



Lillybrook

In Times of Struggle, We Are Here

Client name: _____ Acct number: _____

Consent to Treatment, Privacy Practices, and Payment Policies Agreement

I have voluntarily entered into treatment or given my consent for the minor or person under my legal guardianship, at Lillybrook Counseling Services, hereafter referred to as the practice. Further, I consent to have treatment provided by a psychologist, social worker, counselor, or intern. I understand that either party may discontinue the therapy at any time. The practice encourages that this decision be discussed with the treating psychotherapist, as it will help facilitate a more appropriate plan for discharge.

ALTERNATIVE COMMUNICATION POLICY:

Lillybrook Counseling Services and/or any staff, employee, or contractor of Lillybrook Counseling Services may choose to communicate via email and/or text message in addition to telephone calls. As much as possible email is secure and protected though encryption but is not without some risk. Text messaging does not provide the same level of security and encryption and therefore is a higher risk to your confidentiality. ***Additionally, neither text messaging nor email should ever be used for emergency purposes. In the event of an emergency please call 9-1-1 or go to the nearest emergency room.***

If you or your therapist choose to communicate via email or text messages, the content of said message may be only for the purpose of appointment scheduling and canceling, the transmission of data (e.g., worksheets, records when a release of information has been signed), or other general communication. ***ALL URGENT MATTERS MUST BE ADDRESSED VIA TELEPHONE AT (248)250-6620. If you have an emergency, during or after business hours, call 9-1-1 or go to the nearest emergency room.***

Text messaging

Text message communication can be sent to (248)834-3577. This is a centralized number and messages will be received by support staff NOT your therapist. Messages can be seen by anyone that manages the phones for Lillybrook Counseling Services. Messages will be delivered to the appropriate therapist as needed. Text messaging should be used exclusively for the purpose of making or changing an appointment. ***Text messages should never be used for emergency purposes.*** Text messages sent to any number other than (248)834-3577 are not the responsibility of Lillybrook Counseling Services and therefore company policies and procedures cannot be guaranteed. Lillybrook Counseling Services does not monitor personal devices and therefore cannot ensure security measures are followed on personal devices. However, if you'd like to text with your individual therapist, please communicate with them about your security and privacy on their respective devices as the general standards for text messaging do not include encryption by either carrier (e.g., AT&T) or device (e.g., iPhone). Additionally, any calls made to any number other than the office number (248)250-6620 are under the same provisions, protections, and policies as text messages.

Email

Email communication can be sent directly to your therapist. Emails are encrypted and secure. Ask your therapist for their email address to communicate via email. ***Emails should never be used for emergency purposes.*** Email communication is intended for the purpose of making or changing appointments, treatment coordination, as well as sharing of documentation when appropriate. Additionally, appointment reminders will be sent via email if you would like to receive appointment reminders.

Your therapist is often not immediately available for contact. We make every effort with support staff to field non-emergent issues and to provide follow up as needed. However, when they, or your therapist are not available, calls are answered by our voicemail that is frequently monitored. We will make every effort to return your call the same day you make it, excluding holidays and weekends. If you are difficult to reach, please inform us of sometimes when you will be available. If you are unable to reach us and feel that you can't wait for a return call, please either go to or consult with the

nearest emergency room. If your therapist or the office will be unavailable for an extended time, you will be provided with the name of a colleague to contact in our absence.

Website

Lillybrook Counseling Services can be contacted via the website at www.lillybrookcs.com or www.lillybrookcstroy.com. Contacts through the website will be delivered to a centralized but secure mailbox and will be distributed to the appropriate individuals. No contact for emergency purposes shall be made via the website. Someone will follow up with you as quickly as is possible. Messages sent via the website remain stored on the website in a private, password protected account.

Online Booking

Through the client portal, which you are set up with upon scheduling your intake, you are able to make, change, or cancel appointments. Any issues related to appointment scheduling or cancelling will be addressed by your therapist or a representative of Lillybrook Counseling Services as quickly as is possible. The online patient portal may be utilized for cancelling and rescheduling appointments. Appointments scheduled via the online portal have to be approved by support staff/therapist before they are considered confirmed. All efforts will be made to accommodate the requested appointment however, the requested appointment day and time cannot be guaranteed prior to confirmation with Lillybrook Staff.

Voicemail

Lillybrook Counseling Services utilizes a Voice Over Internet Protocol (VoIP) telephone service. This allows calls to be received on multiple devices (i.e., computer, mobile phone). Additionally, voicemails are saved in audio format (mp3/WAV) and sent to the individual email address of the extension where the voicemail was left. All devices utilized in the management of the telephones and voicemail are password protected.

In the event you have any issues with alternative forms of communication or wish to opt out of all alternative forms of communication you can call (248)250-6620 during normal business hours or you can notify your therapist.

My signature at the end of this document indicates that I have read, understand, and intend to follow the policies documented herein.

CANCELLATION OF APPOINTMENT POLICY: A client may cancel an appointment by calling (248)250-6620 or text messaging (248)834-3577 24 hours a day, however, calls and texts will be returned during normal business hours. Additionally, cancellations can be made via email to your therapist or at **contact@lillybrookcs.com**. **YOU MUST CANCEL AT LEAST 24 HOURS IN ADVANCE.** Failure to do so will result in a fee of \$75 billed to you and not your insurance company if insurance is covering services. Exceptions can be made at the discretion of your therapist and/or the clinical director.

In the event that you are late, you will be seen upon your arrival and your appointment time will be reduced by the amount of time you were late. However, if you're more than 20 minutes late, your appointment will be cancelled, and you will be assessed the \$75 late cancellation fee. Exceptions can be made at the discretion of your therapist and/or the clinical director. In the event that your therapist is late, your full appointment time will be honored as soon as your therapist is available.

NON-VOLUNTARY DISCHARGE FROM TREATMENT: A client may be terminated from the practice non-voluntarily, if: A) the client exhibits physical violence, verbal abuse, carries weapons, or engages in illegal acts at the practice, and/or B) the client refuses to comply with stipulated center rules, refuses to comply with treatment recommendations, or does not make payment or payment arrangements in a timely manner. The client will be notified of the non-voluntary discharge in person and/or by letter. The client may appeal this decision with the practice owner or request to re-apply for services at a later date.

Service will be terminated if you are referred to a higher level of care (e.g., hospitalization, day hospital, residential program, etc.) or are incarcerated. You may request to reengage in treatment once you have completed the other services.

In addition, you have been given a copy of our program rules. Any explicit or implicit violation of said rules could result in a termination of services.

PSYCHIATRY SERVICES: I understand during treatment at the practice, psychiatric services may become necessary, and Lillybrook Counseling Services does not provide psychiatric interventions. If psychiatric services are a part of or become a part of my treatment, I will notify my therapist and sign the appropriate releases of information in order for my therapist to communicate with my treating psychiatrist.

RECIPIENT'S RIGHTS: I certify that I have received the Recipient's Rights pamphlet and certify that I have read and understand its content. A full copy is placed in the waiting room as well as available online at https://www.michigan.gov/mdhhs/0,5885,7-339-71550_2941_4868_4901-16988--,00.html. I understand that as a recipient of services, I may get more information from the Recipient's Rights Advisor: Joe Lilly, LMSW.

CLIENT NOTICE OF CONFIDENTIALITY: Federal and/or State laws and regulation protect the confidentiality of client records maintained by the practice. Generally, the practice may not verify treatment for mental health or substances abuse services unless: 1) the client consents in writing, 2) the disclosure is allowed by a court order, 3) the disclosure is made to medical personnel in a medical emergency, 4) the disclosure is for the suspected abuse of a child or the elderly, or 5) to qualified personnel for research, audit, or program evaluation. (See 42 U.S.C. 290dd-2 for federal law and 42 C.F.R. Part 2 for federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records.)

Federal and/or State law and regulations do not protect any information about a crime committed by a client either at the practice, against any person who works for the practice, or about any threat to commit such a crime. Federal law and regulations do not protect any information about suspected child abuse or neglect, or adult abuse from being reported under Federal and/or State law to appropriate State or Local authorities. Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful. It is the practice's duty to warn any potential victim when a threat of harm has been made. In the event of a client's death, the spouse or parents of a deceased client have a right to access their child or spouse's records. Professional misconduct by a health care professional must be reported by other health care professionals, in which related client records may be released to substantiate disciplinary concerns. Parents or legal guardians of non-emancipated minor clients have the right to access the client's record. Billing purposes will be contracted through Health Care Connect, whom the practice has entered into, and has a Business Associate Agreement with, and whom is subjected to the laws and regulations of the Health Insurance Portability and Accountability Act. When fees are not paid in a timely manner (unpaid balances over 120 days), a collection agency, Congress Collections, may be given appropriate billing and financial information about the client, not clinical information, for the purpose of pursuing collection.

My signature below indicates that I have been given a copy of my rights regarding confidentiality. I permit a copy of this authorization to be used in the place of the original.

PRIVACY PRACTICES: THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. We are required by law to maintain the privacy of protected health information and must inform you of our privacy practices and legal duties. **You have the right to obtain a paper copy of this notice upon request. We are required to abide by the terms of the Notice of Privacy Practices that is most current. We reserve the right to change the terms of the Notice at any time. Any changes will be effective for all protected health information that we maintain. The revised Notice will be posted in the waiting room. We have a designated Privacy Officer to answer your questions about our privacy practices and to ensure that we comply with applicable laws and regulations. The Privacy Officer also will take your complaints and can give you information about how to file a complaint. Our privacy Officer is Joe Lilly, LMSW. You can contact the Privacy Officer at (248)250-6620.**

We may use information in your record to provide treatment to you. We may disclose information in your record to help you get health services from another provider, a hospital, etc. We may disclose your information in cases of emergency and/or situations of imminent risk. We may use or disclose information from your record to obtain payment for the services you received including banking (checks, bank postings, credit card processing via Square, and insurance claims. For example, we may submit your diagnosis with a health insurance claim in order to demonstrate to the insurer that the service should be covered as well as your copay would be processed and would include protected health information such as your name and address, unless the payment was made via cash.

Lillybrook Counseling Services asks for permission for the use of your first name for the purpose of supervision and case consultations. It may occasionally be helpful to consult with other professionals. During a consultation, every effort is made to avoid revealing your identity. The consultant is also legally bound to keep the information confidential. As needed, I will tell you about these consultations.

By signing this form, I agree to provide said permission for the use of my first name.

There are limits to security and confidentiality though every effort is made to protect your health information. Lillybrook Counseling Services utilizes many electronic or digital services to provide services including internet, telephone, electronic medical records, email, text messaging, and cloud storage. Your data may be stored in any number of these apps, products, or services. Where appropriate and available, secure measures are taken including password protection and encryption however, these are not always available. Please know that there are risks and in the event of a data breach Lillybrook Counseling Services will notify you as soon as possible.

By signing this form, I acknowledge these risks and agree with the policies and procedures set forth by Lillybrook Counseling Services.

There is a two-way expectation of privacy for services at Lillybrook Counseling Services. In consideration of electronic devices and capabilities you are asked to refrain from recording sessions in any form without the expressed written consent of all parties involved. Failure to follow this policy will result in termination.

My signature below indicates that I agree to follow this policy.

Your rights: You may ask us to restrict the use and disclosure of certain information in your record that otherwise would be allowed for treatment, payment, or health care operations. However, we do not have to agree to these restrictions. You have the right to receive confidential communications from us. For example, if you want to receive bills and other information at an alternative address, please notify us. You have a right to inspect the information in your record. This may be subject to certain limitations and fees. Your request must be in writing. You have the right to complain to us about our privacy practices (including the actions of our staff with respect to the privacy of your health information). You have the right to complain to the Secretary of the Department of Health and Human Services about over privacy practices. You will not face retaliation from us for making complaints.

Except as described in this Notice, we may not make any use of disclosure of information from your record unless you give your written authorization. You may revoke an authorization in writing at any time, but this will not affect any use or disclosure made by us before the revocation. In addition, if the authorization was obtained as a condition of obtaining insurance coverage, the insurer may have the right to contest the policy or claim under the policy even if you revoke the authorization.

Use or disclosure of your protected health information that we are allowed to make without your permission.

If you receive mental health care, including treatment for substance abuse, information, related to that care might be more protected than other forms of health information. Communications between a psychotherapist and client in treatment are privileged and may not be disclosed without your permission, except as required by law. For example, psychotherapist still must report suspected child abuse, and may have to breach confidentiality if you appear to pose an imminent danger to yourself or others, in order to reduce the likelihood of harm to you or others. We may assist in health oversight

activities, such as investigations of possible health fraud. We may disclose information from your record as authorized by workers' compensation laws. We may disclose information from your record if ordered to do so by a court, grand jury, or administrative tribunal. We may disclose information to the person listed as your emergency contact on your Screening Information form or written in our records, if deemed medically necessary.

Notice of Privacy Practices pertaining to Substance Abuse Records.

Federal law and regulations protect the confidentiality of protected health information related to alcohol and drug abuse. Violations of the applicable federal law and regulations are a crime and may be reported to appropriate authorities. We may not disclose any information about you unless you authorize the disclosure in writing, except as specified below:

We may disclose information about you if a court orders the disclosure. We disclose information about you in a medical emergency, to permit you to receive needed treatment. We may disclose information about you for purposes of program evaluation, audits, or research. We may disclose information about you if you commit a crime on our premises or against any person who works for us, or if you threaten to commit such a crime. We are required to disclose information about you if we suspect child abuse or neglect. Except as stated in this notice, you have the same rights and protections with respect to your health information as described in our general Notice of Privacy Practices.

PAYMENTS: I hereby authorize the submission of claims/bills to my insurance company and my guardian/guarantor for services rendered to me by Lillybrook Counseling Services. I authorize payments by my insurance company to be made directly to Lillybrook Counseling Services. I authorize release of requested information to my insurance company, guardian/guarantor, or third-party payer for purpose of billing and payment. **Further, I understand that should the insurance company, guarantor, or third-party payer not pay for these services, for any reason(s), I am responsible for payment.** If full insurance or third-party payment has not been received within 120 days, I am responsible for balance of payments due. Payment is expected at the time services are rendered unless other arrangements have been made with the treating professional. I understand any balance of 30 days may be assessed a fee. If payment is delinquent and no arrangements have been made, my account may be turned over to a collection agency. I, the undersigned, agree and acknowledge that I am responsible for the full payment, including deductibles, co-payments, and/or rejected insurance or third-party payer claims. All checks shall be payable to: **Lillybrook Counseling Services**. I also understand that I am responsible for verifying my insurance benefits for services not provided by Lillybrook Counseling Services. If I am referred outside of the practice for services, such as a psychiatrist or blood work I will be billed by THAT provider for those services. Federal regulations allow us to use the protected health information from your record in order to provide treatment to you, to obtain payment for the services we provide, and for other professional activities known as "health care operations" (for example, quality control and process improvement activities). With this consent form, we are asking you to make this permission explicit. By signing this consent, you are giving us permission to use or disclose your protected health information for these activities. You may be contacted within six months after discharge for aftercare follow-up.

Lillybrook Counseling Services is contracted with many insurance providers. In the event you are unable or unwilling to use your insurance benefits Lillybrook Counseling does work with a sliding scale fee. Fees are determined on a case by case and as needed basis and must be approved by Lillybrook Counseling Services administration as well as your therapist. You may be asked for documentation detailing your need for financial arrangements for services. Additionally, on some occasions Lillybrook Counseling Services may have interns available who are able to provide low cost services that are not billable to insurance.

You may be charged for phone calls, letters, or other documents. In the event you are charged the following costs will apply:

Letters - \$15 plus an additional \$1 per minute for any documentation taking more than 30 minutes

Phone calls - The first 15 minutes are without charge. Any call lasting more than 15 minutes will be charged \$2 per minute.

If you become involved in legal proceedings that require participation from a therapist of Lillybrook Counseling Services, you will be expected to pay for the professional's time even if they are called to testify by another party. Since legal involvement is time consuming the fee for preparation and attendance at any legal proceeding is \$350 per hour.

PSYCHOTHERAPEUTIC SERVICES: Psychotherapy is difficult to explain in a general statement. It can vary. There are many different methods the clinician/therapist may use to assist you with the concerns you are bringing to sessions. Psychotherapy requires an effort on your part as well. There are benefits and risks to psychotherapy. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, and frustration, to mention a few. The intention of psychotherapy is for your benefit. However, there are no guarantees of what you will experience. The first few sessions will include an evaluation of your needs and the treatment planning process. Your therapist may be able to offer you some first impression of what the work in therapy will include, should you decide to continue with therapy. You should evaluate this information along with your own opinions and decide if you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Not every client and therapist connection works and finding the right fit may be a process that includes a few therapists. We would be glad to assist you with this process as needed. However, there are limits to how many transfers can be considered therapeutically valid and it may be decided upon by the clinical director and your therapist that a transfer cannot be made.

If you have any questions, please discuss them with your therapist whenever they arise. If you are unable to address these matters with your therapist, you may speak to our clinical director. Additionally, if we are unable to meet your needs with will be happy to facilitate a referral to another mental health facility if that is what you would like.

Once psychotherapy begins, your therapist will usually schedule one 60-minute session per week at a time agreed upon by you and your therapist. Sessions may be shorter or longer, or they may be more or less frequent depending on your needs and the agreement between you and your therapist. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours' notice of cancellation. Exceptions can be made for circumstances beyond your or our control. Please see our cancellation policy listed above.

DEATH, INCAPACITATION, OR UNEXPECTED THERAPIST ABSENCE. In the event of an unplanned absence from practice, whether due to injury, illness, death, or any other reason, Lillybrook has policies in place to ensure continuity of care. You authorize the staff at Lillybrook under the supervision of the Clinical Director and/or Administrative Director to access your treatment and financial records only in accordance with the terms of the policies and procedures related to the continuation of care, and only in the event that your therapist experiences an event that has caused or is likely to cause a significant unplanned absence from practice. Further, the owner maintains a detailed policy and procedure with instructions for an assigned member of Lillybrook to inform you of your status and ensure your continued care in accordance with your needs. You authorize the staff at Lillybrook, and any assigned members of Lillybrook to access your treatment and financial records only in accordance with the terms of the policies and procedures outlined by the owner, and only in the event that the owner experiences an event that has caused or is likely to cause a significant unplanned absence from practice.

Thank you for choosing Lillybrook Counseling Services. If you have any questions regarding this document, please discuss them with your treating therapist.

I have read, agree with, and consent to treatment and agree to abide by the above stated policies and agreements with Lillybrook Counseling Services. I further understand that I will not be admitted as a client until my second session.

Signature of Client/Legal Guardian

Date

Witness

Date