want to provide you with counseling that encourages your mental health and well being, if at any time you feel this is not the case, we welcome your honesty and feedback.

APPOINTMENTS

Appointments will typically be 50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, we ask that you provide a minimum of 24 hours notice. If you miss a session without canceling, or cancel with less than 24 hour notice, a \$40 no show fee may be incurred (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for canceled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, we will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. If it is determined that there is a pattern of repeated cancellations, you may lose any reserved standing slot and must then schedule from week to week. It is important to arrive on time to your appointments, We typically do not expect you to wait more than 15 minutes and the counselors will not typically wait beyond that time either. After two no shows, you will be required to pay the no show fees prior to being placed back on the schedule. We have the right to discontinue counseling services as a result of your failure to keep your appointments consistently.

PROFESSIONAL FEES (range according to counselor)

The standard fee for the initial intake ranges from \$140-\$200.00 and each subsequent session is between \$104-\$150.00). You are responsible for paying at the time of your session unless prior arrangements have been made. Payments may be made by

credit/debit cards (except American Express), check, cash or via Cash App to \$FaithfulCounsel. Any checks returned to the office are subject to an additional fee of up to \$25.00 to cover the bank fee that is incurred. In addition, you agree to make timely payments, any payments that are late are subject to a late fee of \$5 per month. If an agreement has been made for a discounted rate due to lack of insurance, payments will be due at the time of session and may only be paid by cash or check. If you refuse to pay your debt, Faithful Counsel reserves the right to use an attorney or a collection agency to secure payment and you acknowledge that you will be responsible for any fees related to the collection of your debt (i.e., collection agency and attorney's fees). In addition to weekly appointments, these same fees will be charged on a prorated basis (hourly costs will be broken down) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other services which you may request.

COUNSELING RESOURCES

Faithful Counsel often employs the use of books/printed materials or CD's and DVD's to assist in the counseling process. Most of the time, we are able to lend the recommended resource to you. We ask that whatever resource is borrowed (e.g., books, printed material, CDs, DVDs) be returned upon request or when finished with the "assigned" reading/viewing. You agree to reimburse \$20 per resource for any materials that are lost, damaged, or failed to be returned within one week of the request to return them.

COURT ACTION AND LEGAL FEES

If you anticipate becoming involved in a court case, it is recommended that you discuss this fully with your counselor before you waive your right to confidentiality. If your case requires your counselor's participation, you will be expected to pay for the professional time required even if another party compels the counselor to testify. Clients are strongly discouraged from having counselors subpoenaed or having them provide records for the purpose of litigation. Even though you are responsible for the testimony fee, it does

not mean that your counselor's testimony will be solely in your favor. Counselors can only testify to the facts of the case and, if qualified to do so by the court, their professional opinion. Asking a therapist to provide confidential records or testify can damage the trust built in a counseling relationship with a client, especially if you are still being seen in therapy, it may mean the termination of counseling services, which will be determined on a case-by-case basis. If your counselor is to receive a subpoena, then the attorney or office staff will need to call this office and set up a time for the subpoena to be served during office hours. Counselors will request a minimum of 72 business hours notice of any court appearance so that schedule changes for other clients can be made within a reasonable time frame.

Please note: If a subpoena or notice to meet attorney(s) is received without a minimum of 72 business hours notice, there will be an additional \$175-\$250 express charge.

When it comes to court action, the following fees are in effect:

1. Preparation Time (including submission of records): \$155-\$220/hour
(billable in 15 minute increments)
2. Phone calls: \$155-\$220/hour (billable in 15 minute increments)
3. Depositions: \$175-\$250/hour
4. Time required in Giving Testimony: \$175-\$250/hour
5. Mileage: .56/mile
6. Time Away from office due to Depositions or Testimony: \$220/hour
7. All attorney fees and costs that are incurred by the therapist as a result of the legal action.
8. Filing document with the court: \$100
9. The minimum charge for a court appearance: \$1500

A retainer of \$1500 is due at least 72 business hours before the scheduled court appearance. The remainder of the costs will be billed after the court appearance and will be due upon receipt. If the therapist is subpoenaed and the case is reset with less than 72 business hours notice prior to the beginning of the day of the scheduled subpoena, trial, and/or testimony is not given, then the client will be charged \$350-\$500 (in addition to the original retainer of \$1050-\$1500 for having to appear in court). All fees listed above are doubled if the therapist has priorly been scheduled to be out of town at the time of the court appearance.

INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, Faithful Counsel's billing service will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting us know if/when your coverage changes.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, your counselor will do their best to find another provider who will help you continue your psychotherapy. You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V. Sometimes counselors have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Faithful Counsel has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. You will be provided with a copy of any report submitted, if you request it. By signing this Agreement, you agree that your counselor can provide requested information to your carrier if you plan to pay with insurance. In addition, if you plan to use your insurance, authorization from the insurance company may be required

before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with your counselor until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless prohibited by insurance provider contract.

Attn: Medicaid Clients: Medicaid requires that all behavioral health services be provided by an HSPP or an MD. Other qualified mental health professionals are required to provide these services under the supervision of a doctor with one of these two credentials. Therefore, it's important that you understand that your treatment and progress will be reviewed by Dr. Wright, if you are not counseling with her directly.

PLEASE NOTE: Faithful Counsel does **not** submit claims for secondary insurance carriers, unless your primary carrier is Medicare, in which case, Medicare crosses over the primary claim automatically to your secondary carrier. If Faithful Counsel is not a participating provider for your insurance plan, Faithful Counsel will still attempt to submit a claim to your insurance company as a courtesy, to collect payment. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, your counselor will do their best to provide a referral to a colleague.

PROFESSIONAL RECORDS

Faithful Counsel is required to keep appropriate records of the psychological services that are provided. Your records are maintained in a secure location in the office. Brief records noting that you were here, your reasons for seeking therapy, the goals and progress set for treatment, your diagnosis, topics discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If your counselor refuses your request for access to your records, you have a right to have the decision reviewed by another mental health professional, which will be discussed with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. A minimum of \$20 will be applied for labor costs for copies of medical records, thereafter a per page fee is applied according to the Indiana guidelines for the standard medical record fees.

CONFIDENTIALITY

Policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

CONTACTING ME

Counselors are often not immediately available by telephone. We do not answer phone calls when we are with clients or otherwise unavailable. At these times, you may leave a message on your counselor's voicemail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. Note that your voicemail message *may not be* securely confidential, so please keep this in mind regarding the nature of the voicemail that you leave. If, for any number of unseen reasons, you do not hear back from your counselor, or if your counselor is unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, go to your



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Telehealth Services

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Fax: 219-627-1887

nearest emergency room or call 911 and speak to a mental health worker on call. Your counselor will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional providing coverage.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, please talk to your counselor so that they may respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request a referral to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of therapy and about the counselors' specific training and experience. You have the right to expect that counselors will not have social or sexual relationships with clients or with former clients.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Signature of Patient or Personal Representative (if client is a minor)

Printed Name of Patient or Personal Representative

Printed Name of Minor Client (if applicable)

Description of Personal Representative's Authority (relationship to patient):

_____ (e.g., mother, father, legal guardian)

Date _____

CONSENT FOR ELECTRONIC COMMUNICATION

I choose to enjoy the convenience of electronic communication (email, eFax, fax, text, internet instant messaging, etc.) with this office and understand that, as with any form of communication (including print and telephone communication), there is a risk of interception by third parties.

- a. I understand electronic correspondence transmitted or received on a Mental Health Provider's computer or a computer (or cell phone, tablet or other device) used by others may not preserve confidentiality and doctor-patient privilege.
- b. I understand Indiana law governs confidentiality and doctor-patient privilege, which may not exist in countries other than the United States.
- c. I will be responsible for providing a secure email address. I have been advised that G-Mail and other free email services often have provisions in their user agreements that may be construed to allow non-confidential communication.
- d. I understand that encrypted email and Internet instant messenger services are available (see, for example, www.hushmail.com), and that my decision to use unencrypted email with this doctor's office is made with the knowledge that a more secure alternative is available.
- e. I understand this office intends that all communication with one another is confidential, between the client and us under Indiana law no matter where it takes place.

(E-mail and other electronic communications are not a secure way to communicate or transmit information or records. This office uses e-mail to communicate with our clients only about administrative or billing matters, such as setting or changing appointments or addressing payment issues. If you provide an email address, you will also receive billing statements via email vs. paper. Similarly, the client agrees to use e-mail to communicate with the doctor or therapists only about administrative or billing matters. If, despite the above, the client uses e-mail to transmit non-administrative information or records (i.e., information or records pertaining to the issues in the client's case) to this office, the client does so at his/her own risk and understands that the transmission of such information and/or records by e-mail is not secure and may result in unauthorized persons viewing or obtaining this information and/or records.

I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please call to schedule an appointment or wait so we can discuss it during your therapy session. The face-to-face communication simply is much more secured as a mode of communication.

Signature

Date

Informed Consent for Telehealth Services

Definition of Telehealth: Telehealth involves the use of electronic communications Faithful Counsel clinicians use to connect with individuals using live interactive video and audio communications. Telehealth includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

I understand that I have the rights with respect to telehealth:

1. The laws that protect the confidentiality of my personal information that I have already signed also apply to telehealth. A copy of our Therapeutic Informed Consent and office policies can be provided.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. Doxy.me utilizes secure, encrypted HIPAA compliant audio/video transmission software to deliver telehealth.
4. Faithful Counsel clinicians follow the State of Indiana COMAR Regulations for tele-health: 10.32.05 as well as their respective board regulations (BOPC/ACA or BSWE/NASW) and ethics. They have also received training to provide tele-health services.
5. By signing this document, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in my immediate area.

Payment for Telehealth Services:

Faithful Counsel will bill insurance for telehealth services when these services have been determined to be covered by an individual's insurance plan. The standard copay and/or deductibles would apply. In the event that insurance does not cover telehealth, you may wish to pay out-of-pocket, or when there is no insurance coverage. We can provide you with a statement of service to submit to your insurance company.



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Informed Consent for Telehealth Services Cont.

Patient Consent to the Use of Telehealth:

I have read and understand the information provided above regarding telehealth, have discussed it with my counselor, and all of my questions have been answered to my satisfaction. I have read this document carefully and understand the risks and benefits related to the use of telehealth services and have had my questions regarding the procedure explained.

I hereby give my informed consent to participate in the use of telehealth services for treatment under the terms described herein. By my signature below, I hereby state that I have read, understood, and agree to the terms of this document.

Print Name _____

Client's Signature _____ Date _____