

Folx and Friends Counseling L.L.C.

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Folx and Friends Counseling LLC is a privately owned and operated business, that strives to offer quality and affordable technology-enabled and in-person mental health services. We believe strongly that the foundation for quality therapy, is the therapeutic relationship between the therapist and client. Our goal is to ensure that the time that you spend in therapy is truly your time, feels beneficial for you, and something that you see as a benefit. This Agreement describes Folx and Friends Counseling services and clinical programs. It is important for you to read this document and discuss any questions you might have with us. If you agree to these terms, we will assume that you have read, understood, and agree to its contents. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these terms, at any time. We will provide notice of any changes, through sending secure notification in SimplePractice. It is your responsibility to check these terms periodically for changes.

INFORMED CONSENT FOR PSYCHOTHERAPY

GENERAL INFORMATION

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

THE THERAPEUTIC PROCESS

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

TELEHEALTH & TECHNOLOGY SERVICES

When you or your child becomes a client of Folx and Friends Counseling, you will be given access to the mobile or desktop application of SimplePractice. SimplePractice is a electronic health record and technology platform that Folx and Friends Counseling contracts with to provide safe and secure delivery of telehealth services, billing, and therapeutic documentation. The SimplePractice client portal provides personalized content and interactive resources for you, simple tools for scheduling appointments, contacting your therapist, and billing, serves as your hub of information including medical records. You may use the SimplePractice client portal so long as you are over the age of 18 or other legal age of consent and meet any additional criteria under applicable state law, and/or have the necessary capacity or authority to enter binding agreements like this through a consenting parent or legal guardian, as explained below. If you access or use the SimplePractice client portal, it will mean you read, understood and expressly agree to these Terms and that you will use the services only in accordance with the terms and conditions herein and all other applicable agreements, information, services, materials and other content provided by or through Folx and Friends Counseling. Your continued use of the SimplePractice client portal following the posting of changes will mean that you accept and agree to the changes.

Mental health services can be furnished using a number of different modalities, including telehealth, which allows you to seek care services using a secure audio or visual technology platform, rather than requiring you to come into an office for face-to-face appointments. Telehealth services are provided synchronously, meaning you and your provider will communicate in real time during a scheduled appointment over an audio/visual technology platform. There are many benefits to telehealth services, such as easier and more convenient access to services and receiving services from the comfort and safety of your home or workplace. However, there are also risks associated with telehealth services, including, but not limited to, technological failures, delays in response, and the limitations of therapy via electronic means. This section is intended to inform you of these risks, as well as the benefits, so that you may make an informed decision on whether or not to use telehealth services. You understand that, in connection with telehealth services, your provider will be located at a remote location and will not be physically present with you. Your provider will communicate with you during scheduled telehealth appointments. Simple Practice has a secure platform that your provider can use to communicate with you via video, audio, or messaging communications. However, there always is a possibility that the transmission of your information could be disrupted or distorted by technical failures, or could be interrupted by unauthorized persons.

To increase security, we recommend that you avoid using public access computers or shared networks. Telehealth has the same purpose or intention as psychotherapy, psychological treatment, and other mental health or counseling treatment that are conducted in person. However, due to the nature of the technology used, you may experience telehealth somewhat differently than face-to-face treatment appointments. Therefore, your provider will continuously assess whether telehealth is appropriate for your specific treatment needs. It is important that

you establish a plan with your provider in case you experience technological difficulties and get disconnected, or you experience a mental health crisis requiring in-person treatment.

If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that:

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. All existing confidentiality protections are equally applicable.
3. Your access to all health information transmitted during a teletherapy consultation is guaranteed, and copies of this information are available for a reasonable fee.
4. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
5. There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel cost.

BACK UP OPTIONS DURING A VIRTUAL SESSION

- If you get disconnected due to technological difficulties, we will contact you using the information you provided to us at intake. If you get disconnected during a mental health crisis, we will contact you, or if we are unable to reach you, your emergency contact. It is imperative that you ensure your, or your emergency contact's, information is always up-to-date.
- If you are experiencing an emergency situation, you must call 911 or proceed to the nearest hospital emergency room for help. If you are having suicidal thoughts or making plans to harm yourself, you can call or text the National Crisis & Suicide Lifeline at 988 for free 24-hour hotline support

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, our clinicians do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION (TEXT MESSAGE & EMAIL)

We cannot ensure the confidentiality of any form of communication through electronic media, including text messages, except for communication done through the SimplePractice client

portal. The SimplePractice client portal is the preferred method of communication between you and your clinician at Folx and Friends Counseling.

If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, let us know. While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

We use a business phone system called OPENPHONE, which enables all our support staff to monitor messages, during business hours, to assist in responding to any requests (e.g. scheduling, billing, cancelation or other identified needs requested by you).

GUARDIANS CONSENT ON BEHALF OF MINOR CHILDREN

Authorization for Minor's Behavioral Health Services In order to authorize behavioral health services for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced (or become separated or divorced) from the other parent of your child, you agree to immediately notify the other parent that a provider at Folx and Friends Counseling is meeting with your child.

You are responsible for ensuring that Folx and Friends Counseling has the appropriate authorizations needed for the treatment of your child. We may require you to provide, where custody or the right to information about treatment is contested, a copy of the most recent custody decree or other documentation that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child. If there are any changes in the status of legal guardianship/parent status, you understand that it is your responsibility to promptly notify us of any such changes.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the child's therapist or clinician regarding the child's treatment. If either parent with the appropriate authority decides that behavioral health services should end, Folx and Friends Counseling will honor that decision, unless there are extraordinary circumstances.

However, in most cases, we will ask that you allow us the option of having a few closing appointments with your child to appropriately end the treatment relationship. During the treatment of a child, our providers may meet with the child's parents/guardians either separately or together. Please be aware that our patient is the child - not the parents/guardians nor any siblings or other family members of the child.

Furthermore, any communication by a parent to our providers may be legally disclosed to the other parent, unless that parent's parental rights have been removed. A parent should NOT

share any information which they are not willing to have disclosed to the other parent. You hereby certify that you have legal authority to authorize providers at Folx and Friends Counseling to provide behavioral health services to your child. You further certify that, if you are a party to or otherwise the subject of any agreement or court order that requires the written approval of the child's other parent or any third party to authorize behavioral health services for your child, you have provided or will provide that written approval prior to or at the start of treatment.

IMPORTANT INFORMATION FOR PARENTS, CAREGIVERS & CONSENTING ON BEHALF OF MINOR CHILDREN:

Your participation is important, and is often essential to the success of the treatment. This section is intended to inform you about the risks, rights and responsibilities of your participation as a collateral participant. Your agreement and signature, below, indicates your understanding of your role as a collateral and the limitations therein. If you have any questions or concerns about what it means to be a collateral, and especially if you have questions or concerns about information that may be shared with another parent, it is critical that you discuss these questions/concerns with your clinician.

WHO AND WHAT IS A COLLATERAL?

A collateral is usually a parent or caretaker who participates in therapy to assist the child. The collateral is not considered to be a patient and is not the subject of the treatment. In addition to the mental health clinician's primary responsibility being to the patient with respect to treatment, they also have certain legal and ethical responsibilities to patients, and the privacy of that relationship is given legal protection. That privacy protection does not apply to collaterals.

THE ROLE OF COLLATERALS IN THERAPY

The role of a collateral can vary greatly. For example, a collateral might attend only one appointment, either alone or with the patient, to provide information to the clinician and never attend another appointment. In another case a collateral might attend all of the patient's therapy appointments and their relationship with the patient may be a focus of the treatment. Your child's clinician will discuss your specific role in the treatment at your first meeting and at other appropriate times.

BENEFITS AND RISK

Mental health treatment can engender intense emotional experiences, and your participation in your child's treatment may also cause strong anxiety or emotional distress. It may also expose or create tension in your relationship with your child. While your participation can result in better understanding of your child or an improved relationship, or may even help in your own growth and development, there is no guarantee that this will be the case. If you are

participating in your child's treatment, you should expect the clinician to request that you examine your own attitudes and behaviors to determine if you can make positive changes that will be of benefit to your child.

PROFESSIONAL RECORDS

No separate medical record or chart will be maintained on you in your role as a collateral. However, your demographic information will be maintained as part of your child's record, and information you provide may be entered into your child's chart, if appropriate. Your child and other adults with a right of access to health records may have a right to access the chart and the material contained therein, which may include information and communications you have provided. Other adults with a right of access to the chart / record may also have access to the information / communications you provide. There will not be a diagnosis assigned to you in your role as a collateral and there is no individualized treatment plan for you.

THE CONFIDENTIALITY OF THE THINGS YOU SAY TO YOUR CHILD'S CARE TIME

The confidentiality of information in your child's chart, including the information that you provide, is protected by both federal and state law. However, as a collateral you are not the patient, but rather you are assisting in the clinical care of a child and are not directly receiving treatment yourself. Clinicians specializing in the treatment of children have long recognized the need to treat children in the context of their family. In treatment involving children and their parents, access to information is an important and sometimes contentious topic. Particularly for older children, trust and privacy are crucial to treatment success. But parents also need to know certain information about the treatment. For this reason, your child's clinician may elect to discuss what information will be shared and what information will remain private, in accordance with applicable state law.

CONFIDENTIALITY

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts themselves in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, neglect, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an at risk adult (person 18 and older) person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.

6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally, we may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

FINANCIAL INFORMATION

You have received information on the fees that you will incur for services. You understand that you are financially responsible for charges that are not covered or paid by your insurance. You hereby consent to the release of information to third-party payors or their representatives as deemed necessary by Folx and Friends Counseling to determine benefits entitlement and to process payment claims for services provided.

You authorize and direct that payment of any health insurance or healthcare benefits otherwise payable to you for health care services will be paid directly to Folx and Friends Counseling for the charges for which Folx and Friends Counseling is authorized to bill in connection with the services provided to you.

You certify that the information given by you in applying for payment is correct. You acknowledge full responsibility for, and agree to pay, all charges not otherwise paid by your insurance company or other payor. Charges are due and payable upon receipt of the bill.

If you have questions, you are encouraged and expected to ask them before you acknowledge this form. Your acknowledgement of this form indicates that you have read and understand this document and that you have had the opportunity to ask questions about anything in this form.

SCHEDULING & ATTENDANCE

Please remember to cancel or reschedule 24 hours in advance. You may be responsible for a cancellation fee of \$50 if cancellation is same day, with notice by Folx and Friends Counseling L.L.C. If you are unable to attend your session, proactive efforts to communicate with your provider is important.

MISSED APPOINTMENTS & SAME DAY CANCELLATIONS

The standard meeting time for psychotherapy is 53 to 55 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 53-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

- Individuals who do not show for their appointment and make no efforts to communicate or reschedule will be
- **charged \$75**
- within 24 to 48 hours of missed appointment.
- Same day cancellations are subject to a \$50 charge, with notice by Folx and Friends Counseling L.L.C.

MISSED/NO-SHOW APPOINTMENTS

We understand sometimes there are emergency or moments of forgetfulness leading to a no-show appointment, which is defined as an individual who did not proactively communicate with therapist or support staff prior to the start of the scheduled appointment. We will waive one time, a missed/no-show appointment. We will communicate via SimplePractice Secure Portal the missed appointment, the waived \$75 fee, and remind you of the fee being assessed moving forward.

SAME DAY CANCELLATION

We recognize changes or unexpected events can occur, we are committed to flexibility. Individuals who are proactive in communicating with their therapist to cancel or reschedule their appointment can have this fee waived. Individuals building a habit of cancellations are subject to this \$50 same-day cancellation. Prior to this charge, your therapist will communicate this with you.

While we recognize a variety of life circumstances can happen, the time schedule is held exclusively for you. Preventing any other individual from securing this time and having a disruption in anticipated business priorities. Your therapist will wait 15 minutes for you to arrive for your session in-person or via teletherapy. After 15 minutes your session is considered missed and the missed appointment fee applies. If you arrive within the 15 minute grace period your session will still end at the regularly scheduled time.

ADDITIONAL FEES

COURT FEES

There are a variety of reasons clients or their attorney, on behalf of a client to participate in court proceedings through use of subpoenas or summons. We will, determined by counsel, provide a response to any subpoena or court summons. We will, determined by counsel, communicate directly with you. In situations involving custodial matters of children, it is important to understand we do not provide professional opinions on specific custodial matters. We speak to the direct services provided to the client, often the specific child of the custodial matter.

Day Rate:

\$1200

Administrative Cost:

\$600

Travel, Parking, & Food (Allen County)

: \$50 (includes drive time)

Travel, Parking, & Food (Out of county):

Mileage at standard federal rate of reimbursement, plus drive time at a rate of \$50 an hour, plus parking estimated at \$20, and food estimated at \$20. *** To be estimated upon notification of court appearance ***

Upon notification or receipt of a subpoena, we will send an itemized invoice for anticipatory services based on the above schedule of fees.

You have a 72 hour window to rescind the decision to subpoena your therapist. Due to the nature of therapy and to ensure our ability to attend said court hearing, we will be canceling all appointments the day of the hearing. After 72 hours, we will begin to cancel appointments and block out administrative time to ensure preparedness for your court hearing you have requested our attendance.

After 72 hours, if we have not received court orders or correspondence from an attorney to release us from said court hearing, our schedule of fees will apply and we will pursue collection effort. This is due to having already impacted other individuals' appointments.

TERMINATION/TRANSFER OF SERVICES

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment.

It is always recommended that you consistently communicate with your clinician how sessions are going and if you feel like you may need to discontinue therapy or would like a referral elsewhere. Though it can feel awkward, having honest conversation if you feel you would like to terminate therapy is important so that we can appropriately end services and can ensure that you are safe and have the supports you need.

A clinician at Folx and Friends Counseling may terminate or transfer treatment after appropriate discussion with you and a termination process if it is determined that the psychotherapy is not being effectively used, you require treatment beyond the scope/expertise of the rendering provider, or if you are in default on payment.

We will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, we will provide you with contact information of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

By acknowledging this Informed Consent, you confirm and agree to the following:

- You have been informed and have had an opportunity to ask questions and receive answers about the potential risks, limitations, alternatives, and benefits of receiving services, whether in-person or through telehealth and, after considering such matters, you consent to receiving telehealth services if such modality is appropriate and desired.
- No promises or guarantees have been made to me regarding the therapy services that you will receive.
- You have provided, or will provide before treatment, Folx and Friends Counseling accurate information regarding your identity and location.
- You have received information about the identity, practice location, and other information regarding your provider.
- You have been informed regarding how to enter appointments and communicate with your provider via Folx and Friends Counseling telehealth platform (Simple Practice), and will discuss a plan with your provider for how to work around technological difficulties and connections issues should they occur.
- If your provider determines that telehealth services are not appropriate for your condition or care, your provider may use other appropriate arrangements, including a referral or scheduling in-person services.
- You may refuse telehealth and/or medication management services at any time, without loss or withdrawal of treatment options or affecting your right to future treatment.
- All applicable confidentiality protections apply to our services, in accordance with the Notice of Privacy Practices also provided to you.