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Client's Full Name

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Date of Birth

## CLIENT INFORMED CONSENT

### Client Service Agreement

This document contains important information about Behavioral Health 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 client rights about the use and disclosure of Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. When the client signs this document, it represents an agreement between the client and THE MENTAL HEALTH STOP. Our staff members can discuss any questions the client has prior to signing or at any time in the future.

As a client of THE MENTAL HEALTH STOP, clients have certain rights and responsibilities that are important to understand. There are also legal limitations to those rights that the client should be aware of. These rights and responsibilities are described in the following sections. Additional information regarding Client Rights & Responsibilities are further explained elsewhere.

### Behavioral Health Services

Psychotherapy services have 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 the unpleasant aspects of a client's life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Psychotherapy 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 the client's part. In order to be most successful, the client will have to work on things outside of sessions.

The first 1-4 sessions will involve a comprehensive evaluation of needs. By the end of the evaluation, the clinician will be able to offer some initial impressions of what the work might include. At that point, the client and clinician will develop a mutually agreed upon treatment goals and create an initial treatment plan. If at any time the client is uncomfortable with their clinician or have questions about the services received, THE MENTAL HEALTH STOP's owners will gladly meet with the client to develop a plan to address it, which may include transitioning the client to a different clinician. Additional Behavioral Health services are to come. Psychotherapy services are offered in office, home, facility and via tele-health.

### Appointments

Appointments will ordinarily be 55 minutes in duration, once per week, although some sessions may be more or less frequent as needed. At times, sessions will run late or be cancelled by the clinician for a multitude of reasons such as crisis of another client. THE MENTAL HEALTH STOP asks for patience and understanding during these extenuating circumstances. The clinician will make efforts to notify the client of delays or changes to the schedule. If the client needs to cancel or reschedule a session, THE MENTAL HEALTH STOP asks that the client provide 24-hour notice. This provides the clinician ample time to attempt filling the vacancy. If the client no-shows or late cancels, the client will be charged a \$70 fee. If THE MENTAL HEALTH STOP agrees that late cancellation or no-show was due to circumstances beyond the client's control then the client will not be charged. If it is possible, THE MENTAL HEALTH STOP will try to find another time to reschedule the appointment in the same week, which eliminates the fee for the client. All Medicaid recipients are excluded from any cancellation fees according to New Mexico Law. Regardless of the client's insurance, if attendance reflects a pattern of 40-60% attendance, the clinician may explore ways to increase attendance with the client or explore the need to discontinue therapy. THE MENTAL HEALTH STOP understands that life circumstances may change after committing to therapy. Unless there are other factors, clients may return to therapy with THE MENTAL HEALTH STOP when attendance will fit in the client's schedule better. At times, THE MENTAL HEALTH STOP will use tele-health in lieu of in-person sessions under extenuating circumstances; it is expected that client's make effort to engage in the tele-health session to increase continuity of care.

### Professional Fees

The private pay fee for the initial assessment is \$150.00 and each subsequent 55-minute session is \$145.00. If insurance is used, the cost sharing is discussed with the client prior to services being rendered. The client is responsible for paying their cost share within 24 hours after their session unless prior arrangements have been made. Payment must be made by client portal, cash or check. Any checks returned to THE MENTAL HEALTH STOP are subject to a \$25.00 fee. If the client refuses to pay debts, THE MENTAL HEALTH STOP reserves the right to use an attorney or collection agency to secure payment after 60 days of delinquency.



## Insurance

THE MENTAL HEALTH STOP is credentialed with a number of insurance companies. In accordance with Senate Bill 317/Bulletin 2021-009, cost sharing for Behavioral Health services ended effective January 1, 2022, for clients using New Mexico based insurance; plan exclusions apply and are discussed prior to services being rendered. It is the policy of THE MENTAL HEALTH STOP to verify benefits and cost shares, and explain the terms of the policy to the client prior to administering services. However, the client is ultimately responsible for knowing their coverage and for informing THE MENTAL HEALTH STOP if coverage changes. If THE MENTAL HEALTH STOP is not a participating provider for the client's insurance plan, the client is required to pay for rendered services out of pocket. The client may submit a superbill to their insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If the client prefers to use a participating provider, THE MENTAL HEALTH STOP will refer the client to another provider.

The client shall be aware that some insurance companies require a prior authorization and will require a clinical diagnosis to be disclosed in order for payment. Additionally, THE MENTAL HEALTH STOP may be required to provide additional clinical information in order to receive payment for services rendered. Though all insurance companies claim to keep such information confidential, THE MENTAL HEALTH STOP has no control over what they do with the client's healthcare information.

## Confidentiality

Confidentiality cannot be maintained when a client discloses a plan to cause serious harm or death to self or others, and THE MENTAL HEALTH STOP believes the client has the intent and/or ability to carry out this threat in the very near future. THE MENTAL HEALTH STOP will make clinical decisions to protect the client such as but not limited to contacting parent or legal guardian, law enforcement and emergency services. In the event a disclosure involves seriously hurting another individual, notification to the potential victim will occur by THE MENTAL HEALTH STOP and/or law enforcement.

Confidentiality cannot be maintained when a client is involved in a court case and a request is made for information about the client's behavioral health services. If this occurs, THE MENTAL HEALTH STOP will not disclose information without written consent unless the court requires THE MENTAL HEALTH STOP to waive HIPPA. THE MENTAL HEALTH STOP will make every effort within the law to protect the client's confidentiality, and if THE MENTAL HEALTH STOP is required to disclose information to the court, THE MENTAL HEALTH STOP will inform the client that this is occurring.

For additional information, The Notice of Privacy Practices, as well as other information about client privacy rights, are fully described in a separate document.

## Abuse, Neglect, Exploitation & Misappropriation of Property

Reporting Abuse, Neglect, Exploitation & Misappropriation of Property Policy, are fully described in a separate document.

## Contacting The Mental Health Stop

Clinicians are not consistently available by telephone. If the clinician does not answer the phone, the client may leave a message on their voice mail and they will return the call as soon as possible. Please allow 24 hours for a response for non-urgent matters. If the client and clinician are unable to connect and the client feels unable to keep themselves safe, contact any of the following crisis and emergency services: **New Mexico Crisis Hotline 1.855.662.7474, National Suicide Prevention Line 1.800.273.8255, Emergency Services 911.**

THE MENTAL HEALTH STOP will make every attempt to inform clients in advance of planned absences, and provide clients with the name and phone number of alternate clinicians. Additionally, THE MENTAL HEALTH STOP asks that clients provide two avenues of contact during intake in the event THE MENTAL HEALTH STOP is unable to reach the client.

## Consent For Treatment

By signing below, the client indicates that they have reviewed this CLIENT INFORMED CONSENT and understand THE MENTAL HEALTH STOP's business policies and Behavioral Health Services offered.

\_\_\_\_\_  
Client's Signature

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Date