



## Consent and Services Agreement

Welcome to Butterfly Effect Counseling, PLLC! This document covers necessary information about our specialized services and business policies. When you sign this document, it will represent an agreement between you and Butterfly Effect Counseling, PLLC. It is essential that you understand the concepts addressed within this form. Spend as much time as needed to review and discuss any questions you have with your therapist.

**About our Services:** It's our objective to provide an empowering and life-improving experience for our clients. Counseling has both rewards and drawbacks. It can lead to enhanced satisfaction in interpersonal relationships, greater personal awareness and insight, a considerable reduction in feelings of distress and solutions to certain problems. Drawbacks may consist of experiencing unpleasant feelings such as, anger, frustration, guilt, helplessness, sadness and worry because during counseling you may be required discuss troublesome parts of your life. There are no miracle cures. Therapy requires involved effort on your end. We cannot promise that your behavior or circumstance will change. We can promise to support you and do our very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. It will be in your best interest to work on matters outside of sessions that are reviewed within sessions.

**Confidentiality:** You may discuss personal information with your therapist. Confidentiality of that information and your total privacy are very important to us. The Health Insurance Portability and Accountability Act (HIPAA), along with applicable state and local laws, strictly governs how Butterfly Effect Counseling, PLLC handles your protected health information (PHI). Butterfly Effect Counseling, PLLC is deemed a "covered entity" under HIPAA, meaning that we follow with HIPAA privacy rules. Generally, there are three things we can use your PHI for –treatment, payment, and health care operations. Our full notice of privacy practices was provided to you in your intake documents, and can also be found on our website:

<https://www.butterflyeffectcounselingmi.com/faq>

As a HIPAA covered entity, Butterfly Effect Counseling, PLLC keeps **all** of your PHI (including any communications you have with your therapist) strictly confidential. However, there are exceptions to this confidence – including situations where Butterfly Effect Counseling, PLLC must disclose

information agreeable to state and federal law. The following is a list of some, but not all, exceptions:

- the client signs a written consent or authorization to use or disclose PHI;
- the client expresses serious intent to harm self or someone else;
- there is reasonable suspicion of abuse or neglect against a minor, elderly person, or dependent adult;
- for billing purposes;
- a subpoena or court order requires disclosure.

Your therapist may work and live in the area in which treatment is being provided. If you see your therapist outside of a session, Butterfly Effect Counseling's policy is that your therapist will not acknowledge you unless you acknowledge them first. This is to protect your confidentiality.

Finally, you hereby agree not to summon your therapist to court as a witness for any reason or involve your therapist in any legal proceedings that would require them to compromise the responsibility of confidentiality, apart from general records requests.

**Medical Records:** We are required to keep proper records of the mental healthcare services that we deliver to you. Your records are kept in a protected electronic health record. Except in rare conditions that involve danger to yourself, you have the right to a copy of your health records with proper authorization. For more information regarding how your electronic health record is managed, please see our full notice of privacy practices on our website.

**Electronic Communication & Online Counseling:** Telephone (including text), email, and videoconference are not encrypted methods of communication, and some confidentiality risk exists with their use. Butterfly Effect Counseling, PLLC communicates using these methods. While we do our best to verify your email address, phone number and address at the time of intake, it is your responsibility to update your record if you would like to communicate via different means, or if any of your contact information has changed. By signing this Consent and Services Agreement, you consent to your therapist, or someone from our team, following up with you by telephone, text or email for scheduling, billing, quality assurance, or other reasons. If you would prefer not to be contacted by email and/or text or need to update your information, you may contact us at [support@butterflyeffectcounselingmi.com](mailto:support@butterflyeffectcounselingmi.com) or 1 (586) 460-9075. If you and your therapist are participating in online counseling sessions, the therapist will abide by the laws and ethical codes of their state of licensure. While a growing base of research has shown that online counseling services—through various electronic means—can be effective, such services are relatively new in contrast to traditional in-person counseling, which has a much longer track record of positive results. Online counseling may not be suitable for some clients and for the treatment of some mental health issues.

**Conflicts:** We work hard to ensure that you have a positive experience. If you don't have a great experience, please tell us and we will try and make it right. If a conflict occurs, it is agreed that any disputes shall be negotiated directly between the parties. If these negotiations are not agreeable, then the parties agree to mediate any differences. Litigation shall be considered only if these approaches are given fair effort.

**Emergency Contacts:** Your therapist will establish emergency contacts for you, such as a family member. These contacts may be used if your therapist sees a need. If you are in crisis, please go to your nearest emergency room or call the hotline emergency number by dialing 988. See additional help here: <https://www.butterflyeffectcounselingmi.com/resources-1>

**Inactive Clients:** If you (client) fail to attend a session within 30 days of your last therapy session, Butterfly Effect Counseling, PLLC will assume you have concluded your counseling relationship with your current therapist unless otherwise discussed with your therapist. At any time after you have ended your relationship with your therapist, you may contact Butterfly Effect Counseling, PLLC to schedule a new intake appointment. You agree that Butterfly Effect Counseling, PLLC may contact you when you become an inactive client for feedback or other reasons. You may opt out by contacting us at [support@butterflyeffectcounselingmi.com](mailto:support@butterflyeffectcounselingmi.com) or 1 (586) 460-9075.

**Minors:** Butterfly Effect Counseling, PLLC will only provide services to minors between the ages of 14 and 17 years of age.

In the state of Michigan, a minor 14 years of age or older may request and receive mental health services and a mental health professional may provide mental health services, on an outpatient basis, without the consent or knowledge of the minor's parent, guardian, or person in loco parentis. Services provided to a minor under this section shall be limited to not more than 12 sessions or 4 months per request for services. After the twelfth session or fourth month of services the mental health professional shall terminate the services or, with the consent of the minor, notify the parent, guardian, or person in loco parentis to obtain consent to provide further outpatient services. See more at: <http://legislature.mi.gov/doc.aspx?mcl-330-1707>

**Coordination of Care:** Butterfly Effect Counseling, PLLC believes in integrated health care. During your intake appointment, your therapist may ask if you have a primary care physician (PCP). If you choose to do so, you may request a Release of Information (ROI) form be completed so that they may coordinate your care with your PCP, to ensure the best possible outcome.

**Billing:** You agree that Butterfly Effect Counseling, PLLC may bill any insurance through the information that you provide. Butterfly Effect Counseling, PLLC will attempt to validate benefits on your behalf. However, benefits are not a guarantee of full or partial payment by your insurance company. For example, you may be responsible for a co-pay or payment of a deductible before your benefits are applied. You will be responsible for any co-pays or other non-covered fees or costs. In addition, if your insurance has terminated or is unable to be verified, we will reach out to attempt to resolve the issue. If the issue cannot be resolved, you will be responsible for the self-pay rate of any sessions that may occur. As described above, there may be situations in which you

are responsible for the entire cost of services (e.g., an unmet deductible) and we may be contractually obligated to charge you more than our marketed self-pay rate.

**Self-pay Clients:** If you are a self-pay client, meaning you do not have insurance or you choose not to use your insurance, you have the right to request a Good Faith Estimate (GFE) explaining how much your therapy services are likely to cost. This includes the total expected cost of any non-emergency item or service such as those offered at Butterfly Effect Counseling, PLLC. We will provide you with a GFE upon request at least one (1) business day before your scheduled session.

You can request your GFE by emailing [support@butterflyeffectcounselingmi.com](mailto:support@butterflyeffectcounselingmi.com)

If you receive a bill for at least \$400 more than your GFE, you can dispute the bill by visiting:

<https://www.cms.gov/nosurprises/consumers/medical-bill-disagreements-if-you-are-uninsured>

Make sure to save a copy of your GFE.

Questions on your rights can be directed to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 1-800-958-3059.

**Fees and Cancellation:** You consent to Butterfly Effect Counseling, PLLC securely retaining the credit card information you provide. You are responsible for payment of all amounts not covered by insurance, and for ensuring your payment information is up to date. Costs may include a copayment, cost share, deductible, or other fees, which will be charged to the card on file as soon as possible after your insurance company provides Butterfly Effect Counseling, PLLC with your explanation of benefits. Any balance owed will be charged on a per session basis. Payment must be made by credit or debit card; we are not able to accept cash or checks. To change your method of payment, you may contact [support@butterflyeffectcounselingmi.com](mailto:support@butterflyeffectcounselingmi.com) – If you refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment. Please note that we may be required to provide limited information about you and your treatment to a third party who is associated with your payment method (e.g., if you utilize a parent's or spouse's credit card), but that disclosure will be limited to the information necessary to resolve the applicable billing issue.

If you miss a session without canceling, or cancel with less than 24-hours' notice, our policy is to charge you a cancellation fee of \$50 (see cancellation policy). Insurance companies do not provide reimbursement for canceled sessions, and you will be responsible for the cancellation fee. If possible, we will try to find another time to reschedule the appointment. We will keep your credit card information on file, and you agree for it to be used to collect these fees.

Butterfly Effect Counseling, PLLC charges for other professional services that you may require, such as producing your medical records to you or third parties, report or summary writing, or the time required to perform any other service which you may request of your therapist.

**Law:** This Consent and Services Agreement is governed by the laws of the state in which you are located when receiving services. Where this Consent and Services Agreement differs from relevant state or federal laws, those laws will govern.

**ACKNOWLEDGEMENT: I have been provided a copy of Butterfly Effect Counseling, PLLC's Notice of Privacy Practices. I have read and fully understand and agree to the terms of this Consent and Services Agreement.**

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Parent/Legal Guardian Name (if applicable): \_\_\_\_\_

Client or Parent/Legal Guardian Signature: \_\_\_\_\_