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Information, Authorization, and Consent to Treatment

This notice outlines our policies and procedures and describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Welcome to Focus Forward Counseling and Consulting, Inc. (FFCC). The following document is intended to offer an overview of services, policies regarding confidentiality, what you can expect from your experience with FFCC, and several other policies related to the provision of care. This document serves as informed consent, a crucial part of ethical and responsible counseling. It is vital that clients make informed decisions about their counseling experience and we hope that you will be fully informed about all parts of your therapeutic experience. If at any time you have questions or comments pertaining to your counseling please do not hesitate to voice them.

Theoretical Views & Client Participation

It is FFCC's stance that change takes place within the context of a therapeutic alliance. That is, positive therapeutic outcomes generally require a solid working relationship between client and clinician. Research has consistently demonstrated that the therapeutic alliance is a strong predictor of change in counseling. Towards this end, both parties have a responsibility for promoting positive outcomes. Clinicians must adhere to a strict code of ethics that includes promoting clients' autonomy, keeping one's promises to clients, working towards beneficial outcomes, avoiding harm, and promoting justice. As the client, it is helpful for you to take an active role in your own therapeutic process. This includes regularly attending scheduled appointments and giving a good faith effort to work on therapeutic issues both inside and outside of the counseling sessions. This also entails the absence of consuming mind-altering substances for a minimum of eight hours prior to your counseling sessions. In general, counseling works on a simple premise: the more energy that you are willing to commit to the process the greater the likelihood of positive outcomes.

Records & Confidentiality

Your communications with your clinician will become part of a clinical record of treatment, and it is referred to as Protected Health Information. Your clinician will always keep everything you say confidential with the following exceptions: (1) you direct your clinician to tell someone else and you sign a "Release of Information" form; (2) your clinician determines that you are a danger to yourself or to others; (3) you report information about the abuse or neglect of a child, an elderly person, or a disabled individual who may require protection; or (4) your clinician is ordered by a judge to disclose information. In the latter case, your clinician's license provides him or her with the ability to uphold what is legally termed "privileged communication." Privileged communication is your right as a client to have a confidential relationship with a psychologist or clinician. If for some unusual reason a judge were to order the disclosure of your private information, this order can be appealed. We cannot guarantee that the appeal will be sustained, but we will do everything in our power to keep what you say confidential.

As part of a multidisciplinary treatment team we value collaboration amongst professionals working within FFCC. From time to time we will staff cases and engage in peer supervision to enable clinicians to gain greater insight into their clients' needs with the aim of promoting more effective clinical outcomes. All members of FFCC are bound to the same strict rules of confidentiality as your individual clinician. If it appears to be in your best interest for us to collaborate with persons not directly affiliated with FFCC we will ask for your consent to communicate with them through a release of information; you always have the option to decline the request.

Please note that in couples counseling, your clinician does not agree to keep secrets. Information revealed in any context may be discussed with either partner. Records will not be released to either member of the couple without the signed consent of both persons. Furthermore, your clinician will not release any information on behalf of either party without the consent of both.

If you have any questions about confidentiality please ask.

Mental Health Insurance

In order to bill your insurance company FFCC must provide a psychiatric diagnosis on your behalf. Disclosure of confidential information is required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims; in some instances background information on your case, a treatment plan, and certain other information may be requested; in rare cases a copy of your entire counseling record may be requested by the insurer. FFCC has no control or knowledge over what insurance companies do with the information that is submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the Medical Information Bureau (MIB), a national data bank. MIB is a membership organization of life insurance companies. When you apply for life, health, or disability insurance, the company makes a report to MIB, and it receives any information that MIB may have on you. Psychiatric conditions might affect your future insurability or admission to the military.

We encourage you to carefully weigh the economic benefits of using insurance against the privacy risks that arise from sharing the information described above. You will maintain much greater control over potentially sensitive details of your life by paying privately for services.

Finally, efforts to verify your insurance coverage and authorize your visits have been made by FFCC in good faith. In spite of our best efforts, we receive incorrect information from insurance companies at a frequent rate. Therefore, it is in your best interest to interact with your insurance carrier to ensure that verification information is correct. Ultimately, you are responsible for the fee.

Structure and Cost of Sessions

Your clinician agrees to provide counseling for the fee of \$175 per 45-50 minute session, \$225 per 75 minute session, and/or \$100 per 90 minute group counseling session, unless otherwise negotiated by you or your insurance carrier. The fee for each session will be due at the beginning of the session. Cash, personal checks, debit cards, and credit cards are acceptable for payment, and we will provide you with a receipt of payment. The receipt of payment may also be used as a statement for insurance if applicable to you. Please note that there is a \$25 fee for any returned checks.

Collection Policy

Due to billing costs, there will be a \$10 service charge for non-payment of co-pay at the time of service. It is our policy to collect all debts including bad checks and we reserve the right to use a collection agency to collect outstanding debts and the right to terminate services. Reasonable collection and/or attorney's

fees may be incurred for the collection of unpaid balances. In the event collection services are utilized, protection of private information is not guaranteed.

Late Cancellation/Missed Session Policy

In the event that you are unable to keep an appointment, you must notify your clinician at least two business days in advance. If such advance notice is not received, you will be financially responsible for the session you missed. Please note that insurance companies do not reimburse for missed sessions and you will be assessed a session fee of \$90.

Due to licensing rules, please note that we are not able to host a session if you are not physically within the state of Georgia at the time of your appointment. If you present from another state the session will be cancelled and you will be charged for the missed appointment.

Reports and Letters

We will be happy to provide a written report, a letter, or other correspondences at your request. In most cases, reports must be paid for in advance. Please discuss this policy with your clinician.

Record Keeping

If you request that we copy records to forward to another professional, there is a minimum charge of \$45 (payable in advance) for this service. The charge may be higher depending on the size of the file.

Medicaid Policy

In the event a Medicaid patient is not eligible for Medicaid coverage for any given month, the parent or guardian will be responsible for the payment of any services rendered during the inactive period and unpaid balances will be subject to our collection policies.

In Case of an Emergency

Focus Forward Counseling and Consulting, Inc. is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We are not available at all times. If at any time this does not feel like sufficient support, please inform your clinician, and he or she can discuss additional resources or transfer your case to a doctor or clinic with 24-hour availability. Generally, your clinician will return phone calls within 24-48 hours. If you have a mental health emergency, we encourage you not to wait for a call back, but to do one or more of the following:

- Call Ridgeview Institute at 770.434.4567 or Peachford Hospital at 770.454.5589.
- Call the Georgia Crisis and Access Line at 1.800.715.4225.
- Call 911.
- Go to your nearest emergency room.

Professional Relationship

Counseling is a professional service we will provide to you. Because of the nature of counseling, your relationship with your clinician has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of clinician and client. If you and your clinician were to interact in any other ways, you would then have a "dual relationship" which could prove to be harmful to you in the long run and be considered unethical in the mental health profession.

Dual relationships can set up conflicts between the clinician's interests and the client's interests, and then the client's (your) interests might not be put first. In order to offer all of our clients the best care, your clinician's judgment needs to be unselfish and purely focused on your needs. This is why your relationship with your clinician must remain professional in nature.

Please initial that you have read this page _____

Additionally, there are important differences between counseling and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may need to have you do what they advise. A clinician offers you choices and helps you choose what is best for you. A clinician helps you learn how to solve problems better and make better decisions. A clinician's responses to your situation are based on tested theories and methods of change.

You should also know that clinicians are required to keep the identity of their clients' secrets. As much as your clinician would like to, for your confidentiality he or she will not address you in public unless you speak to him or her first. Your clinician also must decline any invitation to attend gatherings with your family or friends. Lastly, when your counseling is completed, your clinician will not be able to be a friend to you like your other friends. In sum, it is the duty of your clinician to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way - they are strictly for your long-term protection.

Statement Regarding Social Media and Electronic Communications

Please note that clinicians do not accept Facebook friend requests, Twitter or Google+ Circle invitations, nor LinkedIn requests. Rest assured that this is not personal. As stated above, we attempt to avoid dual relationships when possible. Should you choose to follow our business pages on Facebook, Twitter, and LinkedIn you are welcome to do so but please note that these are public pages and we cannot guarantee the confidentiality of your information.

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical records. Additionally, your therapist's emails and texts are not encrypted. Your therapist's computers are equipped with a firewall, a virus protection, and a password and s/he also backs up all confidential information from his/her computers on a regular basis. Please notify your therapist if you decide to avoid or limit in any way the use of any or all communication devices such as email, cell phone, texts, or faxes.

If you communicate confidential or private information via email or texts your therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. Unless we have agreed otherwise, please do not use email, texts, phone messages, or faxes for emergencies. Unless you choose to opt-out through written communication, we will send appointment reminders via email or text to the cell phone that you have listed as part of your intake paperwork.

Statement Regarding Ethics, Client Welfare & Safety

FFCC assures you that our services will be rendered in a professional manner consistent with the ethical standards of the American Psychological Association and American Counseling Association. Also, sometimes your clinician may use a type of therapeutic intervention involving experiential exercises. Any intervention or process is entirely voluntary and may be discontinued at any time. However, it is your responsibility to communicate your feelings to your clinician in order for him or her to honor your decision.

If at any time you feel that your clinician is not performing in an ethical/professional manner, we ask that you please let him or her know immediately.

As much as we would like to guarantee specific results regarding your therapeutic goals, we are unable to do so. However, together with your clinician, we will work to achieve the best possible results for you. Please also be aware that changes made in counseling may affect other people in your life (e.g., an increase in your assertiveness may not always be welcomed by others). It is our intention to help you manage changes in your interpersonal relationships as they arise, but it is important for you to be aware of this possibility nonetheless. Additionally, at times people find that they feel somewhat worse when they first start counseling before they begin to feel better. This may occur as you begin discussing certain sensitive areas of your life. However, a topic usually isn't sensitive unless it needs attention. Therefore, discovering the discomfort is actually a success. Once you and your clinician are able to target your specific treatment needs and the particular modalities that work the best for you, help is generally on the way.

We sincerely look forward to helping you along your therapeutic experience. If you have any questions about any part of this document, please ask your clinician.

Parental/Guardian Responsibility

Please plan to stay on site for your child's appointment. This will help to ensure the safety of your child should an emergency situation occur.

INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using a HIPAA compliant internet video conferencing platform. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing. One of the benefits of telepsychology is that the patient and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- <u>Risks to confidentiality</u>. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is
- important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- <u>Issues related to technology</u>. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, although unlikely, other people might be able to get access to our private conversation. The reason this is highly

unlikely is that the video conferencing platform is end to end encryption, so that only you and I have access to the video conferencing when we are on it together.

- <u>Crisis management and intervention</u>. Usually, I will not engage in telepsychology with clients who are currently in a crisis requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during our telepsychology work.
- <u>Efficacy</u>. Most research shows that telepsychology is generally as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications, as unlikely as that is given the platform we are using. I have a business agreement with the videoconferencing service to keep these sessions confidential.

Appropriateness of Telepsychology

If a situation arises where an in-person session is indicated, I will arrange to see you at the practice office in person and/or ask that a colleague have a consultative session with you. If telepsychology services are no longer in your best interest, we will discuss options of engaging in in-person counseling with a colleague of mine in the practice.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, please reach out to me at my direct number.

Due to licensing rules, please note that we are not able to host a session if you are not physically within the state of Georgia at the time of your appointment.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with the policies of the practice and the informed consent to treatment that you signed.

ACCEPTANCE OF POLICIES, CONSENT FOR TREATMENT, ASSIGNMENT OF BENEFITS AND INFORMATION RELEASE:

I have read and do understand the contents of this form and agree to the policies of my relationship with my clinician and am authorizing my clinician to begin treatment with me. Further, FFCC may file on my behalf for payment of services with my insurance company and receive payment for these services directly. I agree that FFCC may release any and all records to my insurance company or payor as requested for the processing of my claim for services.

Please print, date, and sign your name below indicating that you have read and understand the contents of this form.

Client name (please print)	Date
Client signature (please print)	Date
If Applicable:	
Parent's or Legal Guardian's name (please print)	Date
Parent's or Legal Guardian's signature	Date

The signature of the clinician below indicates that she or he has discussed this form with you and has answered any questions you have regarding this information.

Clinician's signature

Date

Please initial that you have read this page _____