



## Informed Consent for Treatment

For the purposes of this informed consent for treatment:

- Jamie F. Wintz, LMHC, LLC. will now be abbreviated as follows “JW”.
- The person(s) seeking treatment/being seen in JW’s counseling office and/or the parent/the guardian thereof will now be abbreviated/referred to collectively and or interchangeably as “the client”.
- Health insurance companies will be abbreviated to “Ins. Co.” Employee Assistance Programs will be abbreviated to “EAP”. Appointment will be abbreviated to “appt”.

### About Insurance and EAP Companies

(The client always has the right to pay privately for JW’s services to avoid the complexities which are described below.)

- The client is responsible for contacting the client’s EAP or Ins. Co. to verify and understand JW’s status as an “in network” or “out of network” provider for the client’s plan, the limits of the client’s coverage for mental health/behavioral health services, as well as the client’s co-payments and deductibles, and obtaining preauthorization, if required, as applicable.

The client understands that:

- mental health providers are required to submit psychiatric diagnosis &/or a “treatment plan” including counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, medication prescription and monitoring, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date;
- if an Ins. Co. or EAP elects to audit its particular clients charts at the therapist’s practice they may also discover description of the presenting problem, members within the client’s household & quality of relationships, current medical information, therapeutic interventions, & other data in the medical record (e.g. medical session notes);
- Ins. Co. & EAPs reserve the right to audit their member’s charts at any time (i.e. to monitor compliance for “medically necessary” treatment);
- once this information is submitted to the Ins. Co. &/or EAP it becomes a part of the client’s permanent medical record & it may be computerized or entered into a national medical information data bank. Once, submitted to the EAP &/or Ins. Co., JW has nothing to do with how it’s used or maintained by the EAP &/or Ins. Co. & cannot be held liable for how the information is used thereafter by the EAP &/or Ins. Co;
- if the client does not want to release diagnostic information to the Ins. &/or EAP Co., the client will not give JW Ins. Co. or EAP information. If the client has already given JW permission to bill the Ins. Co. or EAP and the client no longer wishes to utilize insurance or EAP benefits, the client must advise JW of this in writing. JW cannot be held responsible for information or claims already submitted prior to the client’s written request;
- each Ins. & EAP Co. have contracted reimbursement rates established with their contracted providers. If a provider chooses to contract with an Ins. or EAP Co., that provider has agreed to accept their reimbursement rates regardless of the counselor’s billed rates. The counselor cannot balance bill the client for sessions as per the counselor’s contract with the Ins. or EAP Co. The provider can bill the client for non-Ins./EAP covered services (i.e. late cancel/no show fees, court-related fees, fees related to copying/faxing/mailling documentation, etc.);

### About Fees & Payments

- JW reserves the right to periodically adjust these fees. The client will be notified of any fee adjustments in advance if known by JW. In addition, these fees may be adjusted by contract with insurance companies or other third party payors or by agreement with JW.
- Please be aware that insurance companies have restrictions on what they will cover and not all issues that may bring someone to therapy are covered by insurance. Whenever possible JW will notify the client ahead of time if JW is aware of said restrictions.

- **JW's billable rates for treatment are as follows:**
  - **Diagnostic Intake/Interview 60-75 min. + administrative time (90791): \$175**
  - **Individual Psychotherapy 45 min. (90834): \$100**
  - **Conjoint/Family Psychotherapy (90847): \$125**
  - **Family Psychotherapy without the Client Present (90846): \$125**
  - **Individual Psychotherapy for 60 minutes (90837): \$125**
- JW offers a small sliding scale (reduction in billable rates for treatment) for existing clients who, during the course of treatment, lose insurance coverage, switch to an insurance plan not accepted by JW, and/or experience a reduction in ability to pay due to job loss.
- Payment (regardless of whether it's a copayment, coinsurance, deductible, or private payment) is due at the time of session. The client is ultimately responsible for the payment of fees (not the EAP &/or Ins. Co.). Should the EAP &/or Ins. Co. elect not to pay for any reason (i.e. if the client did not attain an authorization for sessions from Ins. Co.), these fees will be due within 30 days of the EAP/Ins. Co.'s rejection.
- **The client understands that JW only typically accepts cash or check (at this time the credit card option is only reserved for collecting cancellation/no-show fees, outstanding fees, or for emergencies).** If the client's check bounces, the client will be asked to pay cash from that point forward for any further sessions & will be asked to pay any fees charged by JW's bank for the bounced check (typically \$32).
- The client understands that the client (not the Ins. Co.&/or EAP) will be held responsible for the following fees should they occur and that the client will be notified ahead of time by JW if the client is to be charged:
  - **\$250 an hour if JW is forced to appear in court on the client's behalf via a subpoena. The client shall be billed per whole hour for JW's time related to court-appearance/testimony, wait time, travel time, deposition, document/testimony preparation time, attorney meetings, and/or court-related telephone calls. All fees are rounded up to the nearest whole hour. If JW is forced to appear in court on the client's behalf via a subpoena, the client agrees to pay upfront and prior to JW's court-appearance, a non-refundable retainer fee in the amount of \$1000 (which represents 4 hours of service). Should JW be required to perform court-related services in excess of 4 hours, the client acknowledges that he/she will be billed \$250/hour for any additional court-related services performed by JW. The client acknowledges that this document serves as a contract for professional services so written and agreed to between the client and JW, and the client (not the attorney, insurance company, or any other party) will be held liable for full payment of JW's court-related fees.**
  - \$25 per quarter hour with a quarter hour minimum for outside of session contacts with JW (i.e. phone calls, emails, etc. initiated by the client) surpassing 15 minutes in length and/or that are excessive in nature.
  - \$100 per hour (fee rounded to the nearest whole hour) should JW be requested or required to write up case summaries to other professionals/parties regarding the client's care. Charges associated with these services will be due prior to the other professionals/parties receiving said documentation.
  - \$1 per page should the client's records be requested to be faxed, mailed, &/or emailed to other professionals/parties regarding the client's care. Charges associated with these services will be due prior to the other professionals/parties receiving said documentation.
  - postage to send said documents to other parties.
- The client understands that if the client does not fulfill the client's financial obligations within 30 days (unless otherwise arranged with JW), JW has the right to pursue payment via a collections agency (JW has a collections business agreement with IC System) &/or JW has the right to report outstanding balances to the credit bureaus, &/or JW has the right to pursue payment via small claims court.
- The client understands that failure to pay JW's fees for services rendered will result in immediate termination of treatment, without exception.

### **About Appointment Cancellations, Reschedules and No Shows**

The client understands appointments must be cancelled or rescheduled with a minimum notice of 24-hours. Notice of cancellations and reschedules with only 24-hours notice need to be made via telephone/leaving a voicemail. The client understands that if the client does not provide a minimum notice of 24-hours (CX/RS < 24 hr) or the client no shows (NS) for an appt. without a valid excuse, the client's credit card on file will be charged \$60 for the first offense and the full session fee for every missed appt. thereafter. If this happens more than twice, JW reserves the right to terminate the therapeutic relationship and will provide referrals to other appropriate clinicians and the client will be responsible for paying the resulting fees for the offending NS/RS/CX. For clarification, a "valid excuse" would be if there was an act of nature/God preventing the client's arrival (i.e. a communicable illness for which the client was unable to call ahead of time to inform JW of the illness; if the client were hospitalized or otherwise medically incapacitated; if the

client were involved in an emergency, or if any of these things happened to a close family member that the client takes care of and the client was unable to contact JW due to the circumstances). The client understands that EAP &/or Ins. Co. cannot/will not be billed for CX/RS< 24 hr &/or NS therefore the client is fully responsible for the payment.

### About Methods of Communication & Protection of Privacy

*My initials indicate that I consent to communicate with JW using the following methods (initial the box beside the method(s) you consent to use for communication with JW):*

- Telephone: JW maintains a confidential voice mail associated with her office phone (352-514-2562). JW strongly recommends that clients utilize telephone communication as the primary mode of communication with JW for the purposes of scheduling appointments and/or holding *brief and infrequent* discussions regarding treatment (see section entitled About Fees & Payments for information related to fees for outside of session contacts initiated by the client).
- Fax: JW maintains a secure communication system via fax (561-784-6999). JW may utilize this system in order to bill the client's insurance and send treatment-related documents (per client request with a signed release of information).
- Email: JW utilizes two different email systems for the purpose of communicating with clients: 1) Gmail, which is not encrypted or HIPPA-compliant and 2) a secure, encrypted, and password protected email system through TherapyAppointment.com. **If the client chooses to communicate with JW via email, JW hereby advises the client to utilize the secure, encrypted, and password protected email system through TherapyAppointment.com as opposed to Gmail.** Note that this system will require the client to select a user name and password in order to retrieve messages from JW. Should the client choose to communicate with JW through Gmail, note that JW cannot guarantee the confidentiality of any information sent by the client to JW's Gmail account, nor can JW guarantee the confidentiality of any information sent by JW to the client's general, unencrypted email account (i.e. Yahoo, AOL, Hotmail, etc.). **Also note, all email communications are considered a part of the client's clinical record and, thus, subject to all privacy regulations and limitations as discussed in the HIPPA Notice of Privacy Practices.**
- Text: Should the client choose to communicate with JW via text, note that JW cannot guarantee the confidentiality of any information exchanged between the client and JW. The client may choose to have JW send automated appointment reminders to their cell phones, as per the Appointment Reminders and Online Appointment Scheduling agreement; however, the client acknowledges that communication via text is not confidential and/or HIPPA-compliant and JW cannot guarantee the confidentiality of any information sent via text. **Also note, all communications via text are considered a part of the client's clinical record and, thus, subject to all privacy regulations and limitations as discussed in the HIPPA Notice of Privacy Practices.**

### About Social Networking & Use of Search Engines

- Social Networking Sites: JW does not accept "friend" requests from current or former clients on social networking sites, such as Facebook due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, JW requests that clients do not communicate with her via any interactive or social networking web sites.
- Google/Search Engines: At times JW may conduct a web search on her clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with JW immediately.

### About the Therapist's Responsibilities & Client's Responsibilities

**Jamie F. Wintz, LMHC, LLC is responsible for:**

- billing for services provided to the appropriate, designated party (i.e. EAP and/or Ins. Co. or directly to the client if the charge is not an Ins. billable item) and explaining any charges as necessary;
- going over the client's goals, symptoms, &/or diagnosis with clients and suggesting various types of treatment;
- explaining the advantages & risks of therapy as necessary/appropriate;
- ensuring that another licensed therapist will be made available to the client via telephone in the event of a client having an urgent need when JW goes on vacation or has some type of other situation in which she'd be unreachable or unavailable for more than 24-hours;
- adhering to all state & federal laws pertaining to the practice of mental health counseling services;
- adhering to all codes of ethics of any professional association the therapist is involved with;
- keeping scheduled appointments with clients unless there is an unforeseen emergency – in which case clients will be informed as soon possible;
- informing clients in writing if there are to be any changes to this agreement.

### The Client's Responsibilities are to:

- understand EAP &/or mental health Ins. benefits (i.e. deductible, co-pay, co-insurance, authorization requirements, etc.) & to notify JW of any changes to the client's benefits as soon as the client is aware of such changes;
- pay for services not covered by the client's EAP and/or Ins. Co. unless restricted by contract;
- notify JW of any changes to the client's address, phone number(s), medical conditions, medications, employment, symptoms & credit card information;
- be on time to the client's appts. & to call JW if running behind; Clients must pay the full session fee/copay even if tardy.
- schedule appts. with full intention of keeping them regardless of the client's right to CX or RS within 24-hours;
- give JW as much notice as possible if the client's appointment needs to be CX or RS and understand that the 24 hr. notice is the minimally acceptable amount of time to give unless there are "valid excuses;"
- leave the client's name, an acceptable phone number to call back (&/or leave a message at) and the reason for the message so JW can get back to the client. JW is not responsible for returning inaudible messages – so please speak slowly and clearly and leave the number twice. When messages are inaudible, JW cannot return the calls;
- reserve contact with JW outside of session for urgent issues or scheduling purposes only (non-urgent issues should be journaled & presented at the next scheduled session);
- **understand JW is NOT an emergency or crisis treatment provider. If the client has an urgent situation that arises, the client will leave a brief but detailed message & can expect a call within 12 hours (JW will always attempt to respond to the client as soon as is possible);**
  - call 911 (not JW) if having a life threatening emergency (or if appropriate the client can go to the nearest Emergency Room);
  - call the Mobile Crisis Unit (not JW) at 561-383-5777 if you are not sure whether you should go to the Emergency Room;
  - understand that JW reserves the right to refer the client for appropriate mental health services in the community should it become evident that the client requires a level of care greater than JW is able to provide in an outpatient setting.
- **be responsible for and active in treatment;**
- understand that no other professional sharing office space with JW or that is otherwise in affiliation with JW will be held responsible for any aspect of the client's on-going treatment;
- come up with a treatment plan/goals with JW that address the symptoms of the client's mental health condition that is making counseling "medically necessary". These goals must be measurable & objective (behaviorally based) & will need to be reviewed regularly;
- allow for/complete assessments on a regular basis as required to monitor my mental health condition to ensure that treatment is still required and is appropriate;
- ask questions if not understanding the treatment plan or any aspect of treatment;
- **understand that therapy does not guarantee resolution of circumstances/problems/issues (i.e.- couples counseling does not guarantee that the couple's relationship will be saved);**
- **understand that therapy can run the risk at times of creating uncomfortable feelings & can even sometimes worsen symptoms/circumstances as sometimes change does (i.e. – discussing past traumatic situations can elicit painful feelings on the way to feeling relief);**
- communicate with JW if expected changes are not being seen or felt within a reasonable amount of time. Typical therapy can last anywhere from 3 sessions to over 6 months depending on the severity and complexity of the symptoms/issues;
- inform JW if there is any possibility that the client may become involved in a legal situation in which the client's therapy could be implicated;
- **understand that JW is not an expert witness under any circumstances, is not a custody evaluator, does not make fitness for duty or disability determinations of any kind, & does not appear in court unless subpoenaed by a Judge. As such JW will not provide records or testimony unless compelled to do so by a subpoena. JW will generally not write or sign letters, reports, declarations, or affidavits to be used in any of the above matters nor communicate with attorneys;**
- **understand that it is therefore agreed that should there be legal or disability type proceedings neither the client, nor the client's attorney, nor anyone else acting on the client's (collective of those signing) behalf will call on JW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested;**

- communicate with JW about the desire to terminate therapy & to discuss with JW questions or disagreements about the therapy process. The client agrees, at minimum, to a closing phone call but understands the best way to properly terminate a therapeutic relationship is by all therapeutic participants to engage in a closing session;
- understand JW (when done ethically and legally) may terminate therapy at any time with any client;
- **understand that if there are no future appts. booked & there has been no contact between the client & JW for a period of 30 days or more that the client's case will be considered closed. The client will receive a letter by mail prior to the case being closed. Should the client desire for the client's case to be reopened, the client will need to reestablish contact with JW;**
- ensure that the minor's or vulnerable adults involved in therapy with JW understand this contract in full.

**Acknowledgement of/Agreement to Informed Consent for Treatment**

The undersigned/the client has had the opportunity to ask any questions that the client may have about this informed consent. By signing this informed consent the client is agreeing to adhere to all of its contents and is voluntarily choosing to enter into a therapeutic relationship with Jamie F. Wintz, LMHC, LLC and may terminate services at any time.

_____	_____	_____	_____
Adult Client Name	Date of Birth	Signature	Date
_____	_____	_____	_____
Vulnerable Adult/Minor Client Name	Date of Birth	Guardian Signature	Relationship to client
			Date