



Consent to Treatment and Payment Policies Agreement

This form is called a Consent to Treatment (the "Consent"). Your Provider, counselor, psychologist, doctor, or other health professional ("Provider") has asked you to read and sign this Consent before you start therapy. Please review the information. If you have any questions, contact your Provider.

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

THE THERAPY PROCESS

It is important you understand as much about the process before deciding to commit. Therapy is a collaborative process where you and your Provider will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your Provider have specific rights and responsibilities. Psychotherapy is difficult to explain in a general statement. It can vary. There are many different methods the Provider/Provider 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.

Therapy begins with the intake process. First, you will review your Provider's policies and procedures, talk about fees, identify emergency contacts, and decide if you want health insurance to pay your fees depending on your plan's benefits. Some of this is generally completed before meeting with the Provider for the first time. Second, you will discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. The first few sessions will include an evaluation of your needs and the treatment planning process. Your Provider may be able to offer you some first impression of what the work in therapy will include, should you decide to continue with therapy. Third, you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals, and the steps you will take to achieve them. Over time, you and your Provider may edit your treatment plan to be sure it describes your goals and steps you need to take.

Once psychotherapy begins, you will attend regular therapy sessions at your Provider's office or through video, called telehealth. Your Provider will usually schedule one 60-minute session per week at a time agreed upon by you and your Provider. 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 Provider. 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 control, or ours. Please see our cancellation policy. Participation in therapy is voluntary - you can stop at any time. If there is a point when you or your Provider feel you have achieved your goals, you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the Provider you select. Better outcomes are often associated with a good relationship between a client and their Provider. Not every client and Provider connection works and finding the right fit may be a process that includes a few Providers. 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 Provider that a transfer cannot be made.

You should evaluate this information along with your own opinions and decide if you feel comfortable working with your Provider.

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

TELEHEALTH SERVICES

Telehealth is an optional service delivery method at Lillybrook Counseling Services. If you choose to utilize that option, you hereby consent to engage in telehealth services (e.g., internet or telephone-based psychotherapy) with an assigned Provider of Lillybrook Counseling Services for my psychotherapy treatment. You understand that we may use telehealth options when you or your Provider are not able to attend appointments in-person such as when weather or other extenuating circumstances (e.g., COVID-19) prevent yourself or your Provider from being able to attend the appointments in-person, or we may choose to utilize telehealth as the primary mode of psychotherapeutic intervention. Telehealth may also be used when you are traveling within the state of Michigan, provided your Provider agrees to this arrangement in advance. I understand that telehealth includes the practice of health care delivery, including mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications.

The medium for telehealth for psychotherapy is videocalls. Lillybrook Counseling Services will use Google Meet, a HIPAA compliant video service as the primary medium for telehealth psychotherapy services. To utilize this service, you must have access to a device with a camera and an internet connection with adequate speed for video calls. Mobile devices (i.e., phones, tablets) may be utilized, including over a data connection, however, you are responsible for any data related charges. Your Provider can explain how to log in and use any features on the telehealth platform. If telehealth is not a good fit for you, your Provider will recommend a different option.

You understand that you have the following rights and are required to adhere to the following rules with respect to telehealth:

1. You have the right to withhold or withdraw consent to telehealth at any time without affecting your right to future care or treatment, nor risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. Withdrawing your consent to telehealth does not impact your ability to continue in psychotherapy with your Provider in-person.
2. The laws that protect the confidentiality of your medical information also apply to telehealth. As much, you understand that the information disclosed by you during the course of your psychotherapy is generally confidential; however, the mandated reporting in the Notice of Privacy Practices applies to telehealth as well.
3. You understand that there will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
4. You understand that it is your responsibility to be in a private location where others are not able to listen to or observe the psychotherapy session. Your Provider requires any visitors for in-person or telehealth therapy sessions to sign a *Release of Information* for that person(s) in advance of the appointment. There may be additional technology needs for visitors that would need to be discussed in advance as well. If it becomes evident that others are able to observe or listen to the session without consent, in order to assure confidentiality, your Provider will end the session unless it is an emergency or crisis and contact you as quickly as possible to follow up and schedule the next appointment.
5. You understand that there are risks and consequences associated with telehealth. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of your Provider, that: the transmission of your medical information could be disrupted or distorted by technical failures; the transmission of your medical information could be interrupted or intercepted by unauthorized persons; the electronic storage of your medical information could be accessed by unauthorized persons; and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner. In addition, you understand, that telehealth-based services and care may not yield the same results nor be as effective or complete as face-to-face services. You also understand that if your Provider believes you would be better served by another form of psychotherapeutic service (e.g., face-to-face service), he/she will discuss options with you that may include services with your Provider or a referral to a Provider who may be a better fit to help you. Finally, you understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite your efforts and the efforts of your Provider, your condition may not improve and in some cases may even get worse.
6. You understand that you may benefit from telehealth, but results cannot be guaranteed or assured. The benefits of telehealth may include, but are not limited to, finding greater ability to express thoughts and emotions; transportation and travel difficulties and costs are avoided; time constraints are minimized, and there may be a greater opportunity to prepare in advance for psychotherapy sessions. You understand that if you are having

suicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telehealth services are not appropriate, and a higher level of care is required. Telehealth appointments will be scheduled and approved at the discretion of your Provider.

7. You understand that if you are using insurance, your insurance company may only cover certain telehealth psychotherapy services (i.e., video sessions, but not phone sessions) or may not cover any telehealth services. **You understand that you are responsible for verifying that your insurance company covers telehealth and will pay an out of pocket rate if services are not reimbursed by your insurance.**
8. You understand that regulations for telehealth are relatively new and continue to be developed. It is possible that changes in laws and other regulations pertaining to telehealth may change. Your Provider works to remain current on the laws, regulations, and standards of care pertaining to telehealth. If any changes impact how telehealth is provided, your Provider will discuss this with you as soon as they become aware of changes.
9. You understand that technology failures can, at times, be unavoidable and impact sessions, especially in times of high internet traffic when servers may be overloaded. This may include temporary disruptions or slow internet service, computer or other technology problems, computer viruses, or other similar issues. In the case of a technology failure, my Provider's backup plan is to use a phone call. Phone calls will only be used as a backup. However, telephone therapy is not typically covered by insurance. If there is a disruption in the session, end and restart the video session. If you and your Provider are unable to reconnect within ten minutes, please call the office at 248-250-6620 to discuss since you and your Provider may need to reschedule.
10. You understand that telehealth services are only available to you when you are within the physical boundaries of the State of Michigan. If you are traveling out of the State, you will notify your Provider of the need to reschedule your appointment.
11. You understand that your Provider may need to contact your emergency contact and/or appropriate authorities in case of an emergency.

Emergency Protocols for Telehealth

It is important that your Provider know your location in case of an emergency. You agree to inform your Provider of the address where you are at the beginning of each session if not the address listed in your chart. You also need a contact person who your Provider may contact on your behalf in a life-threatening emergency. This person will only be contacted to go to your location or take you to the hospital in the event of an emergency. It is your responsibility to provide your Provider with an emergency contact to be placed in your chart.

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 your Providers duty to warn any potential victims 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 spouse or child'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 who is subjected to the laws and regulations of the Health Insurance Portability and Accountability Act (HIPAA). 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.

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

RECORD KEEPING

Your Provider is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.

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. If you or your Provider 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, neither text messaging nor email should ever be used for emergency purposes. 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 Provider. Messages can be seen by anyone that manages the phones for Lillybrook Counseling Services. Messages will be delivered to the appropriate Provider 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 Provider, 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., cell phone). 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 Provider. Emails are encrypted and secure, though potential risk still applies. Ask your Provider 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 Provider 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 Provider 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 Provider 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 Provider 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/Provider 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 Provider.

Social Media

It is the policy of Lillybrook Counseling Services to uphold the standards and ethics of the American Psychiatric Association, American Psychological Association, American Counselors Association, and National Association of Social Workers. Therefore, it is prohibited for any employee, contractor, or volunteer of Lillybrook Counseling Services to connect, “friend,” or contact any client of Lillybrook Counseling Services on any social media platform utilizing their personal account. It is further prohibited for any employee, contractor, or volunteer of Lillybrook Counseling Services to engaging in a personal virtual relationship with clients of Lillybrook Counseling Services. Lastly, it is the policy of Lillybrook Counseling Services to not knowingly communicate with clients via instant/direct messaging, chatting, or similar technologies on any social networking platforms.

Note that Lillybrook Counseling Services maintains a professional presence for the practice on Facebook, Twitter, Instagram, and Linked-In. This presence exists solely to provide information to the public pertaining to the practice and related topics. It also assists in directing interested individuals to the official practice website. *It is not intended for the purposes of establishing a personal relationship and should never be used in the event of an emergency.*

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

FEES AND PAYMENT FOR SERVICES

You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy and should confirm with your insurance if part or all of these fees may be covered.

You hereby authorize the submission of claims/bills to your insurance company and your guardian/guarantor for services rendered to you by Lillybrook Counseling Services. You authorize payments by your insurance company to be made directly to Lillybrook Counseling Services. You authorize release of requested information to your insurance company, guardian/guarantor, or third-party payer for purpose of billing and payment. **Further, you understand that should the insurance company, guarantor, or third-party payer not pay for these services, for any reason(s), you are responsible for payment.** If full insurance or third-party payment has not been received within 120 days, you are responsible for the balance of payments due. Payment is expected at the time services are rendered unless other arrangements have been made with the treating professional. You understand any balance of 30 days may be assessed a fee. If payment is delinquent and no arrangements have been made, your account may be turned over to a collection agency. You, the undersigned, agree and acknowledge that you are 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**. You also understand that you are responsible for verifying your insurance benefits for services not provided by Lillybrook Counseling Services. If you are referred outside of the Practice for services, such as a psychiatrist or blood work you will be billed by THAT provider for those services. Federal regulations allow your Provider 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 Provider. 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 Provider 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.

You should also know about the following:

1. No-Show and Late Cancellation Fees

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 Provider 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 Provider 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 Provider and/or the clinical director. In the event that your Provider is late, your full appointment time will be honored as soon as your Provider is available.

2. Insurance Benefits

Before starting therapy, you should confirm with your insurance company if:

- a. Your benefits cover the type of therapy you will receive;
- b. Your benefits cover in-person and telehealth sessions;
- c. You may be responsible for any portion of the payment; and
- d. Your Provider is in-network or out-of-network.

3. Payment Methods

The practice offers many payment methods including credit, debit, FSA, HSA, cash, and check. The practice requests that you keep a valid credit or debit card on file. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.

COMPLAINTS

If you feel your Provider has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your Provider's license, your insurance company (if applicable), or the US Department of Health and Human Services.

RECIPIENT'S RIGHTS: You certify that you have received the Recipient's Rights pamphlet and certify that you 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. You understand that as a recipient of services, you may get more information from the Recipient's Rights Advisor: Joe Lilly, LMSW.

NON-VOLUNTARY DISCHARGE FROM TREATMENT

You may be terminated from the practice non-voluntarily, if: A) you exhibit physical violence, verbal abuse, carry weapons, or engage in illegal acts at the Practice, and/or B) you refuse to comply with stipulated center rules, refuse to comply with treatment recommendations, or do not make payment or payment arrangements in a timely manner. You will be notified of the non-voluntary discharge in person and/or by letter. You may appeal this decision with the Chief Executive & Clinical Director 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

You 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 your treatment, you will notify your Provider and sign the appropriate releases of information in order for your Provider to communicate with your treating psychiatrist.

DEATH, INCAPACITATION, OR UNEXPECTED PROVIDER 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 Chief Executive & 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 Provider 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 Provider.

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

Signature

Date

Witness

Date

Lillybrook Counseling Services
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www.lillybrookcs.com

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