

## INFORMED CONSENT

Be Mental Health Services is a private practice providing therapy services for individuals and families. This sheet contains important information about our policies and procedures. Please read it carefully. Ask your therapist to answer any questions you may have.

**Eligibility:** Eligibility for Be Mental Health Services is based on the existence of a presenting problem. You may be referred to another community resource if you do not meet the eligibility criteria, or there is a more appropriate service provider elsewhere in the community.

After you begin working with Be Mental Health Services, treatment may continue so long as there are identified treatment goals which have not yet been met and there is evidence that you are interested in pursuing these goals.

**Non-Voluntary**  
**Discharge from Treatment:**

You may be terminated from the Agency non-voluntarily if:

- A) You exhibit any physical violence, verbal abuse, carry weapons, or engage in illegal acts at the Agency and/or,
- B) You refuse to comply with stipulated program rules, refuse to comply with treatment recommendations, do not provide the appropriate forms upon initial treatment, or do not make payment or payment arrangements in a timely manner and/or,
- C) You do not show to your scheduled appointment for two (2) consecutive sessions Without notifying the Agency twenty-four (24) hours prior to the scheduled appointment indicating you are unable to attend the appointment. You will be notified of the non-voluntary discharge immediately.

**Appointments:** Appointments are scheduled with individual therapists. A therapy hour consists of a one 50 minute session with your therapist. If you need to cancel an appointment, please do so at least 24 hours in advance. You, not your insurance, will be billed \$50 for missed appointments and those not cancelled 24 hours in advance. It is expected that sessions begin on time. If you are late you will lose some of your session time, as your session will still end at the designated time.

**Consultants:** Your therapist collaborates with other licensed mental health providers within the agency.

**Limits of Confidentiality:**

1. A counselor may take steps to protect a client or others from imminent danger, when a client threatens physical injury to self or others.

2. A counselor must report disclosures or reasonable suspicion of physical or sexual abuse or neglect of a minor to the local children's protective service. A counselor must also report abuse, neglect or domestic violence for endangered adults or animals.
3. Counselors within the agency may consult with each other on cases.
4. Be Mental Health Services records are subject for disclosure in accordance with legal requirements.
5. Indiana requires a mental health provider to warn third parties if a mental health client that has been diagnosed with HIV/AIDS and has expressed intention to harm an identifiable victim.
6. In family therapy, or when different members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your counselor will use clinical judgment when revealing such information.

**Communication:**

Client understands it is impossible to protect the confidentiality of information that is transmitted electronically or via the Internet. This is particularly true of email, text or voice mail messages, Skype, FaceTime and information stored on computers that are connected to the Internet, which do not utilize encryption and other forms of security protection.

**Email:**

Unencrypted email is neither private nor confidential. It is one of the least secure ways to communicate. We do have an email system. We recommend only sending administrative correspondence (e.g., modifying appointments, billing questions). Please do not send content related to your counseling session, unless previously discussed. All correspondence becomes part of your legal records. We cannot conduct effective therapy via email. If you need to message your therapist, please use the message system via the client portal.

**Social Media:**

We cannot accept friend or contact requests from current or former clients on any social media networking site (Facebook, LinkedIn, Twitter, Instagram, Google+, etc.). We believe that adding patients as friends or contacts can compromise your confidentiality and our respective privacy. It may also blur boundaries in the therapeutic relationship.

**Emergencies: If this is a life-threatening emergency, please call 911 first.**

In a mental health emergency you may contact any of the below crisis lines.

Community Hospital Crisis... 800-273-8255 TEXT: 20121

St. Vincent Stress Center... (800) 872-2210

Valle Vista Hospital..... 800-447-1348

Eskenazi Crisis Intervention Unit (317) 880-8485

Mental Health America of Greater Indianapolis: Crisis and Suicide

Intervention Service ... (317) 251-7575 TEXT CODE: CSIS to Number 839863

## **Informed**

**Consent:** It is the policy of Be Mental Health Services that each client, or individual acting on behalf of the client, will receive specific, complete and accurate information regarding therapy. You will be asked to read and sign the Joint Notice of Privacy Practices Policy form and Consent to Treat form prior to beginning work with your therapist. These forms are available for your review at any time on our website <https://bemhs.com>\*\*\*

## **Client Access**

**To Records:** Client has a legal right to access their medical records. However, the information in medical records can often be misconstrued and it is recommended that you review any requested records with your therapist. There is a \$10 fee for the first 10 pages of records requested and \$.50 per page afterwards.

## **Fee Policy:**

Payment is due on the date of service. A detailed receipt can be provided if you would like to submit a claim to your out of network insurance. Be Mental Health Services established rate is \$125 per 50 minute session. You may be assessed a \$50 charge for late cancellations (less than 24 hours notice) and missed appointments.

Payment can be made either by: check, cash, authorized credit/debit card, or HSA insurance card. We are not responsible for any HSA insurance card that doesn't approve your treatment. As such, any declined HSA insurance card is the client's responsibility and the client must provide another form of payment at the time of service. Any nonsufficient funds (NSF) received via a check or bank/debit card will result in a fee of Thirty-Dollars (\$30.00). When appointment fees are not paid in a timely manner, a collection agency may be given appropriate billing and financial information about you, but will not receive any clinical information. If your insurance company doesn't provide financial reimbursement for your treatment or is cancelled at any time during treatment, you will be responsible for any of the outstanding balance.

**NOTE:** If insurance is filed, by either Be Mental Health Services or yourself, all standard billing rates must apply. If you are paying a reduced rate and try to file an insurance claim on your own, it constitutes insurance fraud and we will not release the information needed by the insurance company to process the claim.

## **Third-Party Payer Rights:**

In order for the Agency to contact your insurance company on behalf of your therapist, this consent must be signed by you to enable the Agency pre-authorization to request eligibility and benefit information, to file any insurance claim or process necessary paperwork. Client data of clinical outcomes may be used for program evaluation or with your insurance company, but

Protected Health Information (PHI) as stipulated by the Department of Health and Human Services will not be disclosed to any outside sources without a Consent of Release of Information form. I authorize the Agency to disclose client records to any listed third-party payer for the purpose of receiving payment reimbursement. This includes: health insurance carriers, Employee Assistance Program (EAP) providers, and Church Assistance Program (CAP) Coordinators with affiliated churches. The Agency is not responsible for any client disclosure (i.e. diagnostic information, date of service, billing information, etc.) from a health insurance carrier to the primary insure

My signature below indicates I understand the rights of Mental Health Services and I have also received a Notice of Privacy Practices form. I consent to treatment and agree to abide by the above stated policies and agreements with the Be Mental Health Services.

**AGREEMENT REGARDING MINOR CHILDREN**

Be Mental Health Services believes that the involvement of children and adolescents in therapy can be highly beneficial to their overall development. It is often most beneficial for children and adolescents to be seen individually as well as in family sessions. As mental health professionals, our role is to assess which might be in the best interest of the child and make recommendations to you. The support of the child's caregivers is essential, as well as your understanding of the basic procedures involved in counseling children.

As mental health professionals, Be Mental Health Services will not become involved in legal disputes or other official proceedings unless compelled to do so by a court of law. Matters involving custodial issues and mediation are best handled by another professional who is specially trained in those areas rather than by the child's therapist.

The issue of confidentiality is critical in treating children and adolescents. When children are seen with adults, what is discussed is known to those present and should be kept confidential except by mutual agreement. Children seen in individual sessions (except under certain conditions) are not legally entitled to confidentiality (also called privilege) -- their parents have this right. However, unless children and adolescents feel they have some privacy in speaking with a therapist, the benefits of therapy may be lost. Therefore, it is necessary to work out an arrangement in which children feel that their privacy is generally being respected, at the same time that parents have access to critical information. In the following circumstances, children are entitled to privacy while parent or legal guardians have a legal right to information as necessary:

1. Confidentiality and privilege are limited in cases involving child abuse, neglect, molestation, or danger to self or others. In these cases, the therapist is required to make an official report to the appropriate agency.
2. Minors may independently enter into therapy and claim the privilege of confidentiality in cases involving abuse or severe neglect, molestation, pregnancy, or communicable diseases and when they are married or officially emancipated. They may seek therapy independently for substance abuse, danger to self or others, or a mental disorder, but parents must be involved unless doing so would harm the child.
3. Any evaluation, treatment, or reports ordered by, or done for, submission to a third party such as a court or a school; is not entirely confidential and will be shared with that agency with your specific written permission. Please also note that Be Mental Health Services does not have control over information once it is released to a third party.

The following is a specific agreement between you and your child/children:

I agree that my/our child/children (please print name(s)):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

should have privacy in his/her/their therapy sessions and I agree to allow this privacy except in extreme situations, which I will discuss with the therapist. At the same time, except under unusual circumstances, I understand that I have a legal right to obtain this information. I will do my best to ensure that therapy sessions are attended and will not inquire about the content of the sessions. If my child prefers/children prefer not to volunteer information about the sessions, I will respect his/her/their right not to disclose details. Basically, unless my child has/children have been abused or is/are in clear danger to self or others, the therapist will normally tell me only the following:

- 1. Whether sessions are attended.
- 2. Whether or not my child is/children are participating.
- 3. Whether or not progress is generally being made.

The normal procedure for discussing issues that are in my child's/children's therapy may be joint sessions including my child/children, the therapist, and me and perhaps other appropriate adults. If I believe there is any significant health or safety issues that I need to know about, I will contact the therapist and attempt to arrange a session with my child/children present. Similarly, when the therapist determines that there are significant issues that should be discussed with parents every effort will be made to schedule a session involving the parents and the child/children. I understand that if information becomes known to the therapist and has a significant bearing on the child's/children's well-being, the therapist will work with the person providing the information to ensure that both parents are aware of it. In other words, the therapist will not divulge secrets except as mandated by law, but may encourage the individual who has the information to disclose it for therapy to continue effectively.