

**KEEP MOVING»»FORWARD**  
COUNSELING & CONSULTING LLC

515 Windsor Park Drive  
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937-723-9881

**Informed Consent**

**GENERAL INFORMATION**

Welcome. Thank you for choosing Keep Moving Forward Counseling and Consulting LLC. Counseling is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a person in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights of which you should be aware. Your therapist also has corresponding responsibilities to you. These rights and responsibilities are described in the following sections as well as in the Notice of Privacy Practices which should be reviewed carefully.

This document provides information mandated by the code of professional counseling ethics and the state of Ohio, summarizing 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. If you have other questions or concerns, please ask and discuss with your therapist in order that we can provide you with the information you need.

**BENEFITS AND RISKS OF COUNSELING**

There are many potential benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, cope with loss, improve communication, learn to manage anger, learn to live in the present and many other advantages. As it can be an intensely personal process, counseling can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will work for you. Individuals can sometimes make improvements only to go backwards after a time. Progress may happen slowly and requires an active effort on your part. In order to be most successful your counselor will work with you to create an individualized plan to help you meet your goals. To enhance your positive counseling experience, you may be asked to work on things we discuss while outside of sessions.

**THE THERAPEUTIC PROCESS**

The outcome of your treatment depends largely on your willingness to engage and participate 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, and a host of other feelings and experiences.. Your therapist will do their very best to support and understand you in order to help you identify barriers and obstacles to your goals. It is the role of the counselor to help you arrive at decisions to help you reach your goal. As the person receiving counseling, it is up to you to decide how and where to go in your counseling journey.

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## **APPOINTMENTS & CANCELLATIONS**

Appointments are typically 55-60 minutes in duration, once per week, although some sessions may be longer or shorter, or more or less frequent as needed. Relationship Counseling for example may be 90 minutes. The initial session may take more than an hour for assessment purposes, but no longer than 90 minutes. The time scheduled for your appointment is assigned to you and you alone. You are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. If you need to cancel or reschedule a session, we ask that you provide 24 hours' notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be required to pay for the session. A late fee or No-Show will result in a fee at the discretion of your therapist. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the cancellation fee. If you miss more than two consecutive appointments without prior notification or less than 24 hours-notice, a discussion with your therapist regarding the continued benefit of counseling or continuing the counseling relationship may need to occur. Three missed or cancelled appointments within a relatively short period of time may result in discontinuation of the counseling relationship and a referral to another provider.

**CONFIDENTIALITY** The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized in our NOTICE OF PRIVACY PRACTICES.

## **CONFIDENTIALITY WITH OTHER HEALTHCARE PROVIDERS**

Occasionally your therapist may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

As your therapist 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.

## **CONFIDENTIALITY & TECHNOLOGY**

Some electronic communications, telephone and internet, (including email), may not be secure methods of communication, and there is some risk that one's confidentiality could be compromised with their use. Our office does use HIPAA compliant methods of communication, including the option to use of HIPAA compliant Telehealth technology and secure messaging through the Client Portal. If you would prefer to not be contacted by any these methods, please inform your counselor and your request will be honored. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should you have concerns about the safety of your email, your counselor can refrain from this form of communication.

## **RECORDING OF SESSIONS**

Absolutely no recording of sessions, either by audio or visual means, is permitted by the therapist or client without the express written permission of both parties. Your therapist will never record your sessions without your express written authorization. Reasons for recording sessions may include: the use of recording for the benefit of insight oriented therapies for the benefit of the client, for counselor supervision purposes, or for the use of collaboration and treatment of the client with other healthcare providers. If it is determined that a client is recording sessions without the express written permission of

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the therapist, at the therapist's discretion, treatment will be terminated and a referral to another treatment provider will be offered the client. A separate authorization is required prior to the initiation of any recording of sessions.

### **CONFIDENTIALITY AND MINORS**

Confidentiality of protected health information is the same as it is for adults with one important difference. If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

### **SOCIAL MEDIA**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, therapists do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also violate your provider's governing board of ethics called Dual Role Relationships. If you have questions about this, please bring them up when you meet with your therapist for further discussion.

### **CONTACTING YOUR THERAPIST**

If you need to contact your therapist between sessions, please leave a message on their voice mail If your therapist is not immediately available or reach out through a secure message on the Client Portal. Our policy will attempt to return messages or calls within 24 hours or within the next business day. Please note that face- to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

### **RECORD KEEPING**

Your counselor will keep records of your counseling sessions, treatment plan, and goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in NOTICE OF PRIVACY PRACTICES.

### **PROFESSIONAL FEES**

You are responsible for paying for services at the time of your session unless prior arrangements have been made. Any insurance co-pays or deductibles are due at the time of the session. While your counselor will make every attempt to determine your co-pay and deductible before your session, this information may not always be available at the time of your first session. It is highly recommended that you check with your insurance company prior to your first session to determine your benefits. If your co-pay or deductible is not known at the time of the first session, you may be responsible for the entirety of the fee at that time. Any overpayment of co-pays or deductibles will be credited to future sessions or refunded. PLEASE see our FEE SCHEDULE AND CREDIT CARD POLICY for more detailed information about fees.

If you anticipate becoming involved in a court case, we recommend that you discuss this fully with your counselor or therapist before you waive your right to confidentiality. If your case requires the counselor's participation, you will be expected to pay for the professional time required. See FEE SCHEDULE AND CREDIT CARD POLICY for more detailed information.

Fees are non-negotiable. Fees are subject to change at the discretion of Keep Moving Forward Counseling & Consulting LLC. Please see Fee Schedule for specific rates and more about our credit card policy.

## **CREDIT CARD AND PAYMENT POLICY**

It is our policy that we ask that you provide a credit or debit card to your provider that you intend to use for payment of any client cost-sharing responsibility for services not covered by your insurance, (similar to hotel and rental car policies) This should be done before or during your first visit. We will work with your health plan to determine your payment amount for your sessions. We will email you an invoice for any services for which you are responsible. We will then process the payment for you automatically and email you your receipt. Payment can be made by check or cash however we do ask that you leave a credit or debit card on file. Refusal to pay your debt may result in a cessation of services and/or the use of an attorney or collection agency to secure payment. If your balance exceeds \$300.00 we will need to ask that you pay for services when rendered. After 60 days any unpaid balance may be charged \$20 late fee that accrues every month by an additional \$20 until the balance is paid in full. In addition, in the event that an account is overdue and turned over to our collection agency, the client or responsible party will be held responsible for any collection fee charged to the practice to collect the debt owed. A \$20 fee is also charged for any returned checks.

## **INSURANCE**

Most health insurance policies provide some coverage for mental health treatment. With your permission, we 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 your therapist know if/when your coverage changes. You should also be aware that most insurance companies require you to authorize your therapist to provide them with a clinical diagnosis. There may be times when additional clinical information or records are requested by your insurance company. By signing this agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

It is your responsibility at or before your first appointment, to provide a copy of your insurance card to your provider. If you have more than one insurance, please make that know to your provider prior to your appointment.

If you plan to use your insurance, authorization from the insurance company may be required before they will cover counseling 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 to be covered by the client (commonly referred to as a co-pay). 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.

If your therapist is not a participating provider for your insurance plan, we can either send a claim to your insurance as an "Out-of-Network Provider", which may result in a higher out of pocket cost than an in-network provider, or supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we can refer you to another provider in the area that accepts your insurance.

Every effort is made by Keep Moving Forward Counseling to ensure claims are paid in accordance with your insurance. Please note that if we believe your insurance is inappropriately denying or rejecting a claim, we will make all efforts to provide the necessary information to your insurance to rectify this. However, if we are unsuccessful in our efforts to do this, we will ask you to take this up with your insurance provider and you will be responsible for any unpaid balance to your account following the rejection or denial of a claim. If your insurance company denies payment or does not cover counseling, it will be the client's responsibility for the remaining outstanding balance.

## **EMERGENCY CONTACT**

As a matter of policy, your counselor will request emergency contacts from you, such as a phone number and location of a family member. Your counselor may also request alternative methods for contacting you such as a mobile phone, or a work number. These emergency contacts may be used if the counselor perceives an urgent or emergent need to do so, particularly if to your safety or the potential safety of others is in question. Please see our NOTICE OF PRIVACY PRACTICES regarding limitations of confidentiality.

## **WORK AGREEMENT AND TERMINATION OF SERVICES.**

It is agreed that you shall engage in the counseling process as an important priority in your life. The counseling process can be very personal and meaningful and it is expected that services will end when treatment goals have been met. It is between you and your counselor how this process will end and every attempt will be made to make this transition a smooth one, which may include referrals for other services. At times, difficulties may arise in the counseling process. Any impasse in treatment should be discussed with your counselor in session. A consultation with the owner of Keep Moving Forward Counseling with the therapist providing services or the client can also be arranged to discuss any treatment difficulties. If a resolution cannot be arranged regarding treatment difficulties, referrals to another provider can be arranged. While termination of services are ideally recognized with the attainment of all treatment goals, treatment termination can also occur under the following situations, including lack of progress in treatment, abusive behavior toward the counselor/therapist, disagreements as to the direction of treatment, or a pattern of behavior showing disinterest or a lack of commitment to the counseling process. These and other scenarios may result in suspension, termination, or referral of services with a different provider. Any such actions shall be discussed between counselor and client, and when necessary the practice owner, prior to any action being taken. This will also be documented in the treatment record.

Should the client fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, the therapeutic relationship with your therapist may be considered discontinued and you will be notified in writing by your therapist of this.

**CONSENT FOR TREATMENT**

In signing this form, the client understands and agrees to Keep Moving Forward Counseling and Consulting LLC

- Informed Consent for Psychotherapy
- Privacy Policy
- Fee Schedule and Credit Card Policy
- The client consents to honor this agreement, including the responsibility for both client and counselor to commit to negotiate any differences that may arise during the counseling process, and that both client and counselor will respect one another’s views and differences in their outworking.

Client Name (print) \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Client Name (print) \_\_\_\_\_

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Provider Signature \_\_\_\_\_

Date \_\_\_\_\_

**Consent for Treatment of Minors**

“I/we consent that \_\_\_\_\_ may be treated as a client of Brent Bernard M.Ed. LPCC - S. & Keep Moving Forward Counseling & Consulting LLC

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_