



## INFORMED CONSENT FOR TREATMENT RIGHTS & RESPONSIBILITIES PRACTICE & FINANCIAL POLICIES

Therapy is a collaborative process where you and your therapist will work together on to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you **and** your therapist 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 therapist. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit.

Therapy begins with the intake process.

- ❑ Prior to your first session, you will be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information.
- ❑ Scheduling and payment information can be entered in through the client portal, accessed at: <https://www.therapyportal.com/p/kawwow/>
- ❑ In an initial session, you will:
  - Review our policies and procedures, talk about fees, identify emergency contacts, and decide if you want to file out-of-network claims for your health insurance to pay your fees depending on your plan's benefits.
  - Discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits.
  - 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 therapist may change your treatment plan to be sure it describes your goals and steps you need to take as part of your regular therapy sessions. Participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals. At this 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.

During this process, you have several rights & responsibilities as a client.

### Your Rights:

- ❑ To be respected as an individual, regardless of your gender, race, religion, sexual orientation, or disability status.
- ❑ To be treated in accordance with professional and ethical standards of conduct.
- ❑ To discontinue therapy at any time. However, it is expected that you will confer with your therapist rather than end treatment abruptly. If you decide to discontinue treatment, you have the right to request a treatment summary and referrals to other professionals.
- ❑ To have your information protected and held **confidential** (more in the responsibilities section).

### Your Responsibilities:

- ❑ I understand that sessions run for 45-50 minutes and will not be extended to accommodate tardy clients. In addition, if your session runs beyond the allotted time (such as in an emergency situation), your fee will be adjusted accordingly.
- ❑ I understand that there is no guarantee that any particular outcome will result from treatment.
- ❑ I understand that all communications with Wind Over Water staff, including digital interactions, can be part of my clinical record. Any digital communication will be limited to that which does not compromise the clinical relationship or professional and ethical standards. We will discuss appropriate ways to use digital technology with my clinician.

- ❑ If we choose to communicate via digital media (telehealth, cell phones, text, email, etc.), I understand that the confidentiality of these interactions cannot be guaranteed, although any Wind Over Water-based digital communications will utilize appropriate security measures.
- ❑ Phone/Text/Email: your therapist will use all appropriate security measures to ensure confidentiality of our information, but I am responsible for all security measures that I do/do not use in my communication.
- ❑ You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method.
- ❑ Telehealth: using the TherapyNotes platform, all communication is appropriately secured.
  - I understand that I am responsible for my internet connection and a device with a camera for video.
  - Your therapist can explain how to log in and use any features on the telehealth platform. There are some risks and benefits to using telehealth:
    - You will be asked to identify an emergency contact and to verify your location at each session in case of emergency.
    - At times, you could have problems with your internet, video, or sound. If you have issues during a session, your therapist will follow the backup plan that you agree to prior to sessions.
    - It may be difficult for your therapist to provide immediate support during an emergency or crisis. You and your therapist will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.
    - You can attend therapy wherever is convenient for you.
    - You can attend telehealth sessions without worrying about traveling, meaning you can schedule less time per session and can attend therapy during inclement weather or illness.
  - Recommendations
    - Make sure that other people cannot hear your conversation or see your screen during sessions.
    - Do not use video or audio to record your session unless you ask your therapist for their permission in advance.
- ❑ Social Media/Review Websites - if you try to communicate with your therapist via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.
- ❑ Your provider may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your therapist on any platform, they will not follow you back.
- ❑ If you see your therapist on any form of review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include your therapist. If you choose to leave a review of your therapist on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.
- ❑ COVID related procedures – currently, we are operating in a telehealth only platform. There is an unlikely scenario in which your therapist may be mandated to report to public health authorities if you have tested positive for infection. If so, your therapist may make the report without your permission, but will only share necessary information. Your therapist will never share details about your visit.

- ❑ You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy and if you plan to file out-of-network benefits, you should confirm with your insurance if part or all of these fees may be covered. You should also know about the following:
  - If you are unable to attend therapy, you must contact your therapist before your session. Otherwise, you may be subject to fees outlined in your fee agreement. Insurance does not cover these fees.
  - Full payment is due at the time of your session. If you are unable to pay, tell your therapist. Your therapist may refer you to Project HEAL to determine a sliding scale, or refer you to other low- or no-cost services. Any balance due will continue to be due until paid in full.
  - Your therapist may charge administrative fees for writing a letter or report at your request; consulting with another healthcare provider or other professional outside of normal case management practices; or for preparation, travel, and attendance at a court appearance. These fees are listed in the fee agreement. Payment is due in advance.
  - If you choose to use insurance benefits to pay for services, you will be required to share personal information with your insurance company. Insurance companies keep personal information confidential unless they must share to act on your behalf, comply with federal or state law, or complete administrative work.
  - When your therapist is out-of-network, they do not have a contract with your insurance company. You can still choose to see your therapist; however, all fees will be due at the time of your session to your therapist. Your therapist will tell you if they can help you file for reimbursement from your insurance company. If your insurance company decides that they will not reimburse you, you are still responsible for the full amount.
  - We require that you keep a valid credit or debit card on file and to complete the Payment Authorization Form. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.
- ❑ If you feel your therapist has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your therapist's license, your insurance company or the US Department of Health and Human Services.

**Provider Responsibilities:**

- ❑ Your therapist must provide ethical and evidenced based treatment in accordance with the scope of practice defined by their licensing board and continue to uphold all associated requirements.
- ❑ Confidentiality: We will not disclose any information without your written consent.
  - We will not sell your information to anyone for any reason.
  - Please be advised that state law requires that confidentiality be broken in certain emergency situations, such as to protect you or someone else from imminent danger, to report child or elder abuse, or if mandated by a court order (see HIPAA statement) and in these situations, your therapist will disclose the minimum necessary information required.
    - Your therapist may speak to other healthcare providers involved in your care.
    - Your therapist may speak to emergency personnel.
    - I understand that my therapist may consult and share clinical information with her supervisor and/or clinical board and/or university in order to provide legal and ethical treatment. They may also do so to meet the requirements set forth for licensure or certification.
    - If you report that another healthcare provider is engaging in inappropriate behavior, your therapist may be required to report this information to the appropriate licensing board. Your therapist will discuss making this report with you first and will only share the minimum information needed while making a report.

- If your therapist believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your therapist can explain more if you have questions.
- If your therapist has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
- If your therapist believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your therapist will work with you to discuss other options to keep you safe.
  - See also: HIPAA statement and Acknowledgement
- Records: Your therapist is required to keep records about your treatment. 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 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.

**Your Consent:**

- I consent to take part in treatment with this clinician. I understand that it is in my best interest to actively participate in treatment and follow treatment recommendations.
- I have read and understood this document and will address any concerns or questions with my therapist.
- Wind Over Water reserves the right to change this agreement as necessary and in accordance with all applicable laws. Current copies of this agreement can be requested anytime and are available on our website.

**Client/Representative Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

I have addressed the client's/parent's/guardian's concerns and/or questions. The client appears fully competent to give informed consent.

**Clinician Signature** \_\_\_\_\_

**Date** \_\_\_\_\_