



# NorthPoint

**PROFESSIONAL COUNSELING**

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## **NorthPoint Professional Counseling** Informed Consent Services Agreement

This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment and health care operations.

The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at that time. When you sign the signature page at the end of this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **COUNSELING/THERAPY SERVICES**

Participation in therapy can result in a number of benefits to you (and/or your child), including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Counseling/therapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior.

Your therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During therapy, remembering or talking about unpleasant events, feelings, or thoughts can at times result in your experiencing uncomfortable feelings such as anger, sadness, worry, fear, etc.

Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Therapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that counseling will yield positive or intended results.

During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. Initially we will focus on evaluating your needs. By the end of the evaluation, we will be able to offer you some impressions of what our work will include and a plan for treatment. If you have questions about the procedures employed by your counselor/therapist, please discuss with them whenever they arise.

NorthPoint Professional Counseling offers counseling services to individuals who may elect to integrate Christian principles into the process of resolving personal issues. While some of our therapists come from a Biblical-centered understanding of people, each has a unique background and training. We encourage you to discuss with your counselor/therapist his or her background and training before you proceed with counseling in order to ensure that you are comfortable and confident with him or her.

## **MEETINGS**

Once counseling/therapy has begun, we will usually schedule appointments every week or every other week, though this can vary depending on what issues you are working on and whether or not you are in crisis. A crisis may necessitate more frequent appointments. Sessions are typically 45-55 minutes in length at a time we agree on, although some sessions may be longer. Once an appointment hour is scheduled, you will be expected to pay the therapist's full fee unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

## **PROFESSIONAL FEES**

At the time of your intake, the counselor/therapist will discuss his or her fees with you. Payment is due at the time of each appoint. Upon request, you will receive a receipt for each session which you may use to submit to your insurance company for possible reimbursement.

Your counselor/therapist may also charge you for other professional services you may need, and will let you know verbally or in writing what the fee will be before providing the service. No fee for non-therapy services will ever be charged without your knowledge and approval ahead of time. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request.

If you become involved in legal proceedings that require participation by your counselor/therapist, you will be expected to pay for all of the therapist's professional time, including preparation and transportation costs, even if the therapist is called to testify by another party.

### **CONTACTING YOUR THERAPIST**

Due to differing work schedules, your therapist may not be immediately available by telephone. Our policy is to return all calls made during the business day within twenty-four hours. Your therapist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave the best times when you will be available. Confidentiality of E-mail, Cell Phone and Faxes Communication: Some therapists may on occasion be willing to have you contact them, or they may contact you via email and/or cell phones. It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Because of this, you should use extreme caution in email and limit the discussion of any personal information to a minimum when using email and/or cell phones to communicate with your therapist. E-mails, in particular, are vulnerable to unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please do not use e-mail or faxes for emergencies. On occasion we may mail out or email you information regarding upcoming programs.

In emergencies, please contact your family physician, call 911 or go to the nearest emergency room. You should also leave a message on our voice mail at (800) 773-0514 and we will do our best to return your call as soon as possible. However, you should not wait for us to return your phone call. As a private practice, we are unable to provide emergency crisis intervention. If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague for you to contact, if necessary.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a Counselor/therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows: Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together. All consultations will be noted in your Clinical Record (which is called "PHI" in the attached Notice of Privacy Practices used to protect the privacy of your health information).

- On occasion we may mail out or email you information regarding upcoming programs.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. There are some situations where we are permitted or required to disclose information without either your consent or Authorization:
  - If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the counselor/therapist-patient privilege law. We cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
  - If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
  - If a patient files a complaint or lawsuit against the psychologist, the psychologist may disclose relevant information regarding that patient in order to defend themselves.
  - If we are being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, we must, upon appropriate request, provide information necessary for utilization review purposes. There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are very rare.
  - If we have reasonable cause to suspect child abuse or neglect, the law requires that we file a report with the Family Independence Agency. Once a report is filed, we may be required to provide additional information.
  - If we have reasonable cause to suspect the "criminal abuse" of an adult patient, we must report it to the police. Once a report is filed, we may be required to provide additional information.
  - If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and psychotherapists are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your (or your child's) life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record, if you request it in writing (except in unusual circumstances where disclosure could or would physically endanger you and/or others; or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person; or where information has been supplied confidentially by others). Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. If your request for access to your records is refused, you have a right of review (except for information supplied confidentially by others), which we can discuss with you upon request.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting an amendment to your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice of Privacy Policy form which discusses our privacy policies and procedures. Your therapist will be happy to discuss any of these rights with you.

## **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. They should also be aware that patients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in counseling/therapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our policy to request an agreement from any patient between 14 and 18 and his/her parents allowing the therapist to share general information with parents about the progress of treatment and the child's attendance at scheduled sessions.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon,

we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

**INSURANCE REIMBURSEMENT**

For professional services provided we accept cash, check, debit and most major charge cards. If requested a receipt will be given to you so that you can submit to third party payment sources (your insurance provider) for possible reimbursement.

**CLIENT CONSENT TO TREATMENT**

I have read and received the Notice of Privacy Policies form and the Counseling/Therapy Services Agreement carefully; I understand them and agree to comply with all of the policies and procedures described in these documents.

\_\_\_\_\_  
Client #1 Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client #2 Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor/Therapist Signature

\_\_\_\_\_  
Date