

Consent and Services Agreement

Welcome to RJ Mindbody! This document contains important information about our professional services and business policies. When you sign this document, it will represent an agreement between you and RJ Mindbody. It is very important that you understand the concepts discussed below. Take your time reading it and discuss any questions you have with your clinician.

About our Services. It's our goal to offer a positive, empowering, and life-enriching experience for our clients. Counseling has both benefits and risks. It often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness because the process of counseling may require discussing the unpleasant aspects of your life. Counseling requires active effort on your part. In order to be most successful, you will have to work on things outside of sessions that are discussed in sessions. Further, medication may be recommended, and you have the option to utilize our services prescription management.

Confidentiality. Confidentiality and privacy are extremely important to us. The Health Insurance Portability and Accountability Act (HIPAA), along with relevant state and local laws, strictly governs the way RJ Mindbody handles your protected health information (PHI). RJ Mindbody is considered a "covered entity" under HIPAA, meaning that we comply with HIPAA privacy rules. Generally, there are three things we can use your protected health information for – treatment, payment, and health care operations. Our full notice of privacy practices was provided to you in your email confirmation, and can also be found on our website at <https://rjmindbody.com/hippa-practices/>. As a HIPAA covered entity, RJ Mindbody keeps all of your PHI (including any communications you have with your counselor) strictly confidential. However, there are exceptions to this confidence – including situations where RJ Mindbody must disclose information pursuant to state and federal law.

The following is a list of some 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;
- for supervision purposes; or
- or a subpoena or court order is received.

If you decide to take part in couples, family or group treatment, confidentiality rules change. For example, in compliance with applicable ethical codes, including section 2.2. and 2.3 of the AAMFT Code of Ethics, information relating to the group counseling will not be shared outside of the treatment session (even with other session participants) without a written authorization from each individual competent to execute a release, subject to any legal exceptions requiring disclosure. Please ask your counselor about these policies before beginning group counseling sessions. You agree to this policy regardless of who is paying for services, and regardless of who is listed as the 'identified patient' for 3rd party payments. Additionally, RJ Mindbody has a No Secrets Policy. This means consent to treatment includes the ability for your counselor to share information within other members of the couple, family, or group participating in treatment. Your counselor will always use their best clinical judgement regarding your therapeutic treatment, however, RJ Mindbody will not guarantee that the information provided to the counselor will be kept secret from the other members of the group counseling unit. You should be aware that your counselor may live and work in the community in which treatment is being provided. If ever you should see your counselor outside of a session, RJ Mindbody' policy is that your counselor will not acknowledge you unless you acknowledge your counselor first. This is to protect your confidentiality. Lastly, if you attend couple, family, or group sessions, you hereby agree not to summon your counselor to court as a witness for any purpose or involve your counselor in any legal proceeding that would require him or her to compromise the duty of confidentiality, aside from a general records request.

Clinician Qualifications. RJ Mindbody employs highly qualified licensed and provisionally licensed clinicians. You acknowledge that, where not prohibited by license status or state regulation, your session may be conducted by a provisionally licensed professional under the direct active supervision of a fully licensed clinician. If you would like to learn the license status of your clinician, you can find that information in their bio on www.rjmindbody.com. If you have any other questions, please email rebecca@rjmindbody.com

Professional Records. We are required to keep appropriate records of the healthcare services that we provide to you. Your records are maintained in a secure electronic health record. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your health records with proper authorization. Please also see the reference to couples and group therapy explained above. For more information regarding how your electronic health records are managed, please see our full notice of privacy practices at <https://rjmindbody.com/hippa-practices>

Electronic Communication & Online Counseling. Telephone (including text), email, and videoconference are not encrypted methods of communication, and some confidentiality risk exists with their use. Our team communicates using these mediums. By signing this Consent and Services Agreement, you consent to your counselor, 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, you may opt out by contacting us at rebecca@rjmindbody.com or 732-645-3785. If you and your counselor are participating in distance counseling sessions, the counselor will abide by the laws and ethical codes of his/her state of licensure. While a growing base of research has shown that distance counseling services—through various electronic means—can be effective, such services are relatively new in comparison to traditional (in-person) counseling, which has a much longer track record of positive outcomes. Distance counseling may not be appropriate 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 have a negative 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 satisfactory, then the parties agree to mediate any differences. Litigation shall be considered only if these methods are given a good faith effort.

Emergency Contacts. Your counselor will establish emergency contacts for you, such as a family member, a mobile phone, or work phone number. These contacts may be used if your counsellor perceives a need. If you are actively suicidal, or have been hospitalized for a mental health reason in the past 90 days prior to signing this Agreement, call 1-732-645-3785, or if you are in crisis and cannot reach your counselor, please go to your nearest emergency room. See additional help here: <https://rjmindbody.com/immediate-help/>

Inactive Clients. If you, as the client, fail to attend a session within 30 days of your last counselling session, or within 90 days of your last medication management session, RJ Mindbody will assume you have concluded your counseling relationship with your current counselor. At anytime after you have concluded your relationship with your counselor, you may contact RJ Mindbody to schedule an appointment with your former, or a new, counselor.

Minors. RJ Mindbody does not provide counseling for children.

Coordination of Care. RJ Mindbody believes in your integrated health care. Therefore, we ask that you provide your counselor with your Primary Care Physician's (PCP) name and contact information shortly after your initial appointment. Your clinician will also 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.

Fees and Cancellation. You are responsible for paying your copayment, cost share, deductible, or fee at the time of your session unless prior arrangements have been made. Payment must be made by credit card; we are not able to accept cash or checks. To change your method of payment, you may contact rebecca@rjmindbody.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 23.5-hours' notice, our policy is to charge you the amount of \$99 (see policy below). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the fee as described above. If it is possible, we will try to find another time to reschedule the appointment. We will keep your credit card information on file, and it will be used to collect any co-pays or fees.

You give RJ Mindbody permission to charge your credit/debit card on file for any outstanding fees.

You understand you are fully responsible for all enrollment or other non-covered fees and costs.

It is RJ Mindbody' policy to charge 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 counselor.

Law: Where this agreement differs from relevant state or federal laws, those laws will govern.

Before beginning your treatment with a RJ Mindbody Clinician, we want to make sure you understand and agree with our cancellation policy. It might seem like a trivial issue now, but it's really important that you understand and agree to prevent any issues or misunderstandings in the future, since it is very strictly enforced and does come up.

23.5-hour Cancellation Policy

What this Means for You: RJ Mindbody requires at least 23.5-hours' notice if you're going to need to cancel or reschedule an appointment, otherwise you'll be charged a standard \$99 fee to cover your Clinician's time.

Why? This policy is important because, while a medical doctor might see 35 patients a day, our Clinicians can only see 8 clients a day! Your clinician reserves a full hour for you, which includes 45-minutes for your session and 15-minutes for clinical documentation. If you cancel with less than 23.5-hour notice, your Clinician loses an entire hour from their schedule, and someone else who may need that Clinician's help misses out. It's important for you to know that insurance doesn't pay for missed appointments, so when you miss your appointment, or cancel prior to the 23.5-hours, regardless of the reason, your Clinician does not get paid and everyone is missing out. This is the reason you will be responsible for the \$99 fee, not just your standard copay/cost-share amount. The fee is there to cover your Clinician's missed time. We also want to make sure that you agree to the policy and understand how strict it is so that we can, hopefully, prevent appointments from being missed. With all this being said, the reality is that life happens! We understand that! The likelihood is very good that, if you work with a Clinician long enough, at some point something will eventually come up that will result in your needing to miss or cancel an appointment at the last minute. Maybe you'll need to work late. Maybe you'll catch the flu. Maybe your kids will have doctor appointments, or your car will break down, or something else unavoidable will come up. We are never upset with our clients when they miss appointments. We know that's life and it usually won't be your fault. Our cancellation policy is not a penalty or a punishment and reasons for cancelling are not judged based on if they're "good enough." Rather, we have a very strict and necessary policy so that we are able to provide our clients with the thoughtful care that they deserve. Some practices have 48-hour policies, or even 72-hour policies. At RJ Mindbody we have the most lenient policy at 23.5-hours! In return, our clients understand that scheduling an appointment with us is like buying tickets to an event. If you miss the event, it doesn't matter why you missed it, or even if it was your first time. You can't return your tickets for a refund. The fact that we elaborate on this might seem like overkill—thanks for bearing with us! We are happy that you, and all our clients, are fully on board with this policy, as this makes life so much easier for all of us!

To move forward, we need your agreement and promise that if the day comes that you miss an appointment for any reason, you will gladly pay the missed appointment fee, just like you pay for the sessions you attend. Do I have your agreement and promise?

ACKNOWLEDGEMENT: I have been provided a copy of RJ Mindbody' Notice of Privacy Practices. I have read and fully understand and agree to the terms of this Consent and Services Agreement.

Your First and Last name:

Signature:

Date: