

# **Eating and Behavioral Health Associates, LLC**

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## **INFORMED CONSENT**

### **GENERAL INFORMATION**

The therapeutic relationship is unique in that it is a highly personal yet contractual agreement. Given this, it is important that clients have a clear understanding about what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of these terms with me, at any time. Please read and indicate that you, as the client, have reviewed and agreed to this information by signing this document.

### **THERAPEUTIC PROCESS**

You have taken a positive step by seeking therapy. Participation in therapy can result in a number of benefits to you such as reducing emotional distress, improving interpersonal relationships, and resolving the concerns that led you to seek therapy. Remembering or talking about unpleasant events may bring up feelings or thoughts that can result in considerable discomfort. I will challenge your assumptions and perceptions, and propose different ways of looking at, thinking about, and handling circumstances. This may cause you to feel uneasy, angry, depressed, or disappointed. You may experience anxiety, depression, insomnia, or other conditions. You may decide that changing behaviors, employment, substance use, schooling, housing, or relationships is not appropriate. Sometimes, others may view decisions that are positive for you as a negative. Working toward what you determine to be beneficial requires effort, active involvement, honesty, and openness in order to change your thoughts, feelings, and behaviors. Change may be easy and swift, but more often it will be slow, and can be frustrating. There is no guarantee that therapy will yield the intended results.

You have the right to ask and have explained to you other available treatments for your condition, as well as their risks and benefits. You have the right to not answer any question you wish and no action will be taken against you. Be aware, however, that diagnosis depends on information, and treatment depends on diagnosis, so if you withhold information, you assume the risk that a diagnosis might not be made or might be made incorrectly. Were that to happen, your treatment might be less successful than it otherwise would be, or it could fail entirely. If at any time you want another professional opinion or wish to consult another therapist, I will assist you in finding a qualified person. You have the right to terminate or refuse therapy at any time. If you could benefit from a treatment that I do not provide, or if I determine I am not effective in helping you, I will assist you in obtaining appropriate treatment.

Our first few sessions will involve an evaluation of your needs, including whether outpatient care is an appropriate level of support for you. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so it behooves you to be very careful about the therapist you select. If you have questions about my procedures, we may discuss them whenever they arise.

### **APPOINTMENTS AND CANCELLATIONS**

Appointments are usually scheduled for 55 minutes. Patients are generally seen weekly or more/less frequently as acuity dictates and you and your therapist agree. You may discontinue treatment at any time, but please discuss any decisions with your therapist. You may schedule shorter or extended sessions as necessary.

Except for unavoidable emergencies, appointments canceled with less than 48 hours notice will be charged \$175 for the first late cancellation or no-show and the full fee of \$250 thereafter. Insurance policies do not cover this charge for missed sessions. I will contact you as soon as possible if I need to change a scheduled appointment, and you will receive advance notice of my vacations or anticipated time away from the office.

You should call 911 if you are in a medical crisis, or have an emergent situation that demands immediate attention in order for you to remain safe. You can call me also, and leave a message, indicating that it is important that I call you right away. I will return your call as soon as I can, however, if you are in crisis it would be better not to wait. In the event that you are in need of support, and you are unable to reach me, you may call the National Crisis Hotline at 1-800-273-8255.

## CONFIDENTIALITY

All materials relevant to the client's treatment will be held confidential with several limitations. The Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion of neglect or physical, emotional or sexual abuse of children under the age of 18 years or of vulnerable adults.
4. If a court of law issues a legitimate subpoena for information stated on the subpoena.
5. If a client authorizes Eating and Behavioral Health Associates to obtain, release, or exchange information with a specified agency or individual by signing the "Release of Information" document.
6. Consultation with other professionals in order to provide the best treatment for you. Information about you may be shared in this context without using your name or other identifying information.
7. Email and voicemail communication are not encrypted, and you understand there is a risk when communicating through these means.

If we see each other outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to us, and we do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to smile, wave, or speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

## CLINICAL CHART

The laws and standards of my profession require that I keep treatment records. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. You have a right to know what this record contains. I will provide you with a treatment summary unless I believe that to do so would be emotionally damaging. If you wish to see your records, I will review them with you to discuss the contents. Be aware that this will be treated in the same manner as any other professional service and you will be billed accordingly.

A clinical chart is maintained describing your condition and your treatment and progress in treatment, dates of and fees for sessions, and notes describing each therapy session. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section above. Medical records are kept in a HIPAA-compliant, secure online electronic health record system.

## CONTACTING ME AND IMMEDIATE CARE

I am often not immediately available by telephone. I will not answer the phone when I am with a patient. When I am unavailable, voice mail will record your message. I monitor this infrequently during the workday. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact.

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

## EMAIL

If you need to contact me between sessions, the best way to do so is by calling my office. Although I provide my email to patients and other providers, I prefer using email on a limited basis. You may use email for scheduling or other administrative purposes; however, if you would like to discuss confidential information, I request that you discuss these in session. Email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of our Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should

also know that I will print and keep in your treatment record, any email I receive from you and any responses that I send to you.

#### SOCIAL MEDIA POLICY

##### LOCATION-BASED SERVICES:

If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally “checking in,” from my office or if you have a passive LBS app enabled on your phone.

##### FRIENDING:

I do not accept friend requests from current or former clients on any social networking site.

This would compromise your confidentiality and our respective privacy, and blur the Boundaries of our therapeutic relationship.

##### USE OF SEARCH ENGINES:

I do not search for clients on Google, Facebook, or other sites. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

##### BUSINESS REVIEW SITES:

You may find my psychology practice on sites such as Yelp, Healthgrades, or other places that list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is not a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish. But, due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you.

Please also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. You are more than welcome to tell anyone you wish that I am your therapist, and how you feel about the treatment I provide you, in any forum of your choosing. If you do choose to write something on a business review site, please keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy.

##### FEES, INSURANCE, AND PAYMENT

Payment or co-payment is due at the time of service. Payment types include cash, personal check, and credit card.

There are benefits to you for paying out of pocket for therapy. First, it protects your confidentiality. As indicated above, many insurers require more than the date of service and diagnostic procedure codes. Some require clinical details with descriptions of symptoms, psychosocial history, family life, social life, and work life, as well as details about treatment strategies and prognosis. I have no knowledge of who might have access to this information, or how it is protected once it leaves my office.

Second, it allows you and I to maintain control of your treatment. Insurance companies make decisions about whether treatment or evaluations will be paid for and if so, for how long it should continue.

In addition to office and teletherapy visits, services such as telephone conversations, report/record reading and writing, consultation with other professionals, release of information, travel time, etc. may be charged at my hourly rate unless otherwise agreed to.

If I am not a provider with your insurance plan you will receive the documentation necessary for you to obtain reimbursement of fees. Insurance companies do not cover all problems that are the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage. You are responsible for all charges regardless of coverage. These rates may change without notice. It is agreed that in the event that you pay for services via approved credit card charges, that no dispute with Eating and Behavioral Health Associates will be raised with, or adjudicated by, the credit card company. This means that credit card payments are non-refundable by or through the credit card company. A photo ID is required to protect your identity.

You will be held responsible for the full service fee for appointments that are cancelled within 48 hours. You may also be responsible for fees accrued for additional activities, including report writing and phone calls surpassing 10 minutes. If using insurance, this consent authorizes Eating and Behavioral Health Associates to release information requested by my insurance company to process claims for the payment of benefits. Fees for services are as follows:

- Initial Assessment \$275
- Ongoing Therapy 55 min \$250
- Teletherapy 55 min \$250
- Contracted co-pay/co-insurance rates per in-network insurance policy

**MY SIGNATURE BELOW INDICATES I HAVE READ THIS AGREEMENT DOCUMENT AND AGREE TO ABIDE BY ITS TERMS.**

\_\_\_\_\_  
Signature of patient or authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent of a minor child

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE**

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By signing this document, you are acknowledging that you have received a copy of HIPPA Notice of Privacy Practices.

\_\_\_\_\_  
Signature of patient or authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent of a minor child

\_\_\_\_\_  
Date