Elevation COUNSELING

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Policies and Informed Consent for Treatment

Name ______________________ Date of Birth ______________________

Welcome and thank you for considering Elevation Counseling for your mental health needs. This document contains important information about our professional services and business policies. The policies and terms of this consent applies to both Elevation Counseling and your specific provider.

Your Mental Health Provider: Your individual therapist is an independent contractor providing services to you pursuant to their agreement with Elevation Counseling, LLC. Your therapist is a fully independently licensed mental health professional with one of the following active New Mexico licenses: LPCC, LCSW, LMFT, LP. Your therapist has no restrictions on his or her license and, as an independently licensed therapist, does not require supervision.

Confidentiality: In general, discussions between a therapist and a client are confidential. No information will be released without the client's written permission unless mandated or permitted by law. Possible exceptions to confidentiality *include but are not limited to* the following situations: abuse or sexual exploitation; court orders or subpoenas; situations where the therapist has a duty to disclose or where, in the therapist's judgment, it is necessary to warn, protect, notify or disclose; information required by health insurance companies, Medicaid or others related to payment or authorization for health services; to employees or agents of Elevation Counseling for operational purposes; to regulatory authorities in connection with compliance responsibilities; for treatment consultations with other mental health professionals when deemed necessary; to your primary care provider or other mental health provider for the purposes of continuity of care; and for fee disputes, licensing board complaints, or lawsuits between the client and the therapist or Elevation Counseling. **For further information review the notice of privacy practices provided to you.**

By signing this Policies and Informed Consent for Treatment form below, **you are giving consent to the therapist and Elevation Counseling to share information** with all persons mandated or permitted by law, with the agency that referred you, and the managed care company, Medicaid, and/or insurance carrier responsible for your health services and payment for your health services, and you are also releasing and holding harmless the therapist and Elevation Counseling for any departure from your right of confidentiality that may result.

Length of Sessions: Sessions often last 45 - 50 minutes but will vary depending on clinical needs. Therapists typically only see a client once a day.

Payment Policy: If you are insured, you agree that Elevation Counseling will bill the insurance company and will accept payment from your insurance company at their rates for the services. You agree that any insurance carrier with whom you have a policy shall direct to Elevation Counseling any benefits and payments related to services rendered to you by Elevation Counseling providers. You authorize and consent that Elevation Counseling may provide your insurance company with any and all necessary information, including therapist notes, requested in connection with its review and consideration of the claim for payment of benefits. **You are responsible for payment of all charges not covered by insurance, and any and all co-pays, coinsurance, deductibles, and any other payments are due**

at the time of service. If you have commercial insurance or pay out of pocket, you agree to have a credit card on file with Elevation Counseling which you agree to be charged for any payments due (including missed appointment charges). If insurance is terminated or benefits are reduced for any reason, you acknowledge that you are responsible for the entire cost of the session as well as any remaining balance on your account. Returned checks will require the bank fee of $37 in addition to amount owed.

Cancellation Policy: There is a **$55 fee** for appointments missed or cancelled with **less than 24 hours notice, or by Friday for Monday appointments.** You agree that the cancellation fee will be charged to your credit card on file, collected at the next appointment or you will pay upon receipt of an invoice. When sessions are canceled with less than 24-hours notice, your counselor will not be able to fill that time slot and will not be paid for their time. Multiple late cancellations or no-shows (except in cases of emergency) can result in termination.

By initialing below I indicate that **I am aware of and will abide by the payment and cancellation policies** of Elevation Counseling.

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Text and Email Communication: There are inherent privacy and confidentiality risks with text and email communications. If you need to contact your therapist and choose text or email communication, email the office at office@elevationcounseling.com or text to 505-888-1686. **Do not share protected health information by email or text, and any therapy related questions or issues will not be addressed in email but will be dealt with during your next therapy sessions.** If you choose to communicate via electronic means you are fully aware of the risks and agree to hold Elevation Counseling harmless for any resulting damages.

Emergencies: In case of a life threatening emergency, call **911** immediately. For mental health crisis the **New Mexico Crisis line** is available 24/7 at **1-855-NMCRISIS (662-7474).**

Relationship: In order to have successful therapy, the relationship with your therapist is to be strictly professional and therapeutic. Personal/business relationships undermine the effectiveness of the therapeutic relationship. You agree not to attempt to contact your therapist outside the scope of therapy, give gifts, seek to spend time together socially, seek to connect via social media, or create any other kind of dual relationship with your therapist. if your therapist encounters you in a publi setting, in order to protect your health information the therapist will not acknowledge you unless addressed by you first.

Involvement in Treatment Plan: You and your therapist will discuss the goals, purposes and techniques of your therapy. You agree to communicate any questions or concerns you may have regarding the treatment recommended by your therapist and to communicate your input at the time the treatment plan is made and when it is revised from time to time.

Audio or Video Recordings: You acknowledge, and by signing this form, agree that neither you nor the therapist will record (audio or video) any sessions without the prior mutual written consent of the therapist and client.

Court Related Services: Elevation Counseling does not provide or perform evaluations for custody, visitation or other forensic matters. Therefore, it is understood and agreed that Elevation Counseling cannot and will not provide any testimony or reports regarding issues of custody, visitation or fitness of a parent in any legal matters or administrative proceedings. Elevation Counseling is not an authorized organization to work with probation, pre-trial services, or CYFD.

If Elevation Counseling is contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) **you agree to and acknowledge the following**:

- Elevation Counseling charges a $500 retainer prior to any preparation or attendance of legal proceedings.
- Elevation Counseling charges $100/hour to prepare for and/or attend any legal proceeding and for all

court related services.

- Charges for court related services are not covered by insurance.
- Court related services include: talking with attorneys, preparing documents, traveling to court, depositions and court appearances.
- If the court or attorneys do not pay our fee, you will be charged for the time your therapist spends responding to legal matters
- You will also be charged for any costs Elevation Counseling incurs responding to attorneys in your case, including but not limited to fees Elevation Counseling pays for legal consultation and representation by our attorneys.

Marital or Joint Therapy: If you participate in marital or joint therapy, by signing this form you consent for Elevation Counseling to maintain a single case file for all joint sessions and to release all information contained in the file related to joint sessions upon request by a participant.

Complaints and Appeals: If you carry insurance and you have an issue with your care, you have the right to file a complaint or appeal. Some examples of a complaint are: The care you receive from an Elevation Counseling provider; The time it takes to be seen by a provider; Rude or inappropriate behavior by a provider or staff. An appeal can be filed when you do not agree with your insurance company's decision on payment. Elevation Counseling cannot take any negative action against you for filing a complaint or an appeal. If you need to file a complaint with Elevation Counseling, you can contact Elevation Counseling's Director of Operations at 505-888-1686 or office@elevationcounseling.com.

Rights and Responsibilities: If you are insured, you have rights and responsibilities with your insurance. You have the right to:

- Get the facts about your insurance and my insurance company's services
- Be provided information about in-network providers
- Have privacy and be treated with respect
- Help make decisions about your care. You may refuse treatment.
- Receive a copy of your medical records, as allowed by law
- Request a change or correction to your medical records
- Discuss your treatment options with your provider in way you understand
- Voice any complaints or send in appeals about your insurance provider or the care you were given
- Use your member rights without fear of adverse results
- Receive the member rights and responsibilities each year and suggest changes

You have the responsibility to:

- Give all the facts that my insurance providers and your providers need to care for you
- Know your health problems and take part in the joint decisions about treatment planning
- Keep appointments and be on time. If you are going to be late, call to let your provider know.

Behavioral Health Advance Directive: Behavioral Health Advance Directives (setting out where to receive care and what treatments you are willing to undergo in a mental health crisis) are available to anyone who is 18 years of age or older. Would you like additional information about this. **Please choose:** ○ **Yes** ○ **No**

Consent to Treatment

I, ______________________________, voluntarily agree and consent to receive (or agree for my child to receive) mental health assessment, care, treatment or services, and authorize an independent contract behavioral health provider of Elevation Counseling to provide such care, treatment, or services as are considered necessary and advisable.

I understand that I will participate in the planning of my (or my child's) care, treatment, or services and that

I may stop such care, treatment or services at any time.

I understand that I am consenting and agreeing to only those services that the provider is qualified to provide within the scope of the provider's license, certification, and training. If the client is under the age of 14 or unable to consent to treatment, I attest that I have legal custody of this individual and am legally authorized to initiate and consent to treatment on behalf of this individual.

By signing this Consent Form, I, the undersigned client (or parent) acknowledge that I have read this Policies and Informed Consent for Treatment document, understood, and agree to be bound by all the terms, conditions, and information it contains. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

_______________________________________ _________________

Client or Parent/Guardian Signature Date