

Elbow Tree Christian Counseling, LLC
Information, Authorization, & Consent for Treatment
Steve McIlvaine, LMFT, LPC~MHSP

The following information is provided to my clients to assist them in understanding the policies and procedures at our office. We strive to provide care which is both affordable and of the highest quality. Please do not hesitate to ask questions at any time.

Scheduling Appointments:

My wife, Cindy, is my office manager. To make an appointment, contact her at 423.517.7070, ext. 4. All scheduling questions should be directed to Cindy. You may call at any time. If required, leave her a message and a contact number and she will call you back as promptly as possible. Appointments are on Eastern Time. As a courtesy, Cindy will usually call before an appointment as a reminder. You are responsible for your scheduled time whether Cindy is able to remind you or not. A twenty-four (24) hour notice is required if you must cancel your reserved time. Otherwise, late cancellations or no-shows will be charged at the rate of your full **Session Fee**. Clients arriving late to appointments are responsible for the full **Session Fee** even though the full session will not be available. In case of inclement weather (e.g., snow and ice) please call the office to determine if we will be open.

Minor children may not be brought into counseling appointments or left in the waiting area unattended. If you are not able to secure childcare prior to your appointment, then you will need to call and cancel your appointment in advance and reschedule for another suitable time.

Fees and Payment:

The fee for a 50-minute session is \$100.00. I accept cash, personal checks, debit cards, credit cards, and health savings account cards. All card charges will include a \$3.00 service fee. It is the policy of *Elbow Tree Christian Counseling, LLC* that the **Session Fee** is to be paid prior to the beginning of each session. There will be a \$25.00 processing fee for all returned checks. An invoice or receipt will be available if you request one. If you have an upcoming session, but do not have the ability to pay, then you will need to cancel your appointment in advance and reschedule for a more suitable time. If you have insurance, I can participate as an "Out of Network" provider. Serving you as an "Out of Network" provider means you pay my regular **Session Fee**, then I provide you with a receipt that has all the point-of-service information necessary for you to file and possibly get a rebate from your insurance company.

If you currently are or may be involved in any litigation that would require me to become involved in your case (phone consults, letters, travel time, attendance at court, etc.) a pre-paid \$200/hour rate will apply to all such involvement on my part.

Fee Payment Agreement

I understand and agree that I will be charged for and required to pay for missed appointments, at the full **Session Fee**, if not cancelled at least 24 hours in advance.

50-minute Session Fee \$ _____

Signature of adult client or parent/legal guardian of client less than 18 years of age

Date

Emergencies and After-Hours Communication:

Should you call or email me between appointments, please provide a clear message with your contact information. Your call or email will be responded to as promptly as possible. After office hours, **if your situation is an emergency, please call 911 immediately or your local emergency services for assistance.** Any in-between session communication will be subject to a reasonable fee. It is important for you to know that the use of cellular phones for texting or phone calls do not provide a secure line of communication, and therefore, communication over them can be breached. The same is true regarding the use of email. In order for Cindy or I to leave you a voice-mail, please be sure your mailbox is set up, that it clearly identifies that it is yours, and that there is space available to lodge a message in.

My initials indicate that I understand the risk of phone calls, texting and email. _____

Elbow Tree Christian Counseling, LLC
Information, Authorization, & Consent for Treatment ~ Continued:

Personal Requests:

A note to female clients: Ours is a professional relationship and must be respected by both sides. Due to the prevailing culture, I have adopted a policy regarding my work with female clients. In order to promote the healthiest environment in our work, when attending therapy, please dress in a modest and considerate manner. The motivation behind this request is to honor you, my wife, and my family. Thank you.

Also, because of my active participation in two different networks engaged in response to critical incidents (one locally and one internationally) I might seek your help by asking you to reschedule an appointment. Thank you in advance for your sensitivity, flexibility, and grace in this area.

Privileged Communications:

Mental Health Providers, like myself, have a strong privileged communication law in Tennessee, which carries virtually the same legal status as that of attorney-client. As the client, your disclosures and communications are considered privileged and confidential, and your records are protected under federal and state regulations governing confidentiality and cannot be disclosed or released without your written consent unless the following circumstances are believed to or do exist; *(1) where the abuse or endangering neglect of children, the elderly, or the disabled or of incompetent individuals is known or reasonably suspected; (2) where the validity of a will of a former client is contested; (3) where such information is necessary for the counselor to defend him or herself against a malpractice action brought by a client; (4) where an immediate threat of physical violence against a readily identifiable victim is disclosed to the counselor; (5) in the context of civil commitment proceedings, (6) where an immediate lethal threat of self-inflicted harm is disclosed to the counselor; (7) where the client, by alleging mental or emotional damages in litigation, puts his or her mental state at issue and the clinical record is required, and (8) where the client is examined pursuant to a court order.* With the foregoing exceptions in mind, all aspects of your record are kept private, confidential, and privileged unless you specifically sign and authorize a release of information divulging information from your clinical record.

Your Informed Consent to Receive Care:

INTAKE INTERVIEW: The intake interview is an opportunity for you and I to begin the work of identifying and evaluating the situation you are presenting. A main goal of this initial interview is to match your identified needs with the most helpful resources available. Occasionally, this will mean a referral to another therapist at Elbow Tree or an outside professional or agency. If an outside referral is deemed appropriate, Elbow Tree will make every effort to connect you with the therapeutic resources best suited to meet the needs you initially present.

LIMITATIONS OF SERVICES: I understand that Elbow Tree services are limited to psychological and spiritual evaluation, assessment, consultation, and intervention. I understand that interventions may include consultation, counseling, and psychotherapy oriented toward helping you face life's challenges from a Biblical perspective. I understand that Elbow Tree is not promising a cure or offering any guarantee of results or improvement of any condition or situation. I understand that while Tennessee law may permit minors sixteen years and older to consent to mental health care without parental consent, Elbow Tree does not treat minors without parental permission or authorization.

ASSUMPTION OF RISKS: I understand that the potential risks of undergoing psychological and/or counseling services may include limited precision of psychological assessment procedures, possible disagreement with the opinions offered to me, and possible increased emotional distress concerning my situation. I also understand that any court order requiring me to obtain psychological services is an obligation solely between myself and the courts and NOT the provider. I accept full responsibility for payment of all charges rendered under such obligations.

COMPLAINT PROCEDURES: If you are dissatisfied with any aspect of our work, please inform Greg Seymour, owner of ETCC, immediately. This will make our work together more efficient and effective. If a problem arises requiring a legal remedy to solve, the client agrees to solve all problems through the means above or independent mediation and not pursue formal litigation. Complaints should also be registered with the Tennessee Department of Health Attn: Complaints 425 Fifth Avenue North, Cordell Hull Building, 3rd Floor Nashville, TN 37247 or with the Office of Investigations (1.800.852.2187).

Patient Authorization & Consent for Treatment

You have been provided with the preceding information fully informing you about the policies of our office and some of the parameters of the care you will receive. Psychiatric and psychological care, like other things in life, offers no absolute guarantee of success and there are limitations to any form of care offered to a client. Since such limitations are always a function of the particular situation in question, an individualized treatment plan will be constructed and discussed with you. Please discuss any questions you have regarding these policies and/or procedures with me.

By signing below, you are acknowledging that you have read, understood, and are fully consenting to the policies and procedures of Elbow Tree Christian Counseling, LLC. Your signature acknowledges your complete authorization for treatment and informed consent for care.

Signature of adult client or parent/legal guardian of client less than 18 years of age

Date

Witness

Date

PATIENT NOTIFICATION OF PRIVACY RIGHTS

The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information. Commonly referred to as the “medical records privacy law,” HIPAA provides patient protections related to the electronic transmission of data (“the transaction rules”), the keeping and use of client records (“privacy rules”), and storage and access to health care records (“the security rules”). HIPAA applies to all health care providers, including mental health care, and providers and health care agencies throughout the country are now required to provide clients a notification of their privacy rights as it relates to their health care records. You may have already received similar notices such as this one from your other health care providers.

As you might expect, the HIPAA law and regulations are extremely detailed and difficult to grasp if you don’t have formal legal training. The Patient Notification of Privacy Rights document, provided to you, is our attempt to inform you of your rights in a simple yet comprehensive fashion. Please read this document, as it is important you know what client protections HIPAA affords all of us. In mental health care, confidentiality and privacy are central to the success of the therapeutic relationship, and as such, you will find we make every effort to do all we can to protect the privacy of your mental health records. If you have any questions about any of the matters discussed in this document, please ask for your therapist to provide you with further clarification.

By law, Elbow Tree Christian Counseling, LLC is required to secure your signature indicating you have reviewed this Patient Notification of Privacy Rights Document. Thank you for your thoughtful consideration of these matters.

Greg Seymour, M.A., LPC-MHSP
HIPAA Compliance Officer

I, _____, have personally reviewed and, as needed, achieved a satisfactory understanding with my therapist of the Patient Notification of Privacy Rights document which provided me with a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters. I am satisfied with my understanding of this document and am signing this “acknowledgment form” as evidence of my satisfaction.

Signature of adult client or parent/legal guardian of client less than 18 years of age

Date

Witness

Date

Copy of *Patient Notification of Privacy Rights* made available to client/parent/guardian

Copy of *Patient Notification of Privacy Rights* declined by patient/parent/guardian