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Informed Consent for Services Agreement

Welcome to Resilience Behavioral Health Group. Our organization provides individual, couples, family, and group psychotherapy and proudly serves communities throughout Michigan. We greatly appreciate you considering us for your mental health service needs, and our psychotherapists look forward to meeting with you.

While reviewing this form may be time-consuming, it is of great importance that you gain a complete picture of what participating in outpatient mental health services entails. This document contains valuable information about service offerings, practice policies, and client rights and protections.

The Health Insurance Portability and Accountability Act (HIPPA) is a federal law that establishes privacy protections and recipient rights pertaining to the use and disclosure of Protected Health Information (PHI) for the purposes of treatment, payment, and operations. Throughout this document, background material on the procedures undertaken to fulfill the obligations set forth by health care laws will be supplied.

When you sign this document, it will represent an agreement between you and Resilience Behavioral Health Group. Our staff are happy to discuss any questions and/or concerns you may have now or in the future.

Psychotherapy & Related Mental Health Services

Psychotherapy is a relationship (referred to as the therapeutic alliance) between a client and psychotherapist that addresses problems to achieve goals. Providing a concise definition of psychotherapy can be challenging, as the nature of care can vary depending on the personalities of the client and psychotherapist. As a client, you play a critical role in shaping what will be the focus of treatment. Resilience Behavioral Health Group holds a person-centered approach to treatment that tailors how psychotherapy is delivered based on the person's needs.

Psychotherapy can have both risks and benefits. Risks may include experiencing uncomfortable emotions (such as sadness, anger, guilt, and anxiety) because the process of treatment often

requires discussing unpleasant aspects of your life. Some clients report their problems temporarily worsening in the early stages of treatment. There is also a risk that psychotherapy may not generate desired outcomes.

Alternatively, there is extensive research demonstrating psychotherapy as beneficial to alleviating many aspects of human suffering. Psychotherapy can lead to reductions in distress, increased satisfaction in interpersonal relationships, enhanced skills for managing stress, and greater personal insight. However, there are no guarantees that can be made about what will happen as a result.

It should be emphasized, psychotherapy requires active effort on your part throughout the process to be effective. You will likely have to work on the things discussed outside of sessions in order for treatment to be successful.

Initial sessions will predominantly involve assessment and treatment planning. By the end of these interactions, your psychotherapist will be able to offer you some initial impressions of what collaboration might include. You should review this information carefully and use your best judgement in determining if you and the psychotherapist will work well together. Psychotherapy is an investment of time, energy, and money, which is why it is essential to find someone that is right for you.

If any questions about interventions or techniques arise, please bring them to the attention of your psychotherapist. If any doubts persist or issues remain unresolved, we will be happy to set up a meeting with another psychotherapist on staff for a second opinion or offer a referral to another provider in the area. Establishing a good fit is an essential element of the therapeutic alliance, and we are committed to connecting you with a psychotherapist that you believe will be beneficial.

Supervisory Disclosure

If your psychotherapist is a limited licensed provider, he/she will be under the supervision of a fully licensed (also referred to as independently licensed) provider of the appropriate discipline as required by state law. In addition, if your psychotherapist is a graduate student/trainee receiving formal training via a practicum program, he/she will be under the supervision of a fully licensed provider of the appropriate discipline as required by state law and the affiliated educational institution.

To uphold the highest standard of care, the supervisor will routinely monitor and review the practices of the limited licensed provider or graduate student/trainee. The privacy of your identity, interactions, and health record will be overseen by the supervisor. At the first session,

your psychotherapist will provide you with the name and contact information of his/her supervisor.

Appointments

Appointments will ordinarily be 45-60 minutes in duration once per week at a mutually agreed upon time; although, sessions are subject to change in terms of frequency and duration based on presenting circumstances.

Resilience Behavioral Health Group does not engage in the practice of double booking. The appointment agreed upon has been specially made for you, with this time being strictly set aside for you alone.

If you need to cancel or reschedule a session, we ask that you provide a minimum of 24-hour notice. No show or late cancel appointments may be subject to a fee up to but not to exceed the rate for services. Any fees for no show or late cancel appointments must be paid in full before any additional appointments can be scheduled unless other arrangements have been made.

It should be noted, insurance companies do not provide reimbursement for no show or late cancel appointments. Thus, you will be financially responsible for the fee as described above.

In addition, you are responsible for coming to your appointment on time. If you are late to a session, your appointment will still need to end on time. Being late to an appointment in excess of 15 minutes without any communication to our office will be considered a no show. A repeated pattern of no shows and/or late cancel appointments may result in changes to treatment that could include discharge from services.

Service Rates & Fees

Typically, sessions are billed at \$100.00 to \$250.00 depending on the complexity and length of the visit. If you are using insurance benefits, sessions fees will be billed to your insurance company and reduced to the rates mutually agreed upon in an established provider contract.

A fee schedule containing rates for some of the services offered can be found below:

- Psychiatric Diagnostic Evaluation: \$220.00
- Individual Psychotherapy (53-60 Minutes): \$180.00
- Family/Couples Psychotherapy (50 Minutes): \$160.00
- Group Psychotherapy (53-60 Minutes): \$40.00

- Crisis Psychotherapy (30-74 Minutes): \$180.00

Payment is due at the time of service and can be completed using cash, check, or credit/debit card. Any returned checks are subject to an additional charge of \$30.00 to cover the bank fee that is incurred. If you refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment.

Psychological testing is available upon request. The cost of psychological testing will depend on the type of evaluation and the time needed for administration and interpretation. Our psychotherapists can conduct various forms of psychological testing, but some limitations that do exist. Clients interested in receiving psychological testing should be aware of restrictions pertaining to the method of payment. We can only accept private pay for psychological testing and do not have the ability to seek reimbursement from insurance companies for such services.

In addition to psychotherapy appointments, it is our policy to charge \$180.00 per hour on a prorated basis for other professional services that you may require including: report writing, telephone conversations greater than 15 minutes in duration, attendance at meetings or consultations, or the time required to perform any other service requested.

If you anticipate becoming involved in a court case, we recommend consulting with your psychotherapist before waiving your right to confidentiality. If your case requires any participation from our staff, you will be expected to pay for the professional time required even if another party compels the testimony.

Insurance

Due in part to the rising cost of health care, insurance benefits have become increasingly complex. Determining how much coverage is available can be difficult at times and pose many challenges.

In order to set realistic goals and objectives, it is important to assess what resources you have available to pay for treatment. If you have a health insurance policy, it will typically provide some level of coverage for psychotherapy and related mental health services. With your permission, Resilience Behavioral Health Group and the billing service contracted with our organization will assist you in filing claims.

Resilience Behavioral Health Group participates with many insurance companies. However, you are strongly encouraged to verify that your coverage accepts our practice and your psychotherapist as an in-network provider. We are happy to provide guidance on these matters, but you will ultimately be responsible for knowing the coverage benefits and

limitations of your insurance. To learn more about what is offered by your plan, please directly contact your insurance company.

Some of the questions you may wish to ask your insurance company can include the following:

- Do I have benefits for outpatient mental health services? What type of coverage (if any) is offered?
- What providers are considered in-network with my plan? Can I see a provider that is out-of-network? What type of coverage is available when seeing a provider that is out-of-network?
- How much is my deductible? Is there a separate deductible for certain services? Has my deductible been met this year?
- What is my co-payment or coinsurance?

Insurance claims will be submitted to your insurance company for reimbursement by Resilience Behavioral Health Group via a contracted billing service provider. By signing this agreement, you agree that Resilience Behavioral Health Group can provide requested information to contracted billing service provider and the insurance company being charged for services.

Some insurance plans may require advanced authorization, without which there may be a refusal to provide reimbursement for outpatient mental health services. There are guidelines within the insurance industry that psychotherapy must be “medically necessary” to receive coverage. If for any reason care is not deemed “medically necessary,” you will be responsible for the balance incurred.

You should be aware that most insurance companies require you to authorize us to provide them with a mental disorder diagnosis. Diagnoses are technical terms that describe the nature of your problems related to symptoms and functional impairments. Additional health record information may be requested.

There are also cases in which an insurance company may share your information with a national information databank. Once any health record information is released, the insurance company or other authorized party will be responsible for ensuring the privacy and security of the data collected. We will provide you with a copy of any report that is submitted at your request.

Moreover, there is the possibility that aspects of care may require pre-authorization to receive coverage or may not be covered by insurance at all. In these cases, you as the client will have the financial obligation to cover the cost of services accrued. Many policies require a

percentage of the fee (co-insurance) or a flat dollar amount (copayment) to be covered by the client. Either amount is due at the time of service.

Furthermore, some plans also have a deductible, which is an out-of-pocket amount that must be paid by the client before the insurance company will start making contributions to reimbursement. This means that you will be solely responsible in paying for sessions until your deductible has been met. Deductibles typically renew annually at the beginning of the calendar year, but this can vary based on the insurance company. It is important to remember that you always have the ability to pay the cash rate for services to avoid any of the problems previously described unless prohibited by an existing provider contract.

If Resilience Behavioral Health Group and/or the psychotherapist overseeing care is not a participating provider with your insurance plan, our staff will supply you with a receipt of payment for services that can be submitted to the 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, our staff are willing to give you a referral to other organizations in the community that may be of assistance.

Please advise us of any changes in contact information or insurance coverage as soon as possible. Changes in insurance coverage may influence the amount being charged to you for treatment and could impact your ability to pay for services.

Resilience Behavioral Health Group does not participate with all insurances nor do all of our psychotherapists accept the same insurances. Failure to disclose changes in insurance could result in unexpected charges for which you will be financially responsible.

Professional Records

Resilience Behavioral Health Group is required to keep appropriate records of the outpatient mental health services provided. Your records are maintained in secured locations, both physically and electronically, to help ensure protection of privacy. These records can include but are not limited to information on background history, clinical assessment, mental disorder diagnosis, treatment planning, intervention responsiveness, among other areas of interest.

Except in unusual circumstances that involve risks to safety, you have the right to a copy of your health record. This request must be submitted in writing. As this health record is documented in a professional manner, there is a chance that the material may be misinterpreted and/or upsetting to readers without clinical training. For this reason, we recommend that you initially review them with your psychotherapist.

You have the right to have a copy of your health record be made available to another health care provider upon your written request.

If a refusal to access health records is given, you have the right of review with the exception of information confidentially supplied to us. Your psychotherapist can discuss these matters with you upon request.

In most cases, we are permitted to charge a \$25.00 clerical fee and copying fees as follows: \$1.00 per page for the first 20 pages, \$0.50 per page from pages 21-50, and \$0.25 per page for pages 51+.

Confidentiality

Protections under the law guarantee the privacy of communications between a client and psychotherapist. Under most circumstances, Resilience Behavioral Health Group can only release information about treatment to others if you authorize us to do so by signing a Release of Information (ROI) form that meets certain legal requirements imposed by state law and HIPPA.

However, your signature on this Service Agreement provides informed consent that we may disclose information about you in the following situations:

- Communication with another psychotherapist within the organization in order to coordinate continuity of care if necessary. This objective includes sharing background information with a psychotherapist who may be providing temporary coverage while your usual psychotherapist is out of the office.
- Consultation with other psychotherapists or health care professionals about the case. If presenting conditions dictate consultation is warranted, your psychotherapist will make every effort to conceal demographics, characteristics, or details that could reveal your identity. The other professionals involved are also legally and ethically bound to keep any information disclosed confidential.
- Access to health records may be granted for administrative purposes including but not limited to the following: billing insurance, conducting peer review or quality assurance activity, supervision, or for a reason explicitly authorized by the client.
- Disclosure of information to your insurance company to bill for the services rendered or to collect past due fees. This includes disclosing information to the billing service provider contracted with Resilience Behavioral Health Group that will submit claims on our behalf to your insurance company for reimbursement.

There are particular instances where Resilience Behavioral Health Group is permitted or legally required to disclose information without your consent, authorization, or permission including:

- If you are involved in a court proceeding and a request is made about the services provided, your health record is normally protected under the purview of privilege law. The distribution of information is contingent on 1) client written authorization; 2) information that the client is seeking a protective order against the compliance of this organization with a subpoena that has been served to the psychotherapist and to which the client has been notified in a timely manner; or 3) a court order is issued requiring the disclosure. In the event you are involved in or otherwise contemplating litigation, you should seek the guidance of your attorney about the likely court disclosures.
- If a government agency requests information as part of administering oversight activities, it may be required of us to provide such disclosures.
- If you file a complaint or lawsuit against us, we may disclose information relevant to our defense.
- If you submit an automobile insurance or worker's compensation claim, we must provide necessary information for utilization review purposes if the injury involved in the claim is relevant to your treatment.
- If your psychotherapist has any reasonable suspicion that a child suffered maltreatment (including abuse and/or neglect), the law under the purview of mandated reporting requires a timely report be filed with the appropriate government agency.
- If your psychotherapist has reasonable cause to believe that a vulnerable adult has experienced maltreatment (including abuse and/or neglect), the law requires a timely report be filed with the appropriate government agency.
- If your psychotherapist has reason to believe that you or someone else is in imminent danger, your psychotherapist may be required by law to take protective actions to safeguard those at risk to include notifying potential victims, contacting law enforcement, seeking psychiatric hospitalization, and/or contacting family members or others who can provide protection.

In any of the contexts listed above occur, concerted efforts will be undertaken to discuss such matters with you before taking action. Any disclosures made will be limited to what is considered necessary.

In the event you attend group psychotherapy, you will be expected to keep communications and materials shared among members strictly confidential. There are limitations to preserving privacy within group psychotherapy, and we cannot be held responsible for a breach of confidentiality on the part of a group member.

While the outlined policies and procedures may prove beneficial in informing you about the parameters of confidentiality, it is important that you discuss any questions or concerns you may have with your psychotherapist now or in the future. The laws governing confidentiality can be complicated, and in cases where specific advice is warranted, formal legal consultation may be needed.

Additional information on confidentiality can be found in the document entitled *Notice of Privacy Practices*.

Parents & Minor Children

As a resident of Michigan, clients under the age of 18 years of age who are not emancipated and the individual's parents/legal guardians should be made aware of certain state laws that could impact treatment. Parents/legal guardians are allowed to examine their minor child's health records. Michigan clients over 14 years of age can consent to and control access to information pertaining to treatment; although, the treatment in question cannot extend beyond 12 sessions or 4 months in duration.

While privacy in psychotherapy is critical to fostering wellbeing (especially for adolescents), parental involvement can also be essential to successful treatment. Thus, it may be the policy of the psychotherapist to request an agreement from any client between 14 and 18 years of age and his/her parents/legal guardians to have the ability to share general information about progress in treatment and attendance with the client's parents/legal guardians.

The psychotherapists at Resilience Behavioral Health Group may have different approaches when providing psychotherapy to clients under 18 years of age, with policies potentially varying for those under 14 years of age and those between 14 and 18 years of age. Please directly inquire with the child's psychotherapist for more information.

There is the possibility that in some instances, the psychotherapist's ethical responsibility to the child may require intervention in conflicts between parents/legal guardians. By signing this document, you agree that the psychotherapist's involvement be strictly limited to practices that will benefit and are in the best interest of your child. This statement translates into meaning, among other things, that you will treat anything stated in sessions with the psychotherapist as confidential. Neither parent/legal guardian will attempt to use the child's treatment to gain advantage in court related matters.

You agree that if any legal proceedings are to occur, neither parent/legal guardian will ask the psychotherapist to testify in court, whether in person or by affidavit. You agree to instruct your attorneys not to subpoena the psychotherapist or reference anything that has been said in treatment in court filings.

If for any reason the psychotherapist is required by law to testify, the psychotherapist is ethically bound not to give any opinion about either parent's/legal guardian's custody or visitation suitability. If the psychotherapist is required to appear as a witness, the party responsible for the psychotherapist's engagement agrees to reimburse at a rate determined with the psychotherapist in advance for time spent traveling, report writing, testifying, being in attendance, and any other costs relevant to the case.

It should be reiterated, case stakeholders (including the client, the parent/legal guardian, and the psychotherapist) should explicitly discuss the parameters of psychotherapy and associated policies pertaining to privacy early on in the treatment process.

Contact

Similar to the vast majority of private practices, our psychotherapists are often not immediately available by phone or other forms of telecommunication. Our psychotherapists do not respond when actively with a client or otherwise unavailable due to professional or personal obligations. At these moments, you may leave a message on the confidential voicemail and your call will be returned as soon as possible.

If you are experiencing an emergency, please dial 911 or visit the nearest emergency room. If you are not experiencing an emergency but need to talk to someone right away, please contact the National Suicide and Crisis Lifeline by calling 988. You can also connect with someone locally by contacting the Northern Lakes Community Mental Health 24-Hour Crisis Line at (833) 295-0616.

Our psychotherapists will make every attempt to inform you in advance of planned absences. In certain situations, you may be provided with contact information for another psychotherapist on staff to seek assistance from until your psychotherapist is able to return. This accommodation may not always be feasible and will likely only be made available in cases of pronounced severity.

Other Rights

- You have the right to safe, considerate, and respectful care, without discrimination as to race, ethnicity, color, sex, gender, sexual orientation, age, religion, national origin, or socioeconomic status.
- You have the right to address sources of dissatisfaction or other issues that arise in treatment with your psychotherapist. You can be rest assured that such comments will be taken seriously and handled with integrity.

- You have the right to request a referral to another psychotherapist or provider.
- You have the right to end psychotherapy at any time for any reason.
- You have the right to ask your psychotherapist questions about any aspect of care. This right extends to learning more in regard to your psychotherapist's formal education, professional experience, specialized training, and areas of expertise.
- You have the right to expect that the psychotherapists at Resilience Behavioral Health Group will practice in an evidence-based manner and that the treatment offered is delivered in accordance with professional ethics and state and federal law.

Signed Authorization

1. I hereby authorize Resilience Behavioral Health Group and those otherwise associated with the organization in administering care (including employees, contractors, and agents) to provide outpatient psychotherapy (i.e., individual, couples, family, or group psychotherapy), psychological testing and evaluation, and related mental health services.
2. I acknowledge there are risks and benefits associated with engaging in psychotherapy and related mental health services including those detailed by Resilience Behavioral Health Group.
3. I understand that my participation in psychotherapy at Resilience Behavioral Health Group is completely voluntary.
4. I am aware of and agree to the appointment policies and procedures cited by Resilience Behavioral Health Group.
5. I accept the services rates and fees outlined by Resilience Behavioral Health Group and identify myself as the party financially responsible for payment.
6. I have read the *Notice of Privacy Practices* document and understand my rights and responsibilities as a client and the rights and responsibilities of Resilience Behavioral Health Group.
7. I hereby authorize Resilience Behavioral Health Group to file claims with my insurance company to receive benefit coverage for the outpatient mental health services provided to myself or dependent. I understand that claims will be submitted on behalf of Resilience Behavioral Health Group by a practice management company and offer permission that such procedures may be completed. I also understand that Resilience Behavioral Health Group cannot assume responsibility for accuracy in estimation of benefits or for the success of collecting reimbursement for claims filed with insurers.
8. I hereby authorize Resilience Behavioral Health Group to release Protected Health Information (PHI) as may be required by insurance companies, case management providers, billing service organizations, and/or other relevant entities to obtain benefits for charges incurred by myself or dependent. I acknowledge this may include quality

assurance reviews of my or my dependent's health record and that PHI may need to be submitted to the invested parties listed above.

Please provide information on the legal representative authorizing the *Informed Consent for Services Agreement* if someone other than the client. These be completed by the legal representative of any client under 18 years of age or considered an incapacitated adult.

By signing this *Informed Consent for Services Agreement*, you recognize having read the document, acknowledge understanding the content, and agree to the outlined terms and conditions.

Client First Name*

Client Last Name*

Legal Representative First Name*

Legal Representative Last Name*

Description of Legal Representative's Authority*

Signature of the Client or Legal Representative*

Date*

Please sign your full name.

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