

Informed Consent for Therapy Agreement, Client Rights, Responsibilities, and Confidentiality Practice.

Please read through the following informed consent agreement. What follows is a basic understanding between client and therapist. In general, what are listed below are the responsibilities and obligations of your therapist, and also some expectations of you as the client. This document also contains important information about our professional services and business policies. Do not sign the informed consent unless you completely understand and agree to all aspects. If you have any questions, please bring this form back to your next session, so you and your therapist can go through this document in as much detail as is needed. When you sign this document, it will represent an agreement between us.

Psychotherapy

Voluntary Participation: All clients voluntarily agree to treatment, and accordingly may terminate any time without penalty. Counseling involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. In the first couple of sessions, you should be deciding whether your therapist is right for you. If you feel it is not a good match, then your therapist will be happy to assist you in finding a new therapist.

Client Involvement: All clients are expected to show up to appointments on time, prepared to focus on and discuss therapy goals and issues, and will not attend while under the influence of mood altering chemicals. All clients are expected to be open and honest so your therapist can assist you with your goals. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you are encouraged to work on things we talk about both during our sessions and at home. Inconsistent attendance can negatively affect your therapy progress.

Therapist Involvement: Your therapist will be prepared at the designated time, (barring emergencies), and will be attentive and supportive in meeting the therapy goals and do everything possible to assist you in achieving a greater sense of self-awareness and work toward helping you resolve problem areas.

Guarantees: Although the majority of people do get better in therapy, some do get worse. Accordingly, your therapist makes no guarantee of results. It is not possible to guarantee results such as: becoming happier, saving marriages, stopping drug abuse, becoming less depressed, and so forth.

Risks of Therapy: Just as medications sometimes causes unexpected side effects, counseling can stimulate painful memories, unanticipated changes in your life, and uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In some cases client's symptoms become worse during the course of therapy, occasionally necessitating hospitalization. Another risk of therapy is that throughout the process of therapeutic change it is not uncommon for clients to reach a point of change where they may feel they are different and no longer able to be the same person they were upon entering therapy. At times these feelings can be unsettling.

Benefits of Therapy: The benefits of therapy can include: a higher level of functional coping, solutions to specific problems, new insights into self, more effective means of communicating in relationships, symptomatic relief, and improved self-esteem.

Alternatives to Traditional Therapy: can include: stress management, twelve step programs, peer self-help groups, bibliotherapy, and support groups.

Counseling Approach & Theory: Your therapist generally uses a therapy approach that includes a Cognitive- Behavioral, Psychodynamic, and Humanistic orientation to counseling. Your counselor focuses largely upon client responsibility in therapy, building a relationship with clients, creating a nurturing environment conducive to change, exploration of past events and how they continue to affect you today, analysis of underlying belief systems and their relation to inadequate functioning or hindrance to change, and implementation of specific emotional, cognitive, and behavioral techniques designed to aid in change toward specified goals.

Colleague Consultation: In keeping with standards of practice, your therapist may consult with other mental health professionals regarding care and management of cases. The purpose of this consultation is to ensure quality of care. Your therapist will maintain complete confidentiality and protect your identity by not using real names or any identifying information.

Independent Practice: All practice information; policies, procedures and services pertain to the practice of Tiffany A. Rush, MSW, and LISW-S and are developed only by Tiffany Rush, LISW-S. Any other practitioners sharing space at this same address are independent and are responsible and liable for their own independent practice and service.

Meetings and Length of Therapy: Once we have agreed to work together, we will usually schedule one appointment every 1-2 weeks at a time we can agree upon. Session length most insurance plans cover is 45 minutes. Occasionally sessions may run as long as 55-60 minutes. Because our meetings are your time, you are expected to come to each session with a sense of what it is you would like to discuss or work on during that particular session. Length of therapy is quite variable based on client motivation, number and severity of issues to resolve, and work efforts outside of therapy sessions. On average, many people feel they have obtained what they were looking for in 10-25 sessions. For some it is fewer and for others it may go longer.

Young Children in the Waiting Area: We are not able to assume responsibility for the care of young children during therapy sessions. Having young children is generally disruptive to the counseling process, and we ask that you arrange for their care so you may come alone. If you have difficulty arranging child care elsewhere, please talk with your therapist. Children old enough to be responsible for themselves may wait in the reception area.

Confidentiality and Privilege: The information and content shared in therapy will remain confidential, except as noted in the next section: Exceptions to Confidentiality and Privilege. Your information will not be shared with anyone without your written consent. Your information is also privileged, which means that your therapist is free from the duty to speak in court about your counseling unless you waive that right, or a judge orders it.

Exceptions to Confidentiality and Privilege: As a mandated reporter in the state of Ohio your therapist is legally obligated to violate confidentiality under the following circumstances: When the therapist has reason to suspect that the client has been, or is currently, involved in the abuse or neglect of child; When the therapist has reason to suspect that the client has been, or is currently,

involved, in the abuse or neglect of vulnerable adults; If a client is pregnant and taking street drugs; If the client reports sexual misconduct by another counselor; If a client is a serious danger to themselves, i.e., if suicidal; ~~▲~~If a client is a serious danger to someone else, i.e., if homicidal; If the courts order copies of records. Another time when confidentiality has limitations is for minor clients. Parents and guardians have legal right to access a minor client's records

Minor clients do have the rights to complete confidentiality in obtaining counseling for pregnancies and associated conditions, sexually transmitted diseases, and information about alcohol or drug abuse

Custody Issues & Therapy for Minors: It is the policy of this practice is that for minor children, where legal custody is split (joint) between parents or guardians who are no longer married or cohabiting, we need authorization and signature from both parents on our Informed Consent and Confidentiality Notice prior to the child being seen. These forms can be downloaded from our website and completed prior to arrival. If there is a legal agreement governing the responsibility of payment of medical expenses, please note this office cannot be responsible for enforcing your agreement. Payment is expected at the time of service, regardless of who accompanies the child to the office.

Ethical Guidelines: Your counselor follows the National Association of Social Workers (NASW) ethical guidelines, as well as those rules dictated in the OH Social Worker Board Copies of these materials can be obtained from: NASW <http://socialworkers.org/pubs/code/code.asp>// OH Social Worker Board <http://cswmft.ohio.gov/SocialWorkers.aspx>.

Medical Records: The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of the records unless we believe that seeing them would be emotionally damaging, in which case we will send them to a mental health professional of your choosing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. We recommend you review them in your therapist's presence so we can discuss the contents. All client records include: a data sheet filled out prior to therapy, a chronological listing of appointments and fees, a copy of signed releases, copies of any correspondence regarding your case, a copy of the signed informed consent packet materials, and a copy of all therapist notes. Your therapist in a secured area will maintain all records for a period of seven years from the time of service termination. As a client you have a right to access your records. You also have a right to contest material in your records and it will be duly noted in your record. You do not have a right to alter your records or dictate information be removed. You have the right to access and view your record, but you do not own the records, they are property of Tiffany A. Rush LISW-S.

Counseling and Records for Minors: If you are under 18 years of age, please be aware that the law provides your parents the right to review your treatment records as well as obtain information from us about your diagnosis, progress, and treatment. It is our policy to request an agreement from parents that they agree to avoid unnecessary review of records and involvement in your treatment with the practice. If they agree, we will only provide them general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or someone else. In this case, we will notify them of our concern.

Supporting Vendors: In the course of operating this practice we contract with various external vendors such as an accountant, information technology (IT), claims clearinghouse, HIPPA secure credit credit card app, and an electronic health record (EHR) vendor. In all these cases we have a

HIPAA business associate contract in place with our vendors. This means they understand the federal HIPAA guidelines for confidentiality and agree to abide by those regulations set forth and maintain the same level of confidentiality that healthcare professionals are bound to in the event they should encounter patient information. Careful steps are taken with our accountant and IT vendor to ensure they rarely encounter any client information. Our claims clearinghouse and Electronic Health Record (EHR) is used to submit medical claims electronically and maintain patient records. In both cases, bank level security and encryption is used to protect client information. Their systems are also electronically automated and vendor support rep's are only accessed if a data input error occurred. Support staff of the claims clearinghouse and EHR vendor have restricted access and are not able to access patient narrative notes. Our EHR vendor, like most EHR vendors, does have authority to use de-identified patient information. They do this in compliance with HIPAA guidelines to ensure any data extracted for research purposes can in no way be identified to a client. If you have any concerns or further questions, please talk to our HIPAA officer, Tiffany Rush, LISW-S.

Disputes and Complaints: Any disputes or complaints that can not be resolved between the client, and Tiffany Rush, LISW-S can be directed to the OH Board of Social Workers 77 S High St, Columbus, OH 43215 Phone: (614) 466-0912

Professional Fees: All clinicians will perform an initial diagnostic session, which is more expensive. Follow up therapy sessions visits are less expensive. If you are utilizing health insurance benefits, your health plan may have a contracted rate with your therapist or doctor that differs from the usual and customary fees listed in our fee schedule.

Health Insurance: You should be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis for benefits to pay for services. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they can share the information with national medical information databanks. It is important to remember that you always have the right to pay for services yourself to avoid the potential problems described above. Please keep us informed of changes in your financial status and insurance or medical assistance eligibility. You may be responsible for charges incurred if your coverage has changed or lapsed and you do not inform us in advance.

Phone Availability: I am often not immediately available by phone. Because of other obligations, I am currently only returning phone call in the evening. I will also not answer the phone when I am with a client. When I am unavailable, you are able to leave us a voice message and I will make every effort to return your call the same day you have called, with the exception of weekends and holidays. If you are difficult to reach, I encourage you to leave times when you will be available. I also encourage the use of an after hours crisis counseling agency where a counselor is able to assist you with any problems. That agency is Talbert House and their number is (513) 281-2273.

Emergency & Interruption of Therapy: In the event of any mental health or substance abuse emergency and you do not hear from me immediately, you must call the crisis service hotline (513) 281-2273, your primary care physician, 911, or go to the nearest emergency room. When I am on vacation or plan to be unavailable for a brief period of time, I will provide you with the

name and number of another therapist you can contact with questions or come in to see as needed. In the event of a longer interruption of therapy I will make appropriate referrals as needed.

Client Rights

To be treated with respect and dignity at all times. This includes being included in all facets of the planning of treatment. You have the right to ask questions at any time and you may refuse to participate in any intervention suggested. You have the right to be fully informed regarding the estimate of the approximate length of treatment to meet the goals.

To be fully informed about my qualifications, training, and experience. Please see the Professional Disclosure Sheet.

To understand any issue related to the therapy process. If you have any questions or concerns, please do not hesitate to discuss them with me.

To discontinue treatment at any time. Either the client or the therapist may end therapy at any time. Your voluntary involvement allows you to discontinue at any time. If your therapist feels you are no longer benefiting from therapy or your therapist feels there is a conflict in values they may discuss termination. If you desire additional counseling your therapist will provide you with a referral competent to address your issue.

Client Responsibilities

To arrive on time for therapy session, or cancel appointments 24 hours in advance. Your appointment time is reserved exclusively for you; canceling is needed at least 24 hours in advance in order to avoid being charged a \$45.00 fee. Missed appointments, with no call to cancel appointments will be charged the full session of \$80.00. This charge cannot be billed to you insurance because they do not pay for missed or late cancelled session.

To pay for the service at the time they are received. Fees are due at the time of service. As agreed upon in the Fee Agreement. Ancillary professional services are charged at the rate of \$95.00 per hour and are not covered by insurance (e.g., phone calls over 15 minutes, consultation with other professionals, preparation of written reports). A \$30.00 fee will be charged for returned checks. If you have insurance coverage, you must pay that portion not covered by your insurance at the time of service, including any deductible and/or copay amounts. I participate in some insurance plans; call your plan to confirm whether I participate in their network. You may also opt to pay your bill in full and submit own insurance claim. Accounts 30 days over due will be subject to a \$5.00 late fee. If your account is 90 days over due, you will be referred to collections. You will be responsible for all fees associated with collections, attorney costs, and court costs.

Limits of Confidentiality

Under most circumstances, communications between you and your therapist are (by law) confidential and may not be disclosed without permission. In a few special circumstances, information may be disclosed without permission. For example, a judge may order disclosure of information if you are involved in legal proceedings or if your treatment is court ordered. Circumstances that pose a significant, imminent threat of harm to you or someone else may also be disclosed. Disclosure of child abuse or abuse of elderly or disabled adults is required by law.

Electronic Communications:

Electronic Communications cannot ensure the confidentiality of any form of communication through electronic media, including text messages. You are also advised that any email sent to a therapist via computer in a work-place environment is legally accessible by an employer. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, the therapist will do so. While the therapist may try to return messages in a timely manner, the therapist cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Each therapist is ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. A judge can subpoena your records for a variety of reasons, and if this happens, the office will comply.

RISK OF USING EMAIL/TEXTING: The transmission of client information by email and/or texting has a number of risks that clients should consider prior to using email/texting in therapy. These include, but are not limited to, the following risks:

1. Email/Text messages can be circulated, forwarded or stored in electronic files.
2. Email/Text messages can be immediately broadcast worldwide and received by many intended and unintended recipients.
3. Senders can easily misaddress email and text messages.
4. Email/Text messaging is easier to forge than handwritten or signed documents.
5. Backup copies may exist even after sender and/or recipient has deleted their copies.
6. Email/Text messages can be intercepted, altered, forwarded or used without detection or authorization.
7. Email/Text messages can be used as evidence in court.
8. Email/Text messages can be lost in transmission.

CONDITIONS FOR THE USE OF EMAIL/TEXTING: Tiffany A. Rush, LISW-S uses reasonable means to protect the security and confidentiality of emails and texts she sends and receives, however due to the above outlined risks, she cannot guarantee the security and confidentiality of information sent through email/texting. Tiffany A. Rush, LISW-S is not liable for improper disclosure of confidential information that is not caused by intentional misconduct. Clients must acknowledge and consent to the following conditions:

- If clients choose to use email/texting for emergency situations, they must be aware that Tiffany A. Rush, LISW-S cannot guarantee that emails/texts will be received and responded to within a particular period of time.
- When at all possible, complex or sensitive situations are encouraged to be reserved for discussion during session rather than using email/text.
- Any email or text sent or received is subject to being printed out and placed in the client's medical record.
- Tiffany A. Rush, LISW-S will not forward client's identifiable emails/texts to outside parties without the client's written consent, except as authorized by law and explained in the Office Policies & Informed Consent.

- Clients should use their best judgment when considering the use of email or texts for communication of sensitive medical information. Tiffany A. Rush, LISW-S will not be responsible for the content of messages.
- Tiffany A. Rush, LISW-S is not liable for breaches of confidentiality caused by the client or any third party when using email/texting.
- The Client is responsible to follow up and/or schedule an appointment if necessary. Tiffany A. Rush, LISW-S: Informed Consent Page.

Emails Text Messages Phone

I give permission for Tiffany A. Rush, LISW-S to respond me regarding general information such as appointment confirmation through (check all that apply):

Email, If yes, my email is: _____

Text Messages, If yes, my cell number is: _____

Client Signature

Date

CLIENT RIGHTS Agreement

I understand that the treatment plan that will be developed for me will be this professional’s best recommendation for addressing the problems I present. I understand that engaging in treatment may result in unforeseen outcomes, such as changes in my relationships with family members or friends. I further understand that obtaining the desired results of treatment depends on factors such as the effort I make toward changing, the consistency with which I keep appointments and follow treatment recommendations, or changes in my family and other life circumstances. I understand that I am free to seek this or any other treatment elsewhere, and that part of the recommended treatment may include a referral to another provider such as a psychiatrist.

My signature indicates my consent to be assessed and interviewed; this consent applies to me and/or my children. My signature on the treatment plan that will be developed will indicate my agreement with the plan outlined. I have read, understood, and agree to abide by the above guidelines regarding my client rights and responsibilities as a client, and understand the limits of confidentiality there specified. I understand and agree that, regardless of my insurance status, I am ultimately responsible for the balance of my account for any professional services rendered. I have been given an opportunity to receive a copy of the Client Rights, Responsibilities, and Confidentiality Policy.

Name of children or ward _____

Client (or Parent if client is a minor) Signature

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Client Signature _____ **Date** _____

Therapist Signature _____ **Date** _____

