

## Avenues of Counseling & Mediation, LLC Consent for Treatment & Professional Services Agreement

### Relationship

The effectiveness of psychotherapy depends on the efforts of the client as well as the practitioner. It is up to the client to make their best effort to comply with the overall treatment plan and any homework. The client is entering into a therapeutic relationship with a licensed professional. The Clinician may recommend that the client complete other forms of treatment i.e. psychological testing, psychiatric evaluation, or clinical homework. It is understood the client is integral for the outcome of treatment, and that results may vary based on adherence to such recommendations in sessions. The client further understands that Avenues of Counseling & Mediation, LLC (AVC) is making no guarantees about the outcome of treatment. In specific circumstances, a Clinician may offer a client a Teletherapy session. A Teletherapy session may in certain circumstances be defined as the use of a HIPAA Compliant platform to video conference or a phone session. AVC advises you to discuss the option of teletherapy with your Clinician and the parameters of this type of session.

### Confidentiality Policy

Conversations the client has with the Clinician will almost always be confidential except in those circumstances in which failure to do so would violate other laws or result in clear and present danger to the client or to others. A licensed mental health professional, by law, must report actual or suspected child abuse or neglect or elder abuse to the appropriate authorities. The licensed Clinician has the legal responsibility to protect anyone that may be threatened with violence, harmful or dangerous actions (including those to the client) and may break confidentiality if such a situation arises. The mental health professional will make reasonable efforts to resolve these situations before breaking confidentiality. In addition, a Clinician will maintain professional boundaries with regards to social media (e.g. Facebook, text messaging etc.). Communication, correspondence and/or referencing through a social media source is discouraged due to confidentiality. All Clinicians who are not Independently Licensed (LPC or LSW) are under clinical supervision & he/she may share information from the client session with their clinical supervisor to ensure you are receiving best possible care. Clients are not permitted to record or video sessions. AVC creates a safe space for each client's sessions.

### Appointments for Minors

At the first appointment for a minor, at least one biological parent or legal guardian must be present and bring a photo ID. The parent or legal guardian hereby grants permission to AVC and the assigned Licensed Mental Health Professional (Clinician) to render the service or treatment necessary to the mentioned minor client. The service or treatment is to include care essential for the client's condition. All treatment or any changes in treatment will be discussed with said parent/guardian, with the client's confidentiality upheld. The parent and/or legal guardian agrees that reimbursement of any financial responsibility from the other parent will be the signing parent or legal guardian's responsibility and will not involve AVC. A parent/legal guardian must remain present for the entire appointment for a child under 12 years of age. Parents must send a check/cash or have a credit card on file or pay the copay via Breeze prior to the appointment or the appointment will be cancelled.

**PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND AVC APPOINTMENTS FOR MINORS**

### Cancellation Policy

Regular attendance will provide the maximum benefits, but the client is free to discontinue treatment at any time. The client must notify the Clinician at least 24 hours in advance if unable to attend a session. Otherwise, the client will be charged \$100.00, which will not be reimbursed by their insurance company. The client must call Avenues of Counseling & Mediation, LLC, 24 hours/7 days a week, and leave a message to cancel an appointment. In the event the client receives a text message reminder, the client understands they CANNOT respond or cancel an appointment via text. After three no show appointments or less than 24 hour cancellations, AVC may refer the client to different providers.

**PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND AVC CANCELLATION POLICY.**

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## Financial Responsibilities

The client or minor client's signing parent or legal guardian is financially responsible for the cost of the psychological services or any portion of the fees not covered or reimbursed by their health insurance. If mental health care is covered under the terms and conditions of the client's managed health care program in which the Clinician is contracted, the client's financial responsibility may be limited to the terms of the contract. Failure to pay these bills may result in collection procedures (including court proceedings) being taken against the client or minor client's signing parent or legal guardian by AVC or a collection agency contracted by the same to collect these bills. It is necessary for the client to pay co-pays and coinsurance at the time of the visit, including balances. Otherwise the appointment will be canceled. If the client is unable to pay the co-pay at the time of the scheduled visit, please reschedule more than 24 hours in advance to avoid a cancellation fee or contact the billing department to inquire about a payment plan. The client or minor client's signing parents or legal guardian must pay balances in FULL within 10 days of receiving a statement or set up a payment plan via the Breeze Patient Portal including a credit card to be charged at a scheduled interval of the client's choice with a minimum of \$50.00 payment per month. The adult bringing the minor to the appointment will pay the copay or deductible expenses at the time of the visit. The client or minor client's signing parent or legal guardian is responsible for fees incurred due to the use of a collection agency, the filing of a subpoena or court related matter once there is court involvement including the Clinician's professional time and/or representation by an attorney. *AVC requires that all new patients save a credit card, debit card or HSA card on file before their first appointment can be scheduled. The client authorizes AVC to store & use the client's card to satisfy unpaid copays or outstanding balances due to coinsurance, deductibles, insurance denials, services not covered by insurance, missed appointment or late cancel fees, and any other fees outlined in this agreement. For copays, the client's card saved on file will be charged by AVC 24 hours or more after the appointment time if the client has not yet paid the copay by other means. For all other outstanding balances the client's card saved on file will be charged by AVC once the outstanding balance is 30 days past due.* AVC will also use the card saved on file to process any refunds that may be owed to the client due to overpayment. Client may request a receipt from AVC for any charges or refunds processed to their card. It is the client's responsibility to notify AVC if they would like to change or update the card saved on file. AVC will follow best practices to protect and keep client payment information secure and confidential. Card information is tokenized and saved on a remote server, the card number is not visible to AVC staff or clinicians.

**PLEASE INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND AVC FINANCIAL RESPONSIBILITIES**

## Fees

Fees may be billed for extra services including treatment or case summaries and reports, court related proceedings, and phone calls lasting more than 10 minutes (including coordination of care with other professionals and phone calls to clients directly). **INSURANCE DOES NOT PAY FOR EXTRA TIME SPENT OUTSIDE OF SESSIONS. AN HOURLY FEE WILL BE PRORATED BASED UPON THE SERVICES RENDERED.** The Clinician decides codes based on the content of the session. The Psychotherapist fee (LISW, LPCC) is \$145.00 for an Assessment/\$135.00 for a follow up. The Psychologist fee for an Assessment is \$170.00/\$160.00 for a follow up. The Fee for group sessions is \$65.00. If you, a personal representative or an organization request a summary of care, we can do so with the client's written consent. A Records Search/Forms fee applies. It is the client's responsibility to pay for extra services, prior to reports or copies being delivered. Though the privacy rule does afford patients the right to access and inspect their health records, psychotherapy notes are treated differently. The Clinician will determine the release of the psychotherapy notes.

## Court Related Fees

We are not forensic psychologists and therefore, do not conduct evaluations for the court system. If the client becomes involved in legal proceedings that require our participation due to a court-ordered subpoena, the client will be expected to pay for all of the provider's professional time, including preparation and transportation costs, even if called to testify by another party. Because of the significant time and energy associated with legal involvement, AVC charges \$350 per hour for preparation, travel and attendance at any legal proceedings.

## Teletherapy

The fees for teletherapy are the same as in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If the client's insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions; the client will be solely responsible for the entire fee of the session. It is the client's responsibility to contact their insurance company prior to engaging in teletherapy sessions in order to determine whether these sessions will be covered.

## Telemental Health

I hereby consent to participate in telemental health as part of my treatment. I understand that telemental health is the practice of delivering clinical mental health care services via technology assisted media or other electronic means between a practitioner and a client who are located in two different locations.

I understand the following with respect to telemental health:

1. I understand that I have the right to withdraw consent at any time without affecting my right to future care or services.
2. I understand that there are risks, benefits, and consequences associated with telemental health, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
3. I understand that there will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
4. I understand it is important to be in a quiet, private space that is free of distractions during the session.
5. It is important to be on time. If you need to cancel or change your appointment, you must notify the office in advance.
6. I understand that the privacy laws that protect the confidentiality of my protected health information (PHI) also apply to telemental health unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; I raise mental/emotional health as an issue in a legal proceeding).
7. I understand that if I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telemental health services are not appropriate and a higher level of care is required.
8. I understand that during a telemental health session, we could encounter technical difficulties resulting in service interruptions. If this occurs, end and restart the session. If we are unable to reconnect within ten minutes, please call me at 330-723-7977 to discuss since we may have to reschedule.

In the event of an emergency, the office needs a contact person who your therapist may contact on your behalf in a life-threatening emergency only. This person will only be contacted to go to your location or take you to the hospital in the event of an emergency.

Emergency Contact Information - See Below

**EMERGENCY CONTACT NAME:**

**EMERGENCY CONTACT ADDRESS:**

**EMERGENCY CONTACT PHONE:**

## Groups

A client's participation in group sessions is voluntary, meaning the client may choose whether or not to share personal information with the group at their discretion. Due to the sensitive nature of issues discussed by the group, it is strongly urged that the confidentiality of the group members not be violated. Although all group members are encouraged to maintain confidentiality, AVC cannot guarantee that group members will abide by this. If a breach of confidentiality does occur, the member(s) involved should report the violation to the group clinician and other group members at the next session. *A breach of confidentiality could be grounds for dismissal from the group.* The group leader reserves the right to terminate an attendee's participation. If 2 or more sessions are missed (excused or unexcused), the group leader reserves the right to terminate an attendee's participation.

## Patient Portal & Electronic Communications

AVC asks that the client create a Breeze Patient Portal account at [web.gobreeze.com](http://web.gobreeze.com) to view balances and statements, request appointments, update demographic & insurance information, & communicate electronically with AVC staff & Clinicians. The client grants permission to AVC to record the email, \_\_\_\_\_, which will be used to create a Patient Portal account. The client can send electronic communications via Breeze Patient Portal messaging, which is AVC's preferred method of electronic communication. The client needs to be aware that when a message is sent via this patient portal, the message becomes part of the client's electronic health record. The administrative office staff screens & sorts messages sent through the portal; billing questions, scheduling or clinical messages are directed to the appropriate person. Patient Portal messages are NOT monitored 24 hours a day and therefore should NOT be used for urgent messages. Other forms of electronic communication such as email or text messaging should be limited to scheduling purposes and the client understands that AVC cannot guarantee the confidentiality of any information communicated by email or text. When AVC sends the client an email, or the client sends AVC an email, the information that is sent is not encrypted. This means a third party may be able to access the information and read it since it is transmitted over the internet. \*\*Initial \_\_\_\_\_ to receive Monthly Newsletters, re: additional services, groups, & practice happenings via email

**PLEASE ENTER EMAIL ADDRESS HERE.**

**INITIAL HERE TO RECEIVE MONTHLY NEWSLETTERS, RE: ADDITIONAL SERVICES, GROUPS, & PRACTICE HAPPENINGS VIA EMAIL.**

## **Academic & Psychological Services and Testing**

Insurance will often NOT cover academic services and academic/psychological testing. Services administered will be subject to payment at the time services are rendered. It is the client's responsibility to contact their insurance company to verify coverage and obtain pre-authorization for testing. The client is responsible for making sure an authorization is in place PRIOR to the services being rendered, or they will be liable for the charges involved. Insurances may reimburse for portions of the testing, however AVC provides complete treatment according to the best Best Practices.

## **Employee Assistance Program**

If the client is utilizing an EAP (Employee Assistance Program), an Authorization is required prior to the first session and the client is responsible for ensuring AVC has received the Authorization. If no Authorization is present at time of service, the client's commercial insurance will be billed or the visit will be charged at the listed fees.

## **Public Health Risks**

By coming to the AVC, the client is assuming the risk of exposure to the coronavirus or other public health risks. AVC is committed to making every effort to keep everyone safe, so if the client shows up for an appointment with symptoms, or the client believes they have been exposed to the virus, the client's appointment will be rescheduled. The client should cancel their appointment if any symptoms arise even if less than 24 hours, the client will not be charged a cancellation fee. The client may follow up with their clinician for services by telehealth as appropriate.

## **Termination Policy**

If AVC does not hear from the client in 60 days, AVC will consider your file to be closed, with the understanding that you have the option to reopen your file at any time in the future if needed.

## **Client Rights**

1.)Select a professional counselor that meets my needs. 2.)Receive specific information about my counselor's qualifications, including education, experience, national counseling certifications, and state licensure. 3.)Obtain a copy of the code(s) of ethics my counselor must follow from; [www.cswmft.ohio.gov](http://www.cswmft.ohio.gov) (<http://www.cswmft.ohio.gov>)v4.)Receive a copy of this Consent/Professional Services Agreement. 5.)Understand my counselor's areas of expertise and scope of practice (e.g. career development, adolescents, couples, etc.) 6.)Ask questions about confidentiality and its limits as specified in state laws and professional ethical codes. 7.)Receive information about emergency procedures (e.g. how to contact my counselor in the event of a crisis). 8.)Ask questions about counseling techniques and strategies, including potential risks and benefits. 9.)Establish goals and evaluate progress with my counselor. 10.)Request additional opinions from other mental health professionals.11.)Understand the implications of a diagnosis and the intended use of psychological reports. 12.)Obtain copies of records and reports when appropriate. 13.)Terminate the counseling relationship at any time. 14.)Share any concerns or complaints I may have regarding a professional counselor's conduct with the appropriate professional counseling organization or licensure board.

## **Grievance Procedure**

Clients, parents or legal guardians may contact the State of Ohio Counselor, Social Worker & Marriage and Family Therapist Board or the Ohio State Board of Psychology. to file a complaint.

## **Client Responsibilities**

1.)Adhere to established schedules. If I must miss an appointment, contact the practice as soon as possible. 2.)Pay my bill in accordance with the Payment Policy. 3.)Follow agreed-upon goals and strategies established in sessions. 4.)Inform my professional counselor of my progress and challenges in meeting my goals. 5.)Participate fully in each session to help maximize a positive outcome. 6.)Inform my counselor if I am receiving mental health services from another professional. 7.)Consider appropriate referrals from my counselor. 8.)Avoid placing my counselor in ethical dilemmas, such as requesting to become involved in social interactions or to barter for services.

## **Assignment & Release**

I hereby assign my insurance benefits to be paid directly to Avenues of Counseling & Mediation, LLC. I am financially responsible for non-covered services and deductibles. I also authorize Avenues of Counseling & Mediation, LLC to release any information inclusive of the diagnosis and treatment plan records, requested by my insurance company, third party administrator or organization necessary in the submission, processing and approval of claims. My signature below indicates that I have agreed to all the above terms of this consent for treatment/professional services. In the event that my insurance company fails to observe Ohio prompt payment standards or otherwise fails to adhere to appropriate business standards, I grant permission to share information related to my insurance with the Ohio Department of Insurance.

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**CLIENT/PARENT/GUARDIAN OR REPRESENTATIVE SIGNATURE**

This constitutes as a signature

**ADDITIONAL ADULT PARTY SIGNATURE**

This constitutes as a signature

**PLEASE PRINT NAMES CLEARLY**