



## Informed Consent for Therapy Services

### **Tri-Star Counseling, LLC - Client Service Agreement**

Welcome to Tri-Star Counseling, LLC. This document contains important information about our professional 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 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. We can discuss any questions you have when you sign them or at any time in the future.

### **PSYCHOLOGICAL SERVICES**

There are a number of different approaches that can be utilized to address the problems that bring you here. Our services are not like visiting a medical doctor, in that psychotherapy requires an active effort on your part. In order to be most successful, you will have to work on things we talk about.

Psychotherapy / Counseling has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger and frustration, loneliness, and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. Psychotherapy has been shown to have benefits for people who undertake it. Therapy often leads to significant reduction in feelings of distress, better relationships, and resolutions of specific problems. As psychotherapy is a complex process, there can be no guarantee regarding the outcome or degree of progress that may be achieved. Our first few sessions will involve an evaluation of your needs and your therapist will offer you some initial impressions. At that point, we will discuss your treatment goals and create an initial treatment plan. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **APPOINTMENTS**

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, we ask that you provide me with 24 hours notice. If you miss a

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session without canceling, or cancel with less than 24 hour notice, our policy is to collect the amount typically billed for your session [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the fee as described above. If it is possible, we will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

## **BILLING AND PAYMENT**

The standard fee for the initial intake is \$120.00 and each subsequent session is \$100.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment may be made by check, cash or credit/debit card. Any checks returned to our office are subject to an additional fee of up to \$25.00 to cover the bank fee that we incur.

In addition to weekly appointments, it is our practice to charge this amount on a prorated basis (we will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of us. If you anticipate becoming involved in a court case, we recommend that we discuss this fully before you waive your right to confidentiality. If your case requires our participation, you will be expected to pay for the professional time required even if another party compels me to testify.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, we have the option of using legal means to secure payment, including collection agencies or small claims courts. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information, which we would release to a court or collection agency, would be the client's name, the nature of the services provided and the amount due.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually 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 us know if/when your coverage changes.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement

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for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy or you may request a sliding scale fee.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes we 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, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information data bank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy 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 ( which is called co-insurance ) or a flat dollar amount (referred to as a co-payment ) to be covered by the patient. Either amount is to be paid at the time of the visit. 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. This will typically mean that you will be responsible to pay for initial sessions with us until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year.

It is important to remember that you always have the right to pay for services yourself to avoid the complexities described above.

If I am not a participating provider for your insurance plan, I will 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 a different provider.

## PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. You may examine

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and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them with your provider, or have them forwarded to another mental health professional so you can discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Additionally, from time to time we send out Satisfaction Surveys to get feedback about our services. You may receive such a form and we hope that you will fill it out and send it back to us.

## **CONFIDENTIALITY**

Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

## **MINORS**

If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is our policy to request an agreement from parents that they consent to give up access to your records. If they agree, we will provide them only with general information about our work together unless we feel there is a high risk that you will seriously harm yourself or another, in which case we will notify them of our concern. Before giving them any information we will discuss the matter with you, if possible, and will do the best we can to resolve any objections you may have about what we are prepared to discuss.

## **CONTACTING US**

We are often not immediately available by telephone. We do not answer our phones when we are with clients or otherwise unavailable. At these times, you may leave a message on our confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from us or we are unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact Mobile Crisis (855-274-7471), 2) go to your Local Hospital Emergency Room, or 3) call 911. We will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

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## OTHER RIGHTS

If you are unhappy with what is happening in therapy, we hope you will talk with us so that we can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that we refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about our specific training and experience.

## CONSENT TO THERAPY SERVICES

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Printed Name of Patient or Personal Representative

Date: \_\_\_\_\_

Description of Personal Representative's Authority: \_\_\_\_\_

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