

KEEP MOVING»»FORWARD
COUNSELING & CONSULTING LLC

515 Windsor Park Drive
Dayton, Ohio 45459-4112
937-723-9881

Informed Consent

About Our Services / Client Counselor Service Agreement

Welcome. Thank you for choosing Keep Moving Forward Counseling and Consulting LLC. There are many potential benefits from receiving counseling, including improved personal satisfaction and functioning, healthier relationships, improvements in mood and thinking, and achievement of personal goals. The process of counseling can be a difficult journey for many. At times, some persons report feeling increased discomfort after a counseling session. This can be a normal part of the counseling process. It is important to understand that personal healing and growth can be difficult, and some emotional discomfort may be expected over the course of counseling process. Your counselor will do their best to help you work through these challenges.

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 Client's Rights handout.

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.

Goals of Counseling

There can be many goals for the counseling relationship. Some of these will be long term goals such as improving the quality of your life, or adding meaning and purpose to your daily routine to improve your overall mental and physical well-being. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending drug use. Whatever the goals for counseling, they will be explored by collaboratively working with you according to

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what want to achieve. 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.

Benefits/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.

Appointments

Appointments are typically 60 minutes in duration, once per week, although some sessions may be longer or shorter, or more or less frequent as needed. The initial session may be 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. 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.

CONFIDENTIALITY

Confidentiality & Emergency Situations

All communications and records with your counselor are held in the strictest of confidence. Every effort will be made to keep your personal information private. Information may be released about your services, in accordance with Ohio state law, when (1) you sign a written release indicating consent to release to another party, such as a family member, doctor, or other professional; (2) you express serious intent to harm yourself or someone else; (3) there is reasonable suspicion of abuse or neglect against a minor, elderly person, or dependent adult; (4) to acquire payment for services or for billing purposes; (5) a subpoena or court order is received directing the disclosure of information. In cases where a court order is received, your counselor will consult with other professionals and limit the release to only what is necessary by law. In addition, your counselor may consult with another professional counselor in order to give you the best service. In the event

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that your counselor consults with another counselor, no personal identifiable information such as your name would be released. For billing purposes, your diagnosis and dates of service will also be shared with any insurance company you wish me to bill in order to process your claims.

Confidentiality and Technology

Electronic communications, telephone and internet, (including email), are not secure methods of communication, and there is some risk that one’s confidentiality could be compromised with their use. If you would prefer to not be contacted by any these methods, please inform your counselor and your request will be honored. At this time, communication via Skype or other over the internet video communication is not utilized in this practice. 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.

Record Keeping

Your counselor may 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 the Confidentiality section. Should you wish to have your records released, you are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically or in a paper file and stored in a locked cabinet in the counselor’s office in accordance with HIPAA guidelines. You have the right to inspect and obtain a copy of your information contained in our medical records. To request access to your billing or health information, please discuss this with the therapist. Under limited circumstances you may be denied your request to inspect and copy. If you ask for a copy of any information, you may be charged a reasonable fee for the costs of copying, mailing and supplies.

Clinical records, psychotherapy notes and other disclosures require a separate signed release of information. You have a right to or will receive notification of a breach of any unsecured personal health information. You have a right to restrict any disclosure of personal health information where you have paid for services out-of-pocket and in full.

I HAVE READ AND UNDERSTAND THE CONFIDENTIALITY GUIDELINES

Signature _____

Date _____

FEES AND INSURANCE

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.

We ask that you leave a credit or debit card for your account before or during your first visit. We will work with your health plan to determine your payment amount for your sessions. Before your card is charged, 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 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.

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.

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.

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. 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 supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that
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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.

If your insurance company denies payment or does not cover counseling, we request that you pay the balance due at that time. 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 1.5% interest a month (18% APR). 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. We ask that every client authorize payment of medical benefits directly to **Keep Moving Forward Counseling & Consulting LLC**

If you need to cancel or reschedule an appointment, please give 24 business hours' advance notice, otherwise you will be billed at the missed or cancelled appointment rate. We sincerely appreciate your cooperation and at any time you have any questions regarding insurance, fees, balances or payments please feel free to ask.

I have read and understand the Fees and Insurance section and have received a copy of the fee schedule and credit card policy.

Signature _____ **Date** _____

Client Follow Up & Contact

Your counselor may use email addresses or make repeated attempts to periodically check in with you if you have ended therapy suddenly. Your counselor may also use email addresses to send newsletters with valuable therapeutic information such as tips for good mental health, depression and stress relief, or relaxation techniques. If you would like to receive any correspondence through email, or opt out of receiving any emails, please let your counselor know.

Emergency Contacts

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.

Work Agreement

It is agreed that you shall engage in the counseling process as an important priority in your life. Suspension, termination, or referral of services shall be discussed between counselor and client for a pattern of behavior showing disinterest, lack of commitment, lack of progress, or any unresolved, conflict or impasse between counselor and client.

I have read and received a copy of the HIPAA Privacy Practices and Client Rights documents.

Signature(s): _____ Date: _____

Printed Name _____

Consent for Treatment

The counselor and client have read and fully understand and agree to honor this agreement, including the commitment to negotiate any differences that may arise during the counseling process, and will respect one another's views and differences in their outworking. We have also agreed to an initial definition of work and to the fee to be paid by the client.

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 _____