

Policies and Informed Consent for Treatment and Patient Bill of Rights

Name of Client

Date of Birth

This document contains important information about our professional services and business policies. The policies and terms of this consent apply 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 or as set forth in this agreement. 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, billing, or scheduling 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. Also, if you see more than one Elevation Counseling therapist or if you choose to switch from one Elevation Counseling therapist to another therapist contracted with Elevation Counseling you consent that each treating therapist may have access to your client file without a separate authorization. **For further information review the notice of privacy practices provided to you.**

By signing this "Policies and Informed Consent for Treatment" form, **you provide consent to the therapist and Elevation Counseling to share information** with all persons mandated or permitted by law, with the agency that referred you, with Elevation Counseling staff, other treating or consulting Elevation Counseling therapists, 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.

Check to indicate your understanding of the confidentiality and information sharing policies of Elevation Counseling outlined above.

Length of Sessions: Sessions often last 45 - 60 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 the amount owed. Services may be terminated for non-payment of services if you have been made aware of the failure to pay and been given an opportunity to make a payment arrangement (unless you are not in an acute crisis situation requiring temporary continuation of services).

Assignment of Benefits: You agree to the following "I authorize my insurance company to pay directly to Elevation Counseling all medical benefits for payment of services rendered. I also authorize Elevation Counseling to endorse any checks received on my behalf for payment of services provided. I hereby irrevocably assign to Elevation Counseling all benefits under any policy of insurance, indemnity agreement, or any collateral source as defined by statute for services provided to me by Elevation C. This assignment includes all rights to collect benefits directly from my insurance company and all rights to proceed against my insurance company in any action, including legal suit, if for any reason my insurance company fails to make payment of benefits due. This assignment also includes all rights to recover attorney's fees and costs for such action brought by the provider as my assignee."

Cancellation Policy: 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. There is a **\$55 fee** for appointments missed or canceled with **less than 24 hours notice, or by Friday for Monday appointments** (where such fees are permitted). 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. After two no-shows or late cancellations (except in cases of emergency) your regular scheduled spot will be removed and you will be placed on a cancellation schedule (you will be offered open spots as they come up).

Check to indicate your awareness of \$55.00 fee for late cancellations and no-shows where permitted by insurance (not permitted by Medicaid), and removal from your therapist's regular schedule, and that you abide by the payment and cancellation policies of Elevation Counseling.

Termination of Services or Referral: You or your therapist may decide to terminate services or refer to another therapist if any of the following occurs: Client chooses to terminate services or self-refer to another therapist; Client has mental health needs that are beyond the therapist's area of expertise; Therapist is unable or unwilling, for appropriate reasons, to continue to provide care (e.g., the therapist is retiring/closing practice or client threatened therapist with violence); Conflict of interest is identified after treatment begins; Client fails to make adequate progress toward treatment goals or fails to comply with treatment recommendations; Client fails to participate in therapy (e.g., non-compliance, no shows, or cancellations); Client's non-payment of fees (if not in crisis); Lack of communication/contact from the client. Referrals will be provided if a referral to another provider or agency is recommended. If your therapist and Elevation Counseling do not have contact or communication from you for a period of 30 days, we will assume that you no longer intend to remain active in the therapeutic relationship and your case will be closed. You can return to therapy in the future if you decide to continue treatment.

Records Policy: Treatment records are maintained in a HIPAA-compliant digital records management system. The client has the right to request copies of their own treatment records, with a few exceptions. Records are: stored following termination of services to ensure reasonable future access; maintained in accordance with federal and state laws and statutes such as licensure laws and policies governing records; and disposed of in a manner that protects client confidentiality after the retention period required has elapsed. In the event of the termination of the practice, incapacity, or death of a provider, Elevation Counseling will appoint a records custodian when identified as appropriate.

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. 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 with Elevation Counseling or your therapist via electronic means you are fully aware of the risks and agree to hold Elevation Counseling harmless for any resulting damages.

Appointment Reminders: Elevation Counseling sends out automated appointment reminders before your scheduled appointment as a courtesy to clients. With any electronic communication there are risks involved. By authorizing appointment reminders and scheduling-related email and text communications, you acknowledge those risks and acknowledge that Elevation Counseling has no control over who might see any messages once they are sent, even though they are sent to the number or email you designate.

Initial to acknowledge the inherent risk in email and text communication regarding appointments: _____

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 with your Therapist: 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 public 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.

Authority to Provide Consent: If you are signing this form on behalf of a minor or someone under guardianship, you affirm that you have full legal authority to consent to mental health treatment as the parent or guardian and will defend, indemnify, and hold harmless Elevation Counseling and its assigns for any damage that results from you providing consent. Any limitations with respect to your authority to consent to any treatment, including any custody agreements or guardianship grants must be communicated in writing to Elevation Counseling.

Litigation, Mandated, Reporting, or Court-Related Services: Elevation Counseling does not provide

therapy for the purposes of litigation, or perform evaluations for custody, visitation, court-ordered therapy, or forensic matters. Therefore, it is understood and agreed that Elevation Counseling cannot and will not provide any testimony or reports regarding litigation, 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. Because Elevation does not provide therapeutic services in cooperation with or collaboration with NM CYFD, Probation and Parole, SSDI/SSI, Child custody evaluations, or for legal disputes, should the need arise for this type of collaboration or reporting, Elevation will make recommendations to agencies or other providers able to help in this regard.

If Elevation Counseling is contacted by an attorney regarding your treatment or for any litigation (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.

Initial here to acknowledge and agree that Elevation Counseling does not provide services for the purpose of litigation, or evaluations or reports for probation, pre-trial services, CYFD, FMLA, custody, etc. and that you are not seeking treatment for those purposes

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.

Patient Bill of Rights and Patient 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 your insurance company's services
- Be provided information about in-network providers
- Have privacy and be treated with dignity and respect of your individuality in a safe environment, free of threat and harm.
- Get the information you can understand about your diagnosis, and the risks, benefits, prognosis and

choices of treatment.

- Participate in making decisions about your care and treatment.
- Refuse treatment to the extent permitted by law
- Receive a copy of your medical records, as allowed by law
- Request a change or correction to your medical records
- 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
- Receive the healthcare you need regardless of your race, creed, age, color, beliefs, national origin, gender, gender identity, sexual orientation, religion, disability, marital status, or source of payment.
- Have qualified interpreter services available if you do not understand or speak English.
- Request assistance if you are vision and/or hearing impaired.
- Express your religious and cultural beliefs as long as the exercise of these beliefs does not harm others or interfere with the medical treatment or the rights of others.
- Sign an advanced directive so your providers know what care you want if you should be near death and unable to communicate your wishes.
- Decide who can make decisions about your care and treatment if you aren't able to communicate your wishes.
- File a dispute or grievance for any issues like care or access that you haven't been able to resolve with your provider. You can file a grievance by calling: The NM Department of Health at 1-800-752-8649 • Or the Joint Commission at 1-800-994-6610 You may also contact the Department of Health by mail at: New Mexico Department of Health, Division of Health Improvement, Incident Management, P.O. Box 26110, Santa Fe, NM 87502-6110.
- Get an explanation of your bill and the services provided to you.

You have the **responsibility** to:

- Give all the facts that your 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.
- Sign a consent for treatment, except in emergencies.
- Treat other patients, staff and the property of others with respect.
- Ask questions or request more information when you do not understand information or instructions.
- Follow your treatment plan, or tell your healthcare team member why you cannot follow it.
- Tell your provider about any changes in your health.
- Cancel appointments you cannot keep.
- Meet your financial obligations.

I have reviewed the above-listed **Patient Bill of Rights and Responsibilities**. _____

Behavioral Health Advance Directive: Behavioral Health Advance Directives are documents that you may fill out and sign that state what treatments you are willing to undergo if you are having a **mental health crisis**. These forms are available to anyone who is 18 years of age or older and will be kept in your chart and shared with other providers.

Would you like to receive additional information about creating a Behavioral Health Advance Directive? Please choose: Yes I want info about Advanced Directives No I Do not need info at this time

Consent to Treatment and Acknowledgment of Patient Rights and Responsibilities:

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 it, 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.

Full Name of Person Signing this Consent (self or guardian)

Client or Parent/Guardian Signature

Date