This document describes Patient Rights and Responsibilities. Your therapist/counselor/clinician, or other mental health professional (“provider”) at Progression Counseling Group or PCG Clinic (“the Practice") has asked you (“the Client”) to read and sign this document before you start therapy. Although this document is lengthy, it includes important information, and you must sign the document prior to your initial appointment. If you have any questions, contact the Practice or your assigned Provider.

THE THERAPY PROCESS

Therapy is a collaborative process where you and your Provider will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your Provider have specific rights and responsibilities. Therapy generally shows positive outcomes for individuals who follow the process. Better outcomes are often associated with a good relationship between a client and their provider. To foster the best possible relationship, it is important that you understand as much about the process before deciding to commit.

Therapy begins with the intake process. First, you will review the Practice’s policies and procedures, talk about fees, identify emergency contacts, and decide if you want health insurance to pay your fees depending on your plan's benefits. Second, you will discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. You will sign a consent form. If your Provider is practicing under the supervision of another professional, your Provider will tell you about their supervision and the name of the supervising professional. Third, together you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals, and the steps you will take to achieve them. Over time, you and your Provider may edit your treatment plan to be sure it describes your goals and steps you need to take to achieve them.

After intake, you will attend regular therapy sessions at your Provider's office or through video, called telehealth. If you decide to participate in therapy through telehealth, you will sign another consent form. Participation in therapy is voluntary - you can stop at any time. At some point, you will

achieve your goals, at which time you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

APPOINTMENTS

Appointments will ordinarily be 45-60 minutes in duration, typically once per week at a time we mutually agree on, although some sessions may be less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. It is important that you show up for your scheduled appointments or give us 48-hour notice of the need to cancel. Missed appointments cannot be billed to your insurance. You may incur a missed appointment fee for late cancelations or no-shows. See the Fees section of this document.

TERMINATION

After the first couple of meetings, your provider will assess if they are able to help you. If at any point during psychotherapy, we feel as though we are not effective in helping you reach the therapeutic goals or our level of care is not appropriate, then we are obliged to discuss it with you and, if appropriate, terminate treatment. The Practice does not accept or continue to work with clients who, in our opinion, we cannot help. In such a case, we will refer to you other practices or providers who may be able to help you.

You have the right to terminate your treatment at any time. Please let us know if this is the case and give appropriate notice (at least 48-hours) if you have an upcoming appointment scheduled.

As you progress towards treatment goals, your provider will typically begin to reduce the frequency of your treatment. The provider may recommend termination of treatment or lessening frequency to a “maintenance” stage if your symptoms have decreased, you are progressing significantly, and/or you have attained all goals. If we believe your treatment needs are beyond our scope of practice, we will give you referral options and help link you with a more appropriate treatment provider. We may terminate your treatment if you have had no appointments within 60 days, you have missed three (3) or more appointments, you have had two (2) or more consecutive no-shows, or you do not respond to our contact attempts.

PARENTS & MINORS

There is a difference between a parent/guardian's right to access information about their child's health care and the therapeutic value of a parent/guardian accessing information about their child's health care. Under State and Federal laws, except in limited circumstances, a minor client's parent/guardian has the right to access information about their child's treatment.

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. A minor client's provider will give their opinion about the therapeutic value of sharing information about the child's therapy with the child's parent/guardian; however, the provider acknowledges that, under State and Federal laws, parents/guardians generally have the right to access their child's health information, and the provider will share that information with the parent/guardian, unless doing so poses a safety concern.

It is our policy to have minor patients acknowledge in writing their understanding that their parent/guardian has the legal right to access their health information. It is our policy to inform minor patients when the provider shares treatment information with the parent/guardian, unless the provider decides in their professional opinion that doing so is not beneficial to the minor patient's progress.

Communication between the therapist and parent/guardian is crucial. We will ask that a meeting between the therapist and parent/guardian be scheduled approximately within 72-hours of the minor client's initial appointment, and every 30-90 days (depending on the minor's age) thereafter. This is a great time for the therapist to give updates about treatment goals and progress in treatment, as well as any concerns or additional recommendations. During this time, the parent/guardian can share relevant information about the minor client, which may be useful in therapy. If in between sessions the parent/guardian shares detail about the minor client, the therapist will inform the client of the information shared. Parents/guardians should not ask the clinician to keep information in confidence; if/when the clinician shares information with the minor client, the clinician will do their best to do so sensitively and appropriately.

In order to build trust and rapport with minor clients, we ask that guardians understand that post-session communication of everything discussed, is

not beneficial. We at the practice ask guardians to trust that the Provider will have immediate communication with both guardians, if there are risk or safety concerns. Again, the parent only sessions is a perfect time for both clinician and guardians to share observations, progress or concerns.

*If a guardian is contesting another parent/guardian's right to have access to a minor's treatment, the Practice will request a copy of court documents to confirm. This document will be reviewed and added to the minor client's record.

COMMUNICABLE AND INFECTIOUS ILLNESS OR CONDITION

It is a policy of the Practice that any client suffering from/dealing with a communicable or infectious issue (e.g., COVID, flu, scabies, lice, bed bugs, etc.), may not attend in-office sessions until and unless their illness or condition has resolved. This policy is for the safety of other clients, staff, and building tenants/guests. If you have a communicable or infections disease or illness and would like to maintain your scheduled appointment, please talk with your therapist about having a virtual/telehealth session.

TELETHERAPY CONSENT

If you are in the State of Ohio during your appointment, you may request, or at times it may be necessary, to have teletherapy sessions. Teletherapy is a form of psychotherapy that is provided via secure Internet technology. It has the same purpose and intention as psychotherapy treatment sessions that are conducted face-to-face in our office. Teletherapy involves arranging an appointment time between you (the client) and the clinician, when both parties can interface from a computer or cellular phone, through the Internet. It is up to the clinician to determine if teletherapy is an appropriate service delivery option for you, and you have the right to decline to participate in teletherapy. If you participate in teletherapy, you will have to sign a consent form specific to teletherapy.

Most insurance companies will provide reimbursement/ coverage for teletherapy sessions, similar to or the same as coverage for in-person services. As the client, however, it is your responsibility to contact your insurance company, prior to teletherapy sessions, to ensure that teletherapy with the practice is covered. We submit claims for teletherapy services similar to how we submit claims for in-person services, but our biller will use a specific billing location code and modifier to indicate to the insurance that we are billing for a teletherapy session.

You as the client shall understand that you may be required to attend at least one face-to-face, in-office session, prior to being able to participate in teletherapy. If you are actively at risk of harm to self or others, teletherapy is not suitable for you. If this is the case, or becomes the case in the future, please let your therapist know, and face-to-face, in-office visits, will be arranged for you.

We utilize a teletherapy platform within a HIPAA secure patient portal at: https://www.therapyportal.com/p/progressioncg/. After reviewing their services and our privacy and confidentiality standards, we have chosen this provider as a secure option.

You have a right to withdraw consent to use teletherapy services at any time. It will not affect your right to further in-office/face-to-face treatment options. Despite efforts to ensure high encryption and secure technology, there is always a risk that the transmission may be breached and accessed by unauthorized persons or the transmission of information could be disrupted or distorted by technical failures.

You will need a computer or cellular phone with a webcam (camera), a speaker, and microphone. In case of technical difficulties, you will also need access to a telephone in the same room, so difficulties can be resolved. Internet access is required for teletherapy. You are responsible for ensuring security on your computer. Prior to your teletherapy session, please ensure your computer and internet browser are set to allow microphone and camera access. Prior to starting your teletherapy session, you may be asked to grant permission for the secure platform to use your microphone and camera. Please choose to “allow”.

Please arrange for a private environment and location. There is a risk of being overheard by anyone near you if you do not place yourself in a private room. You, the client, are responsible for creating a comfortable, safe environment on your end of the transmission. It is the responsibility of the clinical treatment provider to do the same on their end. You are responsible for ensuring confidentiality on your end. We ask that you arrange a location with sufficient lighting and one that is free from distractions or intrusions. The counselor will let you know if there are distractions that may be interfering with your session. Your Provider has a

right to end the session if you are not in a private or safe place (such as driving or grocery store).

We ask that all clients involved in teletherapy session be visible to the clinician at all times (not just while they are speaking). Additionally, we ask that clients not be driving or walking.
Clients who do not present in the secure teletherapy site of their counselor within 15 minutes of their scheduled appointment will be considered a no-show and be required to reschedule their appointment. No-show fees may apply. See the Fees section of this document.

As with in-office/face-to-face services, you are responsible for any out-of-pocket payment owed at the time of service. Payments will be automatically processed using the credit card you have on file with us.

Your clinician has the right, at any time, to determine if teletherapy sessions are not appropriate for you. Should this be determined, your provider is obligated to continue with in-office/face-to-face services or provide referral information to other providers.

The laws and professional standards that apply to face-to-face/in-office psychotherapy services apply to teletherapy services. Please refer to the policies and procedures you signed during intake or let us know if you have additional questions.

LITIGATION

It is the clients responsibility to inform the Practice/Provider if you are currently involved in matters of the court. The Practice will make a decision whether or not the services provided are appropriate for you or whether you should be referred to a forensic specialist. The Practice does not work with court mandated clients. Due to the nature of the therapeutic process and the fact that it often involves making full disclosures with regard to many matters that may be of a confidential nature, you agree that, should you be involved in legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, State or Federal disability claims, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on your provider or the Practice to testify in court or at any other proceeding, nor will you or anyone on your behalf request a disclosure of your psychotherapy records. No party shall attempt to subpoena testimony or records for a deposition or court hearing of any kind for any reason.

Therefore, you acknowledge that that if you request and receive behavioral health services, you may not use information given to the therapist during the therapy process for your own legal purposes or against any other parties in a court or judicial proceeding of any kind.

**The Practice/Providers do not and will not make any recommendations to the court. This includes recommendations or statements regarding custody, parenting, divorce, or probation adherence. There are trained forensic providers that do this, however we are not.*

However, if an appearance at court on your behalf is required by law and you have signed an appropriate release of information, you agree to pay a fee of $3,500 per day (regardless of time spent) to reserve the therapist's time, and that this fee must be paid in full 30 days prior to the expected court date. You also agree that additional costs for estimation preparation, Practice legal counsel, and travel time must be paid full as well. You understand that if a clinician is summoned to appear in court, their appearance and paying the fee does not guarantee favorable testimony. Clinicians at the practice are not qualified to provide opinions about anything other than the treatment they provided to you and will decline to answer questions meant to elicit other opinions. If a client is involved in or anticipates being involved in any court matter, they should inform their therapist. Considering all of the above exclusions, if it is still appropriate, upon your request, the practice will release information to any agency/ person you specify unless it is prohibited by law or the practice concludes that releasing such information might be harmful in any way.

CONFIDENTIALITY

Your Provider will not disclose your personal information without your permission unless required by law. If your Provider must disclose your personal information without your permission, your Provider will only disclose the minimum information necessary to satisfy the obligation. However, there are some situations in which your Provider is permitted or required by law to disclose your health information without your authorization.

RECORD KEEPING

Your Provider is required by law to keep records about your treatment and to maintain the privacy and security of your heath information. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by accompany called TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.

INSURANCE

It is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. The practice will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting us know if/when your coverage changes.

It is sometimes difficult to determine exactly how much mental health coverage is available. Health insurance plans sometimes require advanced or prior authorization of services, without which they may refuse to provide reimbursement for mental health services. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If your insurance company refuses to cover therapy services after you have reached a limit the insurance company sets, you may be able to pay for therapy out-of-pocket.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V.)

Insurance companies may and have a right to, request additional clinical information such as treatment plans or summaries, or copies of the entire record. Your consent to have the Practice bill insurance for your service is also a consent to provide your insurance with any part of your record they request. Though all insurance companies are required by law to keep your health information confidential, neither your Provider nor the Practice has control over what the insurance company does with your health information once it is in their hands.

There are many different terms that make it difficult to understand what is covered by your insurer and what you are responsible to pay. Check out these definitions of four commonly used healthcare insurance terms from Healthcare.gov to better understand your healthcare responsibility.

Deductible-The amount you pay for covered healthcare services before your insurance plan starts to pay. With a $2,000 deductible, for example, you pay the first $2,000 of covered services yourself. After you pay your deductible, you usually pay only a copayment or coinsurance for covered services. Your insurance company pays the rest.

Co-Payment-A fixed amount ($20, for example) you pay for a covered healthcare service after you have paid your deductible. Let's say your health insurance plan's allowable cost for a doctor's office visit is $100, and your copayment for a doctor visit is $20. If you have paid your deductible: You pay $20, usually at the time of the visit. If you have not t met your deductible: You pay $100, the full allowable amount for the visit. Co-payments (sometimes called "co-pays") can vary for different services within the same plan, like drugs, lab tests, and visits to specialists.

Coinsurance-The percentage of costs of a covered health care service you pay (20%, for example) after you have paid your deductible. Let's say your health insurance plan's allowed amount for an office visit is $100 and your coinsurance is 20%. If you have paid your deductible: You pay 20% of $100, or $20.The insurance company pays the rest. If you have not met your deductible: You pay the full allowed amount, $100.

Out-Of-Pocket Maximum/Limit-The most you have to pay for covered services in a plan year. After you spend this amount on deductibles, copayments, and coinsurance, your health plan pays 100% of the costs of covered benefits. The out-of-pocket limit does not include your monthly

premiums. It also does not include anything you spend for services that your plan does not cover.

Many insurance policies require a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. These amounts must be paid at the time of your visit and will be charged to your credit card on file. In addition, some insurance plans also have a deductible, which is an out-of-pocket amount that must be paid by the client before the insurance companies begin paying for services. If you have a deductible, you will be responsible to pay the rate we negotiated with your insurance company, until your deductible has been met. The deductible typically resets at the start of each benefit year.

The Practice will make every effort to notify you of the benefit details we receive from your insurance company, though at times we are given incorrect information and do not find out until the first claim is submitted. Ultimately, however, it is your responsibility to understand your benefits and how much you may be required to pay out-of-pocket. It is important to remember that, unless your insurance company prohibits it, you have the right to pay for services yourself (i.e., not have us bill your insurance) to avoid the problems described above.

Please note that the Practice might not be in your insurance company's network. If that is the case, you should understand the options available to you for reimbursement of our services. Alternatively, you may be able to pay for services out-of-pocket, or we can refer you to other providers who may be in your insurance company's network.

FEES AND PAYMENT FOR SERVICES
OUT OF POCKET COUNSELING RATES IF NOT BILLING INSURANCE

16-60 Min. Initial/Intake Counseling Session:
$190 (Progression Counseling Group); $55 (PCG Clinic w/Intern)

53-60 Min. Ongoing Counseling Session:
$175 (Progression Counseling Group); $50 (PCG Clinic w/Intern)

38-52 Min. Counseling Session:
$130 (Progression Counseling Group); $40 (PCG Clinic w/Intern)

16-37 Min. Counseling Session
$90 (Progression Counseling Group); $40 (PCG Clinic w/Intern)

26-50 Min. Sessions with Guardian(s) or Parent(s) of Minors
$175 (Progression Counseling Group); $40 (PCG Clinic w/Intern)

26-50 Min. Family or Couples Session
$70 (PCG Clinic w/Intern)

50 Min. Family or Couples Session
$70 (PCG Clinic w/Intern)

60 Min. Group Counseling Session
$10 (PCG Clinic Only)

Crisis Session (Determined by Clinician)
$200 (Progression Counseling Group); $55 (PCG Clinic w/Intern)

MISCELLANEOUS CHARGES (CHARGED DIRECTLY TO CLIENT)

Missed or Late Cancelled Appts (*commercial or private insured only):
$100 (Progression Counseling Group); Full Session Fee (PCG Clinic w/ Intern)

Requests to Complete forms:
$25-$100 depending on form type

Requests for Written Letter (other than appointment excuse and no more than one page):
$25

Record Requests to Third Parties (other than court ordered/subpoena or for SSDI):
$15

Consults on Behalf of Client Request with Other Professionals (ex: psychiatrist, hospital staff, school staff, etc):
$25 minimum

Required Appearance in Court on Clients Behalf (regardless of time spent) $3500/day minimum

If a client is using their insurance to cover multiple services at the practice, such as group, couples or family services, please know that insurance will cover one service per day. **It is the clients responsibility to ensure that multiple services (that are billed to insurance) are not scheduled on the same day.**

Clients who do not have insurance or opt to not use their insurance, are responsible to pay out-of-pocket at the time of each session. If clients have a deductible that has not been met, they will owe the contracted rate at each session until their deductible has been met. Once deductibles are met, clients may then have no patient responsibility, or they may owe a copayment or coinsurance at each session until their out of pocket maximum has been met.

It is the client's responsibility to understand their insurance plan benefits. Please call the number on the back of your insurance card and ask for your "mental health" or "behavioral health" benefits. Medical benefits often differ from behavioral health benefits so be sure to question "behavioral health".

Ensure that our office is listed by your plan as an in-network provider. Please understand that we have group contracts with insurance companies and individual providers may not show on insurance directories. With having a "group contract", any contracted Provider at our Practice can provide in-network services with you. You can give the insurance company our National Provider Identifier (NPI) # 1013430826 to help the insurance company determine if the Practice is in-network. If the insurance company asks for a service or CPT code, give them 90837. You can ask whether you will have a copayment/coinsurance due, if you have a deductible, and whether your deductible has been met.

Despite the fact that some companies list us as an EAP provider, we only accept UH/Optum EAP.

As a courtesy, prior to your first appointment, the Practice will request a quotation of benefits from your insurance company. At times, this initial quotation is inaccurate. If the quote we get is different than what you understand your plan benefits to be, please let us know and we will be

happy to obtain a second quote. If there is out-of-pocket cost anticipated (copayment, coinsurance or deductible payment due), you will be informed and payment will be due at the time of each service. The quotation of benefits provided by your insurance is not a guarantee of payment by your insurance company. We will do our best to keep you informed if your claims process differently than your insurance quoted.

The Practice requires a valid credit card be kept on file for anyone who is self-pay/uninsured or anyone using commercial or private insurance benefits. All payments (including missed appointment fees, payments towards unmet deductible, coinsurance or copayment) are due at the time of service and will be automatically charged to the credit card on file.

****The signature provided on the Payment Authorization form must match the name of the cardholder. If the cardholder is different than the client, the client must agree to sign a released of information (ROI) for billing purposes only.**

****It is the client's responsibility to update the Practice of any changes to insurance benefits, including additional insurance plans, updated member ID's, changes in plans, or changes of deductibles, copayments, or coinsurances.**

Per request, the practice will resubmit claims from the most recent 30 days, to new or updated insurance. It is at the discretion of the Practice whether to bill insurance for dates of service beyond 30 days if a client has neglected to provide correct or updated insurance at the time of service. If the practice does back bill insurance, any refund due to the client will be processed to the credit card on file only after resubmitted claims process.

If your account is overdue (unpaid), the Practice has the discretion to pause or discontinue services until payment is made, and/or to use legal means (e.g., court, collection agency, etc.) to obtain payment.

MISSED APPOINTMENTS, NO-SHOWS, AND CANCELLATIONS

If you are unable to attend an appointment, you must provide at least 48-hours advanced notice to the office. Please understand we have held this time for you and we did not accept other appointments during this time. Additionally, attendance is a part of treatment compliance.

If you are more than 15 minutes late for your appointment, your appointment will be considered missed. If there are two (2) consecutive no shows or three (3) total no shows, we reserve the right to cancel your services and refer you to another provider.

If local public schools are cancelled due to inclement weather, the office will be closed as well. We will call you to confirm cancellation of your face-to-face appointment and a teletherapy appointment will be made available at the same time.

Clients who are self-pay or have private/commercial insurance and who cancel an appointment with less than 48-hour notice (unless due to illness or an emergency), completely miss a scheduled appointment, or are more than 15 minutes late to a scheduled appointment, may be charged a no-show fee. This fee is not covered by insurance and will be charged directly to the client using the credit card on file. Clients who have active OhioMedicaid insurance will not be charged, though are expected to adhere to the policy.

EMERGENCY MENTAL HEALTH CRISIS

If you are in need of immediate, emergency mental health care or need to talk to someone immediately, please go to your local emergency room or call the 988 Suicide and Crisis Hotline or your local law enforcement office by dialing 911. The Practice provides psychotherapy care (i.e., counseling) and does not offer emergency, crisis or stabilization services.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, we hope you will talk to your provider so that they can respond to your concerns. Your input/ feedback will be taken seriously and handled with care and respect. Your clinician, their supervisor, the office manager and CEO are all available to speak with you regarding your concerns, though we encourage you to first approach your assigned clinician.

You may also request that we refer you to another therapist and you are free to end therapy at any time.

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspects of therapy and about your clinician’s specific training and experience.

You have the right to expect that we will not have social or sexual relationships with clients or with former clients.

COMPLAINTS

If you feel your Provider has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your Provider's license, your insurance company (if applicable), or the US Department of Health and Human Services.

Acknowledgment

My signature on this document represents that I have received the Patient Rights and Responsibilities form and that I understand and agree to the information therein. Further, I consent to use an electronic signature to acknowledge this agreement.

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