

## **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's 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 seek reimbursement through your out-of-network benefits associated with your insurance plan, you may need to submit a treating diagnosis to your insurance company. 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 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 your counselor 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 or other payment method on file on the day of the missed appointment. If you miss three 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.

### **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 with other professionals, 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 or in conjunction with your treatment, that you will be required to reimburse for all time spent in preparation, time spent on the phone, time spent traveling to and from legal proceedings or related to legal proceedings and time spent in attendance for the legal proceeding. This includes, but is not limited to, responding to subpoenas, reimbursement for seeking my own legal counsel, lodging related to legal proceedings, attending depositions, or attending a hearing, including travel time and time waiting for the proceeding to start. The fee for services related to legal proceedings varies based on the type of request. All requests for time spent for in person or virtual involvement for legal matters related to hearings, depositions or trials is billed at a rate of \$750 an hour with a \$3000 retainer which is required to be paid in advance. Time related to these services is billed in 1-hour increments. All other fees related to legal matters are billed at a rate of \$350 an hour, billed in 1-hour increments. Reimbursement for all related expenses is due immediately upon receipt.

Additionally, if paper copies of files or documents are requested, you will be charged a fee of \$1 per page.

### **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 some of the exceptions to confidentiality: There are some situations in which I am legally obligated as a "mandated reporter" to take action to protect other people and animals 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 person or to an animal, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings, such as those involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines 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 common exceptions to confidentiality should prove helpful in informing you about potential problems, you should be aware that it is not a complete list of exceptions. 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.

### **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 at 440-941-1842. 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 mobile crisis 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.

### **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; engage in threats harassment or intimidation towards me or others in this practice. You also grant permission for me to share information about

any threatening behavior with law enforcements and/or others as I believe necessary to protect my safety and that of others. I may also terminate therapy or treatment if: 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.

### **Recording 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 they 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.

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 conversations 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**

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

### **Animals in the Office**

No pets or other animals are permitted on the premises, other than trained service animals, as may be permitted under the Americans with Disabilities Act or Ohio law for places of public accommodation.

### **Therapist Emergency or Incapacitation**

In the event of my unexpected absence, I maintain a Professional Will that appoints a colleague to make contact with you on my behalf. This colleague is only granted access to your file or contact information in the limited instance that I become unexpectedly absent from practice and am unable to make contact with you myself to arrange for continued care.

### **Billing and Payments**

Mark Kaplafka Counseling, LLC does not bill your insurance for your services. Some clients choose to request reimbursement from their insurance company directly for services rendered through their out of network benefits. Mark Kaplafka Counseling LLC does not submit these requests for reimbursement, and you agree to submit these claims yourself and to assume the risk that your insurance may deny your request for reimbursement. You agree to not hold Mark Kaplafka Counseling LLC responsible for the out-of-pocket expenses that were not reimbursed to you through your insurance provider. Cash, personal checks, HSA cards, FSA cards and credit cards are accepted. Please be aware that full payment is due at the time of service.

You should be aware that Mark Kaplafka Counseling, LLC will charge your credit card or other payment method on file stored on file, for services rendered as well as for no show or cancellation fees. Your credit card or other payment method will be kept on file using secure systems, for office charges. It's important for you to understand that if your credit card or other payment

method 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 & paid in full. You also acknowledge that credit card or other payment 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 since Mark Kaplafka Counseling LLC does not bill insurance for services rendered. If you have a health insurance policy, and choose to pursue your out-of-network benefits for reimbursement, it may 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 if you seek reimbursement through your out of network benefits that your insurance companies may 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. 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.

### **Fee Schedule**

As a client of Mark Kaplafka Counseling LLC, you have elected to NOT use your insurance benefits to pay for services and will be referred to as a private pay client. You understand that these services are billed at a rate of \$175 for the initial intake, \$175 for each individual counseling session up to 50-60 minutes and \$175 for each appointment related to couples counseling, up to 50-60 minutes.

Mark Kaplafka Counseling LLC reserves the right to increase the fee for service on an annual basis. This increase will be communicated to you with advanced notice of the change.

As a part of your commitment to counseling, you understand that you will be charged a full session rate as a No Show Fee for appointments scheduled but not kept, as well as any appointments not cancelled within 24 hours of the scheduled appointment time. You will also be charged \$50 for any disputed charges for services rendered, or fees related to cancelled visits, no shows or other charges that are disputed and outlined in this "Informed Consent." 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 payment method on file on the day of the missed appointment.

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

In the event that the client is a child, the parent(s) are signing this on behalf of the child(ren).

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Name of Client (Please Print):

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Client or Parent/Guardian Signature (if applicable)

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Date