



INFORMED CONSENT FOR COUNSELING SERVICES

Welcome to my counseling practice! This document contains important information about my professional services and business practices. Please read it carefully and write down any questions you might have so that we can discuss them. Your signature acknowledging that you have received and reviewed this document will represent an agreement that you abide by these terms during our professional relationship.

Psychotherapy Services

Therapy is a partnership between you and your counselor to find new ways of handling problems of daily living. It is not like a typical medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will be asked to work on things we talk about both during sessions and outside of the office. Psychotherapy involves a commitment of time, money, and energy, so it is important to ensure that you and your provider are a good fit. Psychotherapy also can have benefits and risks. Since it involves addressing difficulties in life, you may experience uncomfortable feelings. However, therapy has also shown to be effective in treating various mental health problems; particularly if you are able to form a strong working relationship with your counselor. Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of distress, and improved occupational and educational functioning. There are no guarantees about what you will experience but your counselor will work with you as best as he can to provide a positive experience.

Therapy sessions are usually scheduled as a series of appointments, usually on a weekly or every-other week basis. It will be important for you come on time so you receive the benefit of a full-length session. If you are late to your appointment, it is likely that your session will be completed at the time it was scheduled to end. I will make every effort to stay on time with appointments. However, there are rare occasions when emergencies arise with other clients during the day that can impact my schedule.

Our first session will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and we will create a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you choose to use your insurance to pay for your services, a treating diagnosis will be submitted with your insurance claims. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Psychosocial Assessment & Evaluation



The psychosocial assessment and evaluation process varies from person to person based on his or her needs. Some common areas of psychosocial assessment include: mental health history, alcohol and drug use history, emotional functioning and distress tolerance, health history, family background, legal issues, trauma history, and personality functioning.

Professional Records

The laws and standards of the profession of counseling require that treatment records are kept for a period of 7 years after the completion of treatment. You are entitled to receive a copy of the records, with a written request, unless the law allows me to withhold them because I believe that seeing them would be emotionally damaging, in which case I would be happy to send them to a counselor or mental health professional of your choice. Because these are professional records, they can be misinterpreted or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. Treatment records will be provided to other professionals to coordinate treatment (such as physicians, school staff, other mental health professionals or agencies) only with signed consent to release such information. Clients may be charged an appropriate fee for any time spent in preparing information requests.

Missed/Late Cancelled Appointments

Once an appointment is scheduled, you are allowed to cancel for any reason. However, please be mindful that I expect your attendance unless you provide me with a 24-hour cancellation notice prior to your scheduled time. If you need to cancel with less than 24-hour notice due to circumstances beyond your control, please discuss this with me as soon as possible. **If you fail to attend a scheduled session or cancel a session with less than 24-hour notice, you will be responsible for the full cost of the session which will be assessed and charged to your credit card on the day of the missed appointment.** If you late cancel or no-show two appointments in a row, your care may be discontinued. It is important to note that insurance companies do not provide reimbursement for cancelled/missed sessions and you assume full financial responsibility for these missed appointments.

If you are scheduled for an in-person appointment and would like to change to a telehealth appointment, please notify me as soon as possible.

Health and Safety Policy

According to the CDC, individuals with COVID-19 may have a wide range of symptoms ranging from mild symptoms to more severe illness. Symptoms may appear 2-14 days after exposure to the virus. Individuals with the following symptoms may have COVID-19:



- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

If you are experiencing one or more of these symptoms and/or have an elevated temperature of 100 degrees Fahrenheit or more, you agree to cancel your in-person appointment or proceed with a telehealth appointment instead. Please note that Late Cancellation/No Show fees may apply, though your counselor will make every effort to reschedule your appointment during the same week should you cancel due to illness/COVID-19 symptoms, if you have been in contact or suspect that you have been in contact with someone who has tested positive for COVID-19, or if you are awaiting your COVID-19 test results.

Professional Fees

Professional fees vary according to the service provided. Your counselor can give you specific information about fees for different insurance billing codes and services. Moreover, your counselor may charge for other professional services such as telephone conversations that are not covered by insurance, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, report writing, or reviewing written information or communication for you. You understand and agree that in the event that your counselor becomes involved in legal proceedings, as a result of your treatment, that you will be required to reimburse for all time spent in preparation and attending to the legal proceeding. This includes responding to subpoenas, attending depositions, or attending a hearing, including travel time and time waiting for the proceeding to start.

Confidentiality

In general, the privacy of all communications between a client and a counselor is protected by law, and I may typically only release information about our work to others with your written permission. Here are the exceptions to confidentiality:



There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, elderly person, disabled person, or animal is being abused, I must file a report with the appropriate governmental state agency. If I believe that a client is threatening serious bodily harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting child/adult protective services, contacting the police, or seeking hospitalization for the client. If the client threatens to harm themselves, I may be obligated to seek hospitalization for them or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if they determine that the issues demand it. As your counselor, it is my ethical duty to provide you the best care possible. If asked to provide records or testimony about treatment to the court, a "dual-role" relationship between you and your treating counselor may be created. A dual-role relationship means that your counselor is providing services for potentially conflicting roles (i.e. witness and therapist), and can be potentially damaging to you and your present or future therapy experiences due to possible violations of therapeutic trust. In addition, counselors have an ethical responsibility to only release records to persons who are qualified and trained to interpret the information. Most court personnel have not received sufficient mental health training to meet these criteria, and providing records or test data can also be damaging for clients. Finally, legislation and ethical standards mandate that counselors protect privacy of mental health records. Because the counselor cannot control the number of people that have access to the mental health records in the court setting, concerns for the client's privacy exist.

For these reasons, unless arranged prior to initiating services, your counselor will not provide therapy notes, test data, or testimony to the court as a part of litigation. If required to provide test data, testimony, or records to the court (under court order), we will have to discuss whether it is appropriate for your counselor to continue to provide services to you or whether you need to have your care transferred to another mental health professional. In the event that you are being seen as a part of a court ordered legal or forensic evaluation, there are a different set of standards that apply to confidentiality and payment.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you don't object, I won't tell you about these consultations unless I feel that it is important to our work together.



While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

Recording Devices - My Devices

I have a number of smart devices that have microphones, including my cell phone, laptop, and other devices that may be in the office. These devices generally have voice control turned off, and so are not recording. However, for any device (such as a smart speaker) that is voice controlled, recorded snippets of conversation may be sent to the device manufacturer.

Your Devices

If you bring a smart device (such as a modern cell phone) to session, that device likely has the option of voice control built in. If voice control on your device is enabled, the microphone may be always on, and snippets of conversation may be recorded and sent to the device maker. If you prefer not to take this risk, please disable voice control on your devices while in session.

Recording Sessions

Audio or video recording of sessions is prohibited. Please feel free to take notes in session if you believe it will be helpful in remembering key points of discussion.

Contacting Your Counselor

I am often not immediately available by telephone. I usually cannot answer the phone when I am with a client. When I am unavailable, please leave a voicemail. Please allow a reasonable amount of time for me to return your call. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, or in case of a psychiatric emergency please contact FrontLine Services at (216) 623-6888, call 911, or go to the nearest emergency room and ask for the counselor or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Use of Email/Text/Faxing

You understand that the use of email, text, and faxing poses a risk that your email, text, or fax cannot be guaranteed to be a secure, encrypted, nor confidential form of communication and that your email, text, or fax may be read by an unauthorized person. You agree that Inner Harmony Counseling, LLC will not be held



responsible for any unauthorized access to protected health information while in transmission to me via email, text, or fax and that Inner Harmony Counseling, LLC is not responsible for safeguarding such information once it is delivered to me. If email, text, or fax is used for communication between you and your counselor, or if your counselor requests your written permission to email, text, or fax your physician or another individual, please be aware that these forms of communication and responses to them may be printed and kept in your treatment record. Your signing this document indicates that you know this and accept this limitation of confidentiality should you decide to text, fax or email me. This acknowledgement will include any email, text, or fax that I may send you in response to your email, text or fax.

Social Media & Business Review Sites

Your counselor will not accept “friend” or contact requests on any social or business networking site because this could compromise your privacy and confidentiality. You may find your counselor listed on sites that solicit customer reviews. These sites comb search engines for business listings and add listings often without my knowledge or permission. If you find your counselor listed on any of these sites, please know that the listing is NOT a request for a testimonial, rating, or endorsement. In fact, our ethical code prohibits counselors from soliciting testimonials from clients. You have the right to express yourself in any forum you choose regarding your opinion of your counselor and the quality of the services you have received. However, choosing to post to a business review site could compromise your confidentiality. We hope that you will bring your comments and concerns directly to your counselor.

Grounds for Termination

I reserve the right to terminate therapy or treatment services if: you behave inappropriately towards me; I am court-ordered to testify on your behalf (thus creating a potentially problematic dual-role relationship); there is consistent failure to attend scheduled sessions; or, there is a failure to complete payment for services.

Your relationship with your counselor is at your discretion. You have the right to seek mental health treatment from any provider with whom you feel comfortable. It is critical for the success of your treatment that you have a good working relationship with your counselor. If you have concerns about the quality or nature of the services provided, concerns about our building, or concerns about billing procedures, please let your counselor know. Discussing these issues will strengthen our working relationship and in no way harm the quality of services you will receive at my practice.

Billing and Payments

It is important to keep your insurance information updated with Inner Harmony Counseling, LLC. Failure to do so could result in you being totally financially responsible for all services provided. Please note that co-



payments and balances are due at the time of service. Cash, personal checks, and credit cards are accepted for in-person appointments. Only credit cards will be accepted for telehealth appointments. Please be aware that full payment is due at the time of service.

You should be aware that Inner Harmony Counseling, LLC will charge your debit or credit card stored on file, for services rendered as well as for no show or late cancellation fees. Your credit card will be kept on file using secure systems, for office charges. It's important for you to understand that if your credit card does not accept the charge, you will be charged a \$50 penalty fee and will be required to pay off your balance immediately. Furthermore, you should note that your future appointments may be cancelled until your balance is paid in full. Additionally, you understand that you may cancel this authorization at any time, but by doing so, you acknowledge that the balance owed will be due and paid in full. You also acknowledge that credit card transactions could be linked to Protected Health Information.

If you have a balance that has not been paid for more than 90 days and arrangements for payment have not been agreed upon, your counselor has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. If you have questions about your bill, please don't hesitate to ask your counselor.

In order for us to set realistic treatment goals and priorities, it is important for you to evaluate what resources you have to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health services, however, you (not your insurance company) are responsible for full payment of services. It is very important that you find out exactly what mental health services your insurance covers. You should carefully read the section in your insurance coverage booklet that describes mental health services as well as your financial responsibility for those services. If you have questions about your coverage, call your plan administrator.

You should also be aware that insurance companies require you to authorize your counselor to provide them with a clinical diagnosis. 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, your counselor has no control over what they do with that information. It is important to remember that you always have the right to pay for my services yourself to avoid the problems listed above.

Fee Schedule



As a client, who is using your insurance benefits to pay for your services, you understand that these services will be billed to your insurance company for mental health services and will be reimbursed at the contracted rate set by your insurance company.

Additionally, you may elect to NOT use your insurance benefits and will be referred to as a private pay client. **If you choose to NOT use your insurance benefits for service, you understand that these services are billed at a rate of \$175 for initial/intake counseling sessions up 55-60 minutes, \$150 for counseling sessions up to 53-55 minutes, and \$225 for counseling sessions lasting 90 minutes.**

As a part of your commitment to counseling, you understand that you will be charged the *full session rate* as a No Show Fee for appointments scheduled but not kept, or a Late Cancellation Fee for any appointments cancelled with less than 24 hours of the scheduled appointment time. These fees will not be reimbursable by your insurance company and will be your responsibility to pay prior to your next scheduled appointment. These fees will be charged to your credit card on the day of the missed appointment.

Unexpected Therapist Absence

In the event of my unplanned absence from practice, whether due to injury, illness, death, or any other reason, I maintain a detailed Professional Will with instructions for an Executor to inform you of my status and ensure your continued care in accordance with your needs. The Executor of my Professional Will is Mark Kaplafka and the Secondary Executor (i.e., the person who would take on the Executor role if the named Executor is unavailable) is Brittany Buffington. You authorize the Executor and Secondary Executor to access your treatment and financial records only in accordance with the terms of my Professional Will, and only in the event that I experience an event that has caused or is likely to cause a significant unplanned absence from practice.

By signing the document below, you are acknowledging that you have read the materials in this Service Agreement and agree to abide by its terms and conditions.