

Informed Counseling Consent

Anna Orcutt, MEd, LPC, NCC, BC-TMH

Welcome

Welcome and thank you for choosing me, Anna Orcutt, to provide psychotherapy/counseling services. I strive to create a professional and supportive environment in which I help facilitate positive and healthy changes in my clients' lives. I am committed to providing high quality professional counseling services regardless of race, gender, religion, ability, and/or ethnic/national origin. My primary responsibility is to respect the dignity and promote the welfare of my clients; therefore, this document serves to explain my purpose, services, and limitations. If you choose to participate in counseling, I must have your signed permission. Your participation in counseling is voluntary and you have the right to decline. I can only provide counseling services in my areas of expertise and competency. We can discuss any questions you have at any time.

Risks/Benefits of Counseling

The counseling process may bring unpleasant memories or emotions to the surface, and there are no guarantees that counseling will work for every client. Clients sometimes make improvements, then backslide after a time. Progress may happen slowly. Counseling requires a very active effort on a client's part. In order to be most successful, clients will have to work outside of the counseling session and setting. Sometimes changes made by a client may have unexpected adverse impacts on his/her life. However, the many benefits to counseling include improving insight, developing coping skills, identifying triggers and risky behaviors, making effective behavioral and perceptual changes, reducing symptoms of mental health disorders, learning relationship skills, overcoming obstacles, and improving a client's overall quality of life.

Appointments

Appointments usually range 53-70 minutes in duration and occur as frequently as agreed upon by both the client and the counselor, per medical necessity criteria. If a client needs to cancel/reschedule a session, s/he may do so by calling or texting the therapist. Clients must provide at least 24-hours' notice to avoid charges. If a client misses a session without notification or notifies the counselor with less than a 24-hour notice, the client may be required to pay a cancellation fee or full-session price (see Fee Schedule). If a client has three missed appointments (no show, no call prior to absence), this will be considered non-compliance and treatment will be terminated. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, the client will be solely responsible for such charges.

Confidentiality

HIPAA is a federal law that provides privacy protections and patient rights about the use and disclosure of a client's Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. This counselor will make every effort to keep a client's confidentiality. If a client wants to have information released, s/he will be required to sign a consent form before such information will be released. There are some limitations to confidentiality. The counselor may consult with a supervisor or other professional counselor in order to give clients the best service. In the event that a counselor consults with another professional, no identifying information would be released. Counselors are required by law to release information when the client poses a risk to themselves or others and in cases of abuse to children, disabled persons, or the elderly. If a counselor receives a court order or subpoena, s/he may be required to release information. In such a case, the counselor will consult with other professionals and limit the release to only what is necessary by law. If a client is under the age of 14, his or her parents, custodian, or legal guardian have the right to be involved in his or her treatment without client consent. Individuals age 14 and up will need to sign a release of information for parents, custodians, or legal guardians to receive information. No release is needed for family members to *provide* information to the therapist.

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Record Keeping

Counseling is for therapeutic purposes only and is not intended for use in legal proceedings. Provider comments and records are not “for” or “against” individuals but are intended for treatment purposes. Client records will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. If the client wishes to have their records released, s/he is required to sign a release of information (specifying what information to release, to whom, and for what purpose). Releases of Information are active for one year and may be revoked by the client at any time. Records will be kept for at least 7 years and either by electronic means or as a paper file stored in accordance to HIPAA requirements.

Professional Fees

Clients are responsible for paying at the time of session unless prior arrangements have been made. Payments must be made by cash or by debit or credit card. Checks are not acceptable forms of payment. Clients will assume full responsibility for the bill regardless of what their insurance does or does not do and they are aware that failure to pay the bill will result in appropriate collections steps being taken and they would be responsible for the all the usual and customary fees associated with that. If a client refuses to pay a debt, this counselor reserves the right to use an attorney or collection agency to secure payment, and to refuse rendering future services (referrals will be made for continuity of care). Any attorney requiring confidential information on clients will be billed for the information released, the time required to compile the information, attorney fees for the clinician’s legal representation, and any material or postage necessary. The attorneys will also be billed for all court costs incurred. This will include preparation time, actual court appearance, and travel time. (A minimum of 3 hours will be billed for the court appearance and travel time.) The fee involved for these services will be \$100 per hour. The sliding fee scale does not apply when Legal Proceedings are involved. In the event that the attorney fails to pay for these services, the balance due will be the responsibility of the person or persons signing the agreement.

Third-Party Payers

If a client has health insurance coverage, his or her plan may provide some level of coverage for mental health treatment, such as the psychotherapy services provided by this licensed counselor. Though this counselor will assist clients in ascertaining information about benefit coverage, filing claims, and collecting reimbursement, it is ultimately the client’s responsibility to know his or her applicable benefit coverage, to cooperate with claim disputes and resolution, and to notify providers if/when insurance policies and benefits change. Any copays, deductibles, or balances must be paid in full by debit or credit card or cash before services can be rendered.

Clients should be aware that third-party payers may require pre-authorization of services, as well as certain confidential information, such as diagnoses, to cover the services, per benefit contract. Counselors may be required to provide additional clinical information to third-party payers, and third-party payers reserve the right to audit/inspect charts at any time to verify services rendered meet reimbursement criteria. By signing this Agreement, the client is stating if s/he chooses to utilize benefits through a third-party payer, s/he understands the potential access to his or her confidential information by third-party payers and agrees to allow this counselor to provide the confidential information required by the third-party payer to cover services. If a client fails to cooperate with benefit requirements, such as pre-authorization, or assist in the resolution of insurance denials or required information, the client may be responsible for **full payment** of the counseling service fee.

Contacting Me

I am often not immediately available by telephone so you may leave a message on my confidential voice mail. Your call will be returned at the earliest convenience. If you feel you cannot wait for a return call or it is an emergency situation, you may choose to go to a local hospital, call your psychiatrist/doctor, call 911, or call the Crisis Center at 205-323-7777 to speak with a live person.

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Some clients may choose to use technology as part of their counseling treatment or preferred method of contact. This includes, but is not limited to, the use of telephone, e-mail, and/or text messaging. Due to the nature of online contact, there is always the possibility that unauthorized persons may attempt to discover a client’s personal information. The therapist will take every reasonable precaution to safeguard client information, but cannot guarantee that unauthorized access to electronic communications will not occur. Clients are advised to take precautions with regard to authorized and unauthorized access of their electronic devices, to be aware of any friends, family members, significant others, co-workers, etc. who may have access to intercept or view correspondences or other such confidential information. See end of document for ability to choose communication preferences.

In order to maintain professional integrity, our contact must be limited to treatment and scheduling purposes. If I see you in another setting, I will protect your confidentiality by not initiating any interaction or acknowledgment, however if you choose to initiate interaction, know you risk waiving some degree of your confidentiality. I must not befriend clients through social media nor facilitate a social relationship. These guidelines are based on the American Counseling Association (ACA) Code of Ethics, and are for the client’s protection.

Coordination of Care

This provider requests permission to communicate with other providers (including psychiatrists, other psychotherapists, or other prescribers of psychotropic medications) rendering mental health services to a client, as well as an emergency contact. This is for coordination of care purposes, consent is valid for one year, and clients have the right to revoke this authorization by means of a written notice delivered personally or mailed to 1116 23rd Street South, Birmingham, AL, 35205. This request may be denied, but refusing to consent may result in this provider referring the client for treatment by another provider.

Psychiatric Provider name and contact info: _____

Medical name and contact info: _____

EMERGENCY contact name and info: _____

Consent to Counseling

Our signature below indicates that we have read and understood this Agreement and agree to its terms and that I received the attached Fee Schedule and HIPAA statement.

Client Signature

Date

Provider Signature

Date

Preferred methods of communication (check one choice for each mode of communication):

Phone calls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Emails	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Text messages	<input type="checkbox"/> Yes	<input type="checkbox"/> No	** Texts are NOT HIPAA secure **