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An Innovative and Philanthropic Mental Health Practice

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## Treatment Consent

### Mental Health Services

Counseling/talk therapy calls for an active effort on the patient's behalf. In order for therapy to be most successful, the topics we address must be worked on outside the sessions and in your own everyday life. Counseling can have both benefits and risks. Because it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings and have uncomfortable realizations. On the other hand, psychotherapy has also been shown to have benefits for people who go through it and maintain a diligent adherence to the feedback they are given. This process often leads to better relationships, solutions to specific problems and reductions in feelings of distress, however there are no guarantees of any specific outcome. Sometimes your entire life can be altered solely with the insights gained in counseling.

Mental health therapy can involve a large commitment of time, money and energy so you should select a clinician you like. If you have questions about procedures, we invite you to discuss them first with your therapist when they arise. If your doubts persist, we may refer you to another mental health agency but please keep in mind that the process is to engage in the struggle, not to avoid it.

### Philosophy of Systemic Therapy (and Couples Counseling)

At Zephyr Wellness we embrace a systemic approach to our patients and their presenting concerns. We conceptualize individuals as part of many systems including, without limitation; family, family of origin, occupation, education, recreation, economic, hobbies, and interests. All of these relationships and more can influence a person's wellness or illness. As such, we will make efforts to include all of these factors in our discussions with you.

### Couples Counseling

Ethical guidelines for couples therapy can vary widely among practitioners. At Zephyr we will not separate members of a coupled relationship as part of the treatment. Instead we ask both parties to explore vulnerability together in order to enhance emotional intimacy. Records for couples therapy are the property of *both* participants. If the couple's dynamic ends and either party wishes to continue services individually, a new treatment record and patient portal will be created for each person.

### Contacting Your Clinician

While we are usually in the office during regular business hours, we will be unavailable to talk to you while meeting with a patient, as well as after normal business hours (weekends, holidays, and vacation periods). When we are unavailable, you may leave a message either with the front desk in the main Reno office or via email at [info@zephyrwellness.org](mailto:info@zephyrwellness.org). Front desk staff will make every effort to return your call within 48 hours with the exception of weekends and holidays. When leaving a message, please inform us of when you are available along with a contact number. In the case of psychiatric or other emergency situations your signature below acknowledges your agreement to call 911, contact the Crisis Call Center at 988, or proceed to the nearest hospital emergency room. Due to our inability to confirm recipient identity, we do not conduct therapy or discuss clinical matters over email or phone. Those media are to be used solely for appointment correspondence and care coordination with other entities. **All clinical matters must be addressed during clinical appointment times.**

### Professional Records

Professional standards, ethics, and state laws require that we keep treatment records. You are entitled to receive a copy of your records at any time via your patient portal. If you are the parent or legal guardian of a child, you are entitled to that minor patient's records as well. They can be accessed anytime through the patient portal. However, because of the highly sensitive



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material often contained in clinical records, we strongly recommend that you review those records with your clinician prior to obtaining them so that the contents may be discussed and you may be made aware of the risks that accompany the release of said records. Because of this and because of the context that can be added, we usually recommend treatment summaries in lieu of raw session notes. Patients may be charged an appropriate fee for any time spent in preparing information requests. In very rare cases, full access may be restricted due to ethical limitations, which are outlined in our various codes and laws, available upon request. **Any and all treatment summaries will be written during clinical appointment times.**

### **Minors**

If a patient is under 18 years of age, state law provides parents and legal guardians the right to examine treatment records. Zephyr's policy is to invite parents to relinquish access to these records so that conversations with the minor child-patient will be viewed as private. If clinicians are viewed as a direct conduit to the parents, rapport might fail and treatment can become ineffective. Upon agreement to this policy, we will provide to the parents/guardians general information about our work together, unless belief exists that the child is at serious risk of harm to self or others. In this case, we will notify the parents/guardians of that concern. Upon request, we can also provide a written or verbal summary of your treatment when it is complete. When possible, before giving parents/guardians any information we will discuss the matter with the child first and try to handle any objections he or she may have. **Custody paperwork must be presented prior to any treatment.**

As a systems-oriented company with systems-trained therapists, we believe that no individual operates without the support and active involvement of a human network. This has particular relevance to children and families. If we are treating your child, it means we are essentially treating you as well because you are the executive(s) and leader(s) of your family. As such, treatment of children will require regular attendance in session by the parents, the frequency of which will be determined between you and your therapist. Failure to attend therapy with your child as requested by the clinician may result in termination of services.

### **Required Treatment**

Courts and social services agencies often refer people to therapy as part of a sentence or as part of an ongoing protective services case. In these instances the referring body (court, probation officer, social services, etc.) typically requests a regular report from the clinician regarding treatment attendance and/or progress. It is your responsibility to ask us for documents so that you can deliver them to the appropriate parties. Any treatment summary will be authored in session and you may do with it as you wish, or distribute it to whomever you please. We will not send documentation to anyone on your behalf, regardless of whether or not a release of information has been signed. Responsibility also falls on you to tell your clinician what to include (attendance, attitude, progress, etc.) in the requested documentation.

### **Confidentiality**

In general, state and federal laws protect the confidentiality of all communications between a patient and therapist, and Zephyr Wellness can only release information about your treatment to others with your written permission. However, a few exceptions exist and they are listed below.

1) If we believe that a patient expresses an imminent and explicit threat of serious harm to self or others, we are legally required to take protective action(s). These may include contacting the police, filing a report with the appropriate state agency or seeking immediate higher level care for the patient. If ever a patient expresses imminent danger, we are obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If this type of situation occurs, we will make every effort to discuss it with you before taking any action.



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2) If we suspect abuse, neglect, or isolation of the elderly, children, or people with disabilities, we are required by both ethic and law to report the suspicion to appropriate authorities, be they law enforcement, child protective services, elder protective services, or other avenues. If you as the patient are the one telling us of the suspected abuse or neglect, we will work to empower you to make the report on your own, with your clinician present during the report.

3) If you give us written permission to share your information with other professionals for consultation purposes, then we may do so. During a consultation, we make every effort to avoid revealing the identity of the patient, typically not using names at all, but if necessary, only first names. The person/people we consult are also legally and ethically bound to keep confidential the information they hear.

4) In exceptionally rare circumstances a judge can order a therapist’s testimony or release of records.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our ongoing meetings. We will be happy to work these issues through with you if you need specific feedback. However, in certain cases formal legal advice is sometimes helpful because the laws governing confidentiality are quite complex, and we are not attorneys. If that unique circumstance arises, we will defer to a licensed attorney.

**Further Ethical Concerns**

Each of our professional associations has its own ethical code to which we are required to adhere that covers some of what is in this document, plus more. These codes can be found posted in our lobby or on the national association websites; www.nbcc.org, www.aamft.org, www.socialworkers.org, and www.counseling.org. They are also woven into our state laws and can be found in the Nevada Administrative Code in chapter 641. Furthermore, we are fully adherent to the Health Insurance Portability and Accountability Act (HIPAA), copies of which can be found at http://www.hhs.gov/ocr/privacy.

Your signature below indicates that you have read and understand the information in this document and agree to abide by its terms during our professional relationship. This form will be required to be signed annually or if changes are made to the terms.

Guardian printed name Date Guardian signature Date

Patient printed name Date Patient Signature Date

Patient printed name Date Patient Signature Date



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## Financial Responsibility Consent and Acknowledgment

### Meetings

Normally an evaluation will be ongoing from the first session you meet your therapist. Your therapist will provide you an initial diagnosis and an outline of a treatment plan with goals at that first session. Please keep in mind that those things are dynamic and can change as you progress through the counseling process and different needs arise. It is your right as a patient to participate in developing your own goals, therefore you should evaluate the information your therapist gives you, along with your own opinions of whether you are comfortable with that work. If you decide to continue, we will usually schedule one or more follow-up sessions at an agreed upon time. Once an appointment time is scheduled, that time is reserved exclusively for you. ***By signing below, you agree to pay for the appointments you schedule unless you provide 24 hours advance notice of cancellation.*** Insurance companies will not pay for canceled appointments or no-shows.

Voicemail and email are available 24 hours a day, seven days a week should you need to cancel an appointment. For the purposes of this document, a no-call/no-show is defined as failing to provide notice in advance of a cancellation. A late cancellation is defined as providing notice inside of 24 hours of the scheduled appointment. In the case of a no-call/no-show event, your account may be charged a **\$150** fee and future scheduled appointments may be forfeited. Late cancellations may incur a **\$100** fee. To re-establish recurring appointment scheduling privilege, all fee(s) must be paid in full and in advance of the next appointment. If we do not meet for any sessions in a 90-day period, Zephyr will consider your case dormant, a discharge note will be logged, and a new intake may be required if you choose to return.

**Medicaid patients:** A no-call/no-show will result in a loss of the recurring appointment privilege. If two no-call/no-shows or late cancellations occur within 90 days, you will be required to call on the same day that you wish to come in, if an appointment is available. To re-establish scheduling privileges, three consecutive appointments must be attended. If three no-call/no-shows or late cancellations occur inside of 90 days, your case will be closed and you may seek another agency that can better fit your scheduling needs. **All patients get one late cancellation without penalty every 90 days.**

### Professional Fees

The standard fee for an intake is **\$350** and for a 53-minute session the fee is **\$300**. For other services you may need, the time is charged at **\$300** per hour, although the cost will be broken down to quarter-hour increments if we work for periods shorter than one hour. However, we do offer a 50 percent discount for self-paying patients. Other billable services include without limitation; letters to other professionals, telephone conversations lasting longer than five minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, completion of disability forms, and the time spent performing any other service you may request of me outside of a normal therapy session. Cost for a no-call/no-show is **\$150**. Cost for a returned check is **\$50.00**.

If you become involved in legal proceedings that require clinician participation, you will be charged for our professional time, even if we are called to testify by another party, at the rate of **\$2,500** per day, regardless of time spent in proceedings. Because of the difficulty of legal involvement, the charge of **\$350** per hour for preparation, travel, and attendance at any legal proceeding will apply, calculated in quarter-hour increments. If depositions, court hearings, or other legal meetings are canceled by the court, attorney or other related party with less than 72-hour notice, a cancellation fee of **\$1,500** will be charged, regardless of the reason for cancellation.



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**Third Party Liability (Medicaid recipients only)**

Medicaid is generally the payer of last resort whenever there are any other responsible resources for payment of health care services. Other Health Care Coverage (OHC) includes, but is not limited to: Medicare, worker’s compensation insurance, private or group insurance and any self-insured plans.

All patients who receive Medicaid in any form are required to disclose OHC and Zephyr Wellness is required to bill a Medicaid recipient’s OHC prior to billing Medicaid.

Medicaid MCO is not considered an OHC.

Providers should refer recipients enrolled in a Medicaid MCO plan to the contact that is identified by the Fiscal Agent’s EVS or swipe card vendor unless the provider is authorized to provide services under the plan.

If Zephyr Wellness does not participate in a recipient’s OHC plan, we are required to refer the recipient to the OHC. Nevada Medicaid will deny payment for OHC services if the recipient elects to seek treatment from a provider not participating in the OHC plan.

*If the Medicaid recipient is informed by Zephyr Wellness that both the OHC and Medicaid may deny payment for the services, and the recipient then voluntarily elects to receive services from a provider who does not participate in the recipient’s OHC plan, the recipient assumes the responsibility to pay for the services personally.*

If the recipient chooses to continue with the service, the provider must secure a written and signed statement at the time of the agreement which includes the date, type of services, cost of service and the fact that the recipient, or responsible individual, has been informed Medicaid will not pay for the services and agrees to accept full responsibility for the payment. This agreement may not be in the form of a blanket authorization secured only once (for example, at the time of consent for all treatment). It must be specific to each incident or arrangement for which the recipient, or responsible individual, accepts financial responsibility. **This form is not that statement; please obtain that form from the front desk staff each time a service is rendered.**

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Guardian/patient printed name

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Guardian/patient signature



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### **Billing and Payments**

We require full payment for therapy services before services are rendered unless we agree otherwise, which includes any insurance arrangement. Insurance co-payments are due before the service is rendered. You are welcome to pay with cash, check, or credit card. If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, you may forfeit the ability to schedule other appointments until the balance is paid or terms are reached. Zephyr reserves the option of using legal means to obtain payment if an account is more than 60 days delinquent, which may involve hiring a collection agency or utilizing small claims court. If such action is necessary, these costs may be included in the claim. In a collection situation, your clinical information will not be disclosed to any third parties without your consent.

### **Insurance Reimbursement**

If you have a health insurance policy, it probably provides some benefit for mental health treatment. Our staff will provide the best assistance it can to help you receive the benefits you have purchased and if it is necessary to clear confusion, we will often be able to call the company on your behalf. However, you – not our staff – are responsible for understanding your benefits, and you – not your insurance company – are ultimately responsible for full payment of any fees incurred. **We bill insurance as a courtesy to our patients, not as an obligation.** It is very important that you find out exactly what mental health services your insurance policy covers *prior to your first appointment*. Understanding your in-network and out-of-network deductibles and out-of-pocket maximum is also your responsibility and you will be billed accordingly with your plan.

If we are in network with your insurance provider, we are not always able to discern if you have a deductible to meet for mental health and if it is separate from or part of your overall deductible nor can we verify if some diagnosis codes are exempt under your plan. We **highly recommend** you call your insurance provider before your first appointment to verify coverage.

Managed Health Care plans such as HMOs and PPOs sometimes require prior authorization before they provide reimbursement for mental health services. If insurance is to be billed in these cases, we may need to seek approval for more visits after a certain number of sessions. While a lot can be accomplished in short-term therapy, sometimes longer care is needed, even after insurance benefits end. In this case, if you and the clinician both choose to continue, the cash rate will apply.

Insurance companies require us to provide them with your clinical diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries or, in rare cases, even copies of the entire clinical record. This information will become part of the insurance company files and possibly stored electronically. Although insurance companies are bound by HIPAA just the same as we are, Zephyr Wellness has no control over what is done with clinical information once it leaves our hands. Upon your request we will provide you with a copy of any report we submit. By signing, you allow us to submit that information in order to provide services to you.

By my signature below, I hereby acknowledge and agree to the above stated terms. This form will be required to be signed annually or if changes are made to the terms.

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Guardian/Patient printed name

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Guardian/Patient signature



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### **Credit/Debit Card on File Authorization**

As a condition of reserving/scheduling sessions, Zephyr requires a credit or debit card number be kept on file. This information is kept on an encrypted, offsite cloud-based server. This number will only be used to collect fees related to late cancellations and/or “no-show” fees, coinsurance, deductibles, or other monies due during and/or after services are rendered/completed. Another form of payment may be used during treatment as an adjunct or in place of this credit/debit/HSA card.

When an appointment is made with a Zephyr clinician, this time is set aside and reserved solely for you and/or your family. Because this time is reserved, it cannot be held for other members of our community who are also in need of our services and, at times, may have been referred to other clinicians or agencies for services.

Please note that the reason behind this policy is to protect the provider's time, not to penalize you financially. Your session time is reserved/booked for you. We are rarely able to fill a canceled session unless we know well in advance. For more on this, please refer to the “Meetings” section of this document.

**\*\*\* The card number will be input into our secure database and may be changed at any time\*\*\***

By signing below, I attest that I have provided a credit card number that I am authorized to use at the time of initiation of services with Zephyr Wellness and this card may be used at the time of services and/or thereafter to pay for co-payments, co-insurance, deductibles, and other fees including no-show and late cancellation fees associated with the services I have been offered or provided. I also agree to provide a new card if and when needed as a means of securing my appointments and will inform Zephyr Wellness staff when my card needs to be replaced or updated.

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Guardian/patient printed name

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Guardian/patient signature



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## Demographic Intake Sheet

**\*\*NOTE: PLEASE HAVE YOUR INSURANCE CARDS READY TO BE COPIED, FRONT & BACK\*\***

### I. Identifying Information

1. Patient name:
  - a. Parent/Guardian (relationship):
2. Date of Birth:
3. Social Security Number:
4. Insurance
  - (primary) Carrier/Member ID:
  - (secondary) Carrier/Member ID:
5. E-mail address:
6. Phone:
7. Address:
  - a. Foster home or group home? (y/n)
8. Spiritual affiliation:
9. Gender:
10. Ethnicity:
11. Sexual orientation:
12. Patient occupation or grade in school:
13. What brought you to counseling?
14. Please list your top three treatment goals:
  - 1)
  - 2)
  - 3)
15. Please list any prior counseling you have received in the past year:
16. Please list your current medications:



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### Health Information Release Authorization

Patient Name: \_\_\_\_\_  
Last Name First Name M.I.

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

Address: \_\_\_\_\_  
Street City State Zip

Phone: ( ) \_\_\_\_\_

**I authorize Zephyr Wellness to:**

\_\_\_\_\_ **Obtain** my health/mental health/other information from:

\_\_\_\_\_ **Release** my health/mental health/other information to:

Name: \_\_\_\_\_  
Person or Agency

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ FAX: \_\_\_\_\_

This release will expire at 90 days following the last therapeutic contact or with specific written notification. I further understand that Zephyr Wellness staff will not correspond with anyone, authorized or not, about any of my clinical matters unless a reasonably clear clinically relevant need to do so exists.

Guardian printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian signature: \_\_\_\_\_

patient printed name: \_\_\_\_\_ Date: \_\_\_\_\_

patient signature: \_\_\_\_\_

patient printed name: \_\_\_\_\_ Date: \_\_\_\_\_

patient signature: \_\_\_\_\_