



## Counseling Consent, Policies & Agreement

### PART I: THERAPEUTIC PROCESS

**BENEFITS/OUTCOMES:** The therapeutic process seeks to meet goals established by all persons involved, usually revolving around a specific complaint(s). Participating in counseling may include benefits such as the resolution of presenting problems as well as improved intrapersonal and interpersonal relationships. The therapeutic process may reduce distress, enhance stress management, and increase one's ability to cope with problems related to work, family, personal, relational, etc. Participating in counseling can lead to greater understanding of personal and relational goals and values. This can increase relational harmony and lead to greater happiness. Progress will be assessed on a regular basis and feedback from clients will be elicited to ensure the most effective therapeutic services are provided. There can be no guarantees made regarding the ultimate outcome of counseling.

**EXPECTATIONS:** In order for clients to reach their therapeutic goals, it is essential they complete tasks assigned between sessions. Counseling is not a quick fix. It takes time and effort, and therefore, may move slower than your expectations. During the counseling process, we identify goals, review progress, and modify the treatment plan as needed.

**RISKS:** In working to achieve therapeutic benefits, clients must take action to achieve desired results. Although change is inevitable, it can be uncomfortable at times. Resolving unpleasant events and making changes in relationship patterns may arouse unexpected emotional reactions. Seeking to resolve problems can similarly lead to discomfort as well as relational changes that may not be originally intended. We will work collaboratively toward a desirable outcome; however, it is possible that the goals of counseling may not be reached.

### **STRUCTURE OF COUNSELING:**

- **Intake Phase** – During the first session, therapeutic process, structure, policies and procedures will be discussed. We will also explore your experiences surrounding the presenting problem(s).
- **Assessment Phase** – The initial evaluation may last 2-4 sessions. During this assessment phase, I will be getting to know you. I will ask questions to gain an understanding of your worldview, strengths, concerns, needs, relationship dynamics, etc. During this relationship building process, I will be gathering a lot of information to aid in the therapeutic approach best suited for your needs and goals. If it is determined that I am not the best fit for your therapeutic needs, I will provide referrals for more appropriate treatment.
- **Goal Development/Treatment Planning** – After gathering background information, we will collaboratively identify your therapeutic goals. If counseling is court ordered, goals will encompass your goals and court ordered treatment goals, based on documentation from the court (please provide any court documents). Once each goal is reached, we will sign off on each goal and you will receive a copy.
- **Intervention Phase** – This phase occurs anywhere from session two until graduation/discharge/termination. Each client must actively participate in counseling sessions, utilize solutions discussed, and complete action plans between sessions. Progress will be reviewed and goals adjusted as needed.
- **Graduation/Discharge/Termination** – As you progress and get closer to completing goals, we will collaboratively discuss a transition plan for graduation/discharge/termination. If you cancel or re-schedule more than once, we may re-evaluate your needs, desires and motivations for treatment. If we determine that treatment is not appropriate at this time, I will document this in your electronic health record and close your case. I will communicate the closure of your case via e-mail or U.S. mail if you do not have e-mail. You may contact Launch Point Counseling LLC if you decide to return to treatment in the future.

**LENGTH OF COUNSELING:** Counseling sessions are typically weekly or biweekly for 50 minutes depending upon the nature of the presenting challenges. It is difficult to initially predict how many sessions will be needed. We will collaboratively discuss from session to session what the next steps are and how often counseling sessions will occur.

**APPOINTMENTS AND CANCELLATIONS:** You are responsible for attending each appointment and agree to adhere to the following policy: *If you cannot keep the scheduled appointment, you MUST notify our office to cancel or reschedule the appointment at least 24 hours prior to the scheduled appointment time. If you cancel or re-schedule within 24 hours of the*



*scheduled appointment time, you will be charged the full session fee. If you cancel or reschedule more than once, we may re-evaluate your needs, desires, and motivations for treatment at this time.*

Counseling is a uniquely personal service; therefore, consultations may be briefly interrupted. I may periodically take time off for vacation, seminars, and/or become ill. Attempts will be made to give adequate notice of these events. If I am unable to contact you directly, a colleague may contact you to cancel or reschedule an appointment.

**FEES:** The fee for each 50-minute counseling session is \$155. Payment is due at the time of service. Acceptable forms of payment are: exact-amount cash, check (insufficient-funds checks will be returned upon full payment of the original amount for any returned check), HSA or FSA card and credit/debit card. In the event that a scheduled appointment time is missed or cancelled less than 24 hours, please refer to the “Appointments and Cancellations” policy above.

The clinician reserves the right to terminate the counseling relationship if more than 3 sessions are missed without proper notification.

The clinician charges an hourly rate in quarter hours for phone calls over 15 minutes in length, email correspondence, reading assessments or evaluations, writing assessments or letters, and collaborating with necessary professionals (with your permission) for continuity of care. All costs for services outside of session will be billed. Please refer to the chart below for a list of fees for the services described above.

<b>Type of Service</b>	<b>Fee</b>	<b>Time</b>
Initial counseling appointment	\$170.00	50 minutes
Counseling Appointments	\$155.00	50 minutes
Initial 15 minute phone consultation	\$0.00	15 minutes
Ongoing phone consultation	\$40.00	15 minutes
Documentation	TBD	N/A
Collaboration with other healthcare professionals	No charge	N/A

**TRIAL, COURT ORDERED APPEARANCES, LITIGATION:** Rarely, but on occasion, a court will order a therapist to testify, be deposed, or appear in court for a matter relating to your treatment or case. In order to protect your confidentiality, I strongly suggest not being involved in the court. If I get called into court by you or your attorney, you will be charged a fee of \$130/hour to include travel time, court time, preparing documents, etc.

**COPIES OF MEDICAL RECORDS:** Should you request a copy of your medical records, please allow at least 2 weeks to prepare medical records.

**PHONE CONTACTS AND EMERGENCIES:** Office hours are listed below. If you need to contact the clinician for any reason please text or call 513-494-8190, leave a voicemail, and a return call will be made within 24 hours or as soon as possible. In case of an emergency, you can access emergency assistance by calling the National Suicide Prevention Lifeline at 1-800-273-8255. If either you or someone else is in danger of being harmed, dial 911. Additional local resources are listed below:

- Cincinnati Children’s Psychiatric Intake Response Center: 513-636-4124
- Hamilton County Psychiatric Emergency Services: 513-584-8577
- Warren County Crisis Hotline: 877-695-6333

**ELECTRONIC COMMUNICATION:** During the course of treatment we may determine that some services can be appropriately provided through the use of video teleconference, also known as tele-counseling, or mobile phone.

- This service is provided by technology (including but not limited to video teleconference and mobile phone) and may not involve direct, face to face, communication. There are benefits and limitations to this service. You will need access to, and



familiarity with, the appropriate technology to participate in the service provided. Exchange of information will not be direct and any paperwork exchanged will likely be exchanged through electronic means or through postal delivery.

- If a need for direct, face to face services arises and you are unable to come to the office at Launch Point Counseling LLC, it is your responsibility to contact providers in your area such as a local clinic or hospital for a face to face appointment. You understand that an opening may not be immediately available.
- You may decline any tele-counseling services at any time without jeopardizing your access to future care, services, and benefits.
- These services rely on technology, which allows for greater convenience in service delivery. There are risks in transmitting information over the internet that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. You and I will regularly reassess the appropriateness of continuing to deliver services to you through the use of technology. By using such services, however, you agree to accept any and all risks associated with using unencrypted texting, e-mailing or other tele-counseling services. In lieu of the fact that texting is not confidential, Launch Point Counseling LLC offers secure, encrypted and HIPPA compliant text messaging service through an application called Spruce. You will receive an invitation to sign up for this service following your first appointment.
- In emergencies, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means:
  - In emergency situations: If it is an imminent situation that requires face-to-face contact call 911 or go to the nearest emergency room. If it can be managed over the phone, you will call me but if I do not respond shortly you will contact local emergency services (911, emergency room).
  - Should service be disrupted: Try to regain contact using the same medium. If that does not work, attempt to make contact using text or e-mail. I will also make every effort to regain contact. If service is disrupted during a therapy session before the pre-agreed time frame has ended, you will have the opportunity to use the remaining time as soon as contact is made. If contact is not re-established within 1 hour, you will have the choice to end the session and be charged a pro-rated amount or schedule an additional session to use the remaining time.

## PART II: CONFIDENTIALITY:

Anything said in counseling is confidential and may not be revealed to a third party without written authorization, *except* for the following limitations:

- **Child Abuse** - Child abuse and/or neglect, which include but are not limited to domestic violence in the presence of a child, child on child sexual acting out/abuse, physical abuse, etc. If you reveal information about child abuse or child neglect, I am required by law to report this to the appropriate authority.
- **Vulnerable Adult Abuse** - Vulnerable adult abuse or neglect. If information is revealed about vulnerable adult or elder abuse, I am required by law to report this to the appropriate authority.
- **Self-Harm**: Threats, plans or attempts to harm oneself. I am permitted to take steps to protect the client's safety, which may include disclosure of confidential information.
- **Harm to Others**: Threats regarding harm to another person. If you threaten bodily harm or death to another person, I am required by law to report this to the appropriate authority.
- **Court Orders & Legal Issued Subpoenas**: If I receive a subpoena for your records, I will contact you so you may take whatever steps you deem necessary to prevent the release of your confidential information. I will contact you twice by phone. If I cannot get in touch with you by phone, I will send you written correspondence. If a court of law issues a legitimate court order, I am required by law to provide the information specifically described in the order. Despite any attempts to contact you and keep your records confidential, I am required to comply with a court order.
- **Law Enforcement and Public health**: A public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability; to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or action; limited information (such as name, address DOB, dates of treatment, etc.); to a law enforcement official for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person; and information that your clinician believes in good faith establishes that a crime has been committed on the premises.



- **Governmental Oversight Activities:** To an appropriate agency information directly relating to the receipt of health care, claim for public benefits related to mental health, or qualification for, or receipt of, public benefits or services when a your mental health is integral to the claim for benefits or services, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.
- **Upon Your Death:** To a law enforcement official for the purpose of alerting of your death if there is a suspicion that such death may have resulted from criminal conduct; to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
- **Victim of a Crime:** Limited information, in response to a law enforcement official's request for information about an you if you are suspected to be a victim of a crime; however, except in limited circumstances, we will attempt to get your permission to release information first.
- **Court Ordered Counseling:** If counseling is court ordered, the court may request records or documentation of participation in services. I will discuss the information and/or documentation with you in session prior to sending it to the court.
- **Written Request:** Clients must sign a release of information form before any information may be sent to a third party. A summary of visits may be given in lieu of actual “psychocounseling/process notes”, except if the third party is part of medical. If counseling sessions involve more than one person, each person over the age of 18 MUST sign the release of information before information is released.
- **Fee Disputes:** In the case of a credit card dispute, I reserve the right to provide the necessary documentation (i.e. your signature on the “Counseling Consent & Agreement” that covers the cancellation policy to your bank or credit card company should a dispute of a charge occur. If there is a financial balance on account, a bill will be sent to the home address on the intake form unless otherwise noted.
- **Couples Counseling & “No Secret” Policy:** When working with couples, all laws of confidentiality exist. I request that neither partner attempt to triangulate me into keeping a “secret” that is detrimental to couple’s counseling goal. If one partner requests that I keep a “secret” in confidence, I may choose to end the therapeutic relationship and give referrals for other therapists as our work and your goals then become counter-productive.
- **Dual Relationships & Public:** Our relationship is strictly professional. In order to preserve this relationship, it is imperative that there is no relationship outside of the counseling relationship (ie: social, business, or friendship). If we run into each other in a public setting, I will not acknowledge you as this would jeopardize confidentiality. If you were to acknowledge me, your confidentiality could be at risk.
- **Social Media:** No friend requests on our personal social media outlets (Facebook, LinkedIn, Pinterest, Instagram, Twitter, etc.) will be accepted from current or former clients. If you choose to comment on our professional social media pages or posts, you do so at your own risk and may breach confidentiality. I cannot be held liable if someone identifies you as a client. Posts and information on social media are meant to be educational and should not replace counseling. Please do not contact me through any social media site or platform. They are not confidential, nor are they monitored, and may become part of medical record.
- **Electronic Communication: If you need to contact me outside of our sessions, please do so via email or phone (call or text). Please be aware of the following:**
  - **Clients often use text or email as a convenient way to communicate.** Texting is not a substitute for sessions. **Traditional texting is not confidential.** Phones can be lost or stolen. DO NOT communicate sensitive information over text. The identity of the person texting is unknown as someone else may have possession of the client’s phone.
    - **In lieu of the fact that texting is not confidential, Launch Point Counseling offers secure, encrypted and HIPPA compliant text messaging service through an application called Spruce.** You will receive an invitation to sign up for this service following your first appointment.
  - **Do not use e-mail for emergencies.** In the case of an emergency call 911, the local emergency hotline or go to the nearest emergency room. Additionally, e-mail is not a substitute for sessions. If you need to be seen, please call or use the client portal to schedule an appointment. **E-mail is not confidential.** Do not communicate sensitive medical or mental health information via email. Furthermore, if you send email from a work computer, your employer has the legal right to read it. E-mail is a part of your medical record.
  - I may utilize alternative means of encrypted communication in the following circumstances: if you do not respond to text, I may call. If you do not respond to a call, I may follow up with text or e-mail. If you do not respond to a call, text, or e-mail, I may follow up with a mailed letter. In case of emergency (or concerns over your welfare), I may contact your emergency contact.



- I will attempt to respond to communications and routine messages within 24 hours.
- It is your responsibility to maintain privacy on the client end of communication. Insurance companies, those authorized by the client, and those permitted by law may also have access to records or communications.
- You will take the following precautions to ensure that my communications are directed only to my counselor or other individuals: Ensure that you use the correct e-mail address, telephone number, skype name, fax number, and physical address to contact the appropriate individuals. Only leave voice messages after ensuring that the correct phone number was dialed and the voicemail introduction identifies the correct individual.
- Your communications exchanged with me will be stored in the following manner: e-mails, texts, and other electronic communication relevant to treatment will be kept in your HIPPA compliant electronic health record. Mailed letters and documents will also be kept in your HIPPA compliant electronic health record. Notes outlining tele-counseling treatment sessions will be written and kept in your HIPPA compliant electronic health record. Your HIPPA compliant electronic health record is accessible only by those who require access.
- The laws and professional standards that apply to in-person counseling services also apply to tele-counseling services. This document does not replace other agreements, contracts, or documentation of informed consent.
- Please be aware that many insurance companies will not reimburse for phone or tele-counseling services.
- **Sessions Outside the Office:** From time to time, clients like to meet in an alternate location (i.e. their home, in public, or somewhere more conducive for them). We may be able to accommodate this request, however, this can put your confidentiality at risk.

### PART III: REASONS I DO NOT ACCEPT INSURANCE

- **Reduced Ability to Choose:** Most health care plans today (insurance, PPO, HMO, etc.) offer little coverage and/or reimbursement for mental health services. Most HMOs and PPOs require “preauthorization” before you can receive services. This means you must call the company and justify why you are seeking therapeutic services in order for you to receive reimbursement. The insurance representative, who may or may not be a mental health professional, will decide whether services will be allowed. If authorization is given, you are often restricted to seeing the providers on the insurance company’s list. Reimbursement is reduced if you choose someone who is not on the contracted list; consequently, your choice of providers is often significantly restricted.
- **Pre-Authorization and Reduced Confidentiality:** Insurance typically authorizes several counseling sessions at a time. When these sessions are finished, your therapist must justify the need for continued services. Sometimes additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not completely met. Your insurance company may require additional clinical information that is confidential in order to approve or justify a continuation of services. Confidentiality cannot be assured or guaranteed when an insurance company requires information to approve continued services. Even if the therapist justifies the need for ongoing services, your insurance company may decline services. Your insurance company dictates if treatment will or will not be covered. Note: Personal information might be added to national medical information data banks regarding treatment.
- **Negative Impacts of a Psychiatric Diagnosis:** Insurance companies require clinicians to give a mental health diagnosis (i.e., “major depression” or “obsessive-compulsive disorder”) for reimbursement. Psychiatric diagnoses may negatively impact you in the following ways:
  1. Denial of insurance when applying for disability or life insurance;
  2. Company (mis)control of information when claims are processed;
  3. Loss of confidentiality due to the increased number of persons handling claims;
  4. Loss of employment and/or repercussions of a diagnosis in situations where you may be required to reveal a mental health disorder diagnosis on your record. This includes but is not limited to: applying for a job, financial aid, and/or concealed weapons permits.
  5. A psychiatric diagnosis can be brought into a court case (ie: divorce court, family law, criminal, etc.).

It is also important to note that some psychiatric diagnoses are not eligible for reimbursement. This is often true for marriage/couples counseling.

**Why Clinicians Do Not Take Insurance:** These involve enhanced quality of care and other advantages:



1. You are in control of your care, including choosing your therapist, length of treatment, etc.
2. Increased privacy and confidentiality (except for limits of confidentiality).
3. Not having a mental health disorder diagnosis on your medical record.
4. Consulting with me on non-psychiatric issues that are important to you that aren't billable by insurance, such as learning how to cope with life changes, gaining more effective communication techniques for your relationships, increasing personal insight, and developing healthy new skills.

After reading my position on why I don't accept health insurance, you still may decide to use your health insurance. If you provide me with a list of therapists on your insurance provider list, I will do my best to recommend a therapist for you.



**PART IV: CONSENT (COPY FOR PRACTICE RECORDS)**

1. I have read and understand the information contained in the Counseling Agreement, Policies and Consent. I have discussed any questions that I have regarding this information with **Brad Fittes**. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize **Brad Fittes** to provide counseling services that are considered necessary and advisable.

2. I acknowledge that I am financially responsible for payment whether or not covered by insurance. I understand, in the event that fees are not covered by insurance, **Launch Point Counseling LLC** may utilize payment recovery procedures after reasonable notice to me, including a collection company or collection attorney.

3. **Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for minor(s) in my custody and give permission to Brad Fittes to provide treatment to my minor child(ren).** If I have unilateral decision-making capacity to obtain counseling services for my minor, I will provide the appropriate court documentation to **Brad Fittes** prior to or at the initial session. Otherwise, I will have the other legal parent/guardian sign this consent for treatment prior to the initial session.

**Client (or Responsible Party) Signature**

Printed Name	Signature	Date

*Your signature signifies that you have received a copy of the "Counseling Agreement, Policies and Consent" for your records.*

**Name of Minor Child**

Printed Name	DOB	Date

\_\_\_\_\_  
Witness – **Brad Fittes, MA, LPCC**

\_\_\_\_\_  
Date

**CLIENT COPY**



1. I have read and understand the information contained in the Counseling Agreement, Policies and Consent. I have discussed any questions that I have regarding this information with **Brad Fittes**. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize **Brad Fittes** to provide counseling services that are considered necessary and advisable.

2. I acknowledge that I am financially responsible for payment whether or not covered by insurance. I understand, in the event that fees are not covered by insurance, **Brad Fittes of Launch Point Counseling** may utilize payment recovery procedures after reasonable notice to me, including a collection company or collection attorney.

3. **Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for minor(s) in my custody and give permission to Brad Fittes to provide treatment to my minor child(ren).** If I have unilateral decision-making capacity to obtain counseling services for my minor, I will provide the appropriate court documentation to **Brad Fittes** prior to or at the initial session. Otherwise, I will have the other legal parent/guardian sign this consent for treatment prior to the initial session.

**Client (or Responsible Party) Signature**

Printed Name	Signature	Date

*Your signature signifies that you have received a copy of the "Counseling Agreement, Policies and Consent" for your records.*

**Name of Minor Child**

Printed Name	DOB	Date

\_\_\_\_\_  
 Witness – **Brad Fittes, MA, LPCC**

\_\_\_\_\_  
 Date