#### INFORMED CONSENT

## THE COUNSELING PROCESS

The counseling relationship consists of the individual and counselor working together to improve relationships and the life of the individual. It is my goal to journey with you to lead a more satisfying life while setting effective goals that will positively impact your overall wellbeing. The number of sessions needed vary from each individual and each circumstance. Typically, 6-12 sessions can be expected, but you are free to terminate services at any point and/or ask for a referral to another therapist. If you decide to end sessions with me, I encourage you to notify me directly rather than no longer replying to my emails or calls. When counselors have not heard from their clients in a while, it is considered best practice for us to continue to contact clients several times and offer referrals to other counselors before closing their case.

#### CONFIDENTIALITY

Lara Waldenmaier, MA, LPCC is committed to a safe environment, which involves your privacy as a client being of great significance. What you say in our sessions will remain private except for: concerns about intention of harm to yourself or another, it is a counselor's professional and legal responsibility to notify the appropriate persons. If there is any indication of harm or neglect to minors, the elderly, or those unable to protect themselves, or is relevant to certain custody proceedings, counselors are mandated by the laws of the State of Ohio to report this information for the safety of such individuals. Other limits to confidentiality might include if: you seek treatment to avoid detection or apprehension or enable anyone to commit a crime; you die and the communication is important to decide an issue concerning a deed or conveyance, will, or other writing executed by you affecting as interest in property; you file suit against your therapist for breach of duty or your therapist files suit against you; you have filed suit against anyone and have claimed mental/ emotional damages as part of the suit; you waive your rights to privilege or give consent to limited disclosure by your therapist; your insurance company paying for services wants to review your records etc. There are instances where a release of information will need to be utilized to gain information from other parties, but this will only be done with your consent. Occasionally I may need to consult with other professionals in their areas of expertise to provide the best treatment for you. Information about you may be shared in this context without using your name. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

## LENGTH OF APPOINTMENTS

The standard meeting time for psychotherapy is 53 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 53-minute session

needs to be discussed with the therapist for time to be scheduled in advance.

## CANCELED AND MISSED APPOINTMENTS

When an appointment is made, I am reserving time for you. If you need to cancel your appointment, please contact me at least 24 hours in advance. Failure to do so will result in a \$50 Late Cancellation Fee. Insurance companies do not pay for missed appointments. If you feel you should not be billed due to your circumstances, please contact me to discuss the issue. After three no-call/ no-shows, your case may be closed due to lack of continuity of care.

#### FINANCIAL POLICIES

I will verify your insurance before the initial assessment but am only able to give an estimated cost based on information from your insurance company. Verification of insurance is not a guarantee of payment. As a courtesy, I will bill your insurance for the session so that you can have peace of mind. Please note that payment of all costs, including the deductible and copayments, is ultimately your responsibility, regardless of your insurance. It is typical for insurance companies to limit the number of sessions that are covered within a year. I am unable to guarantee eligibility, coverage, or benefits.

#### RATE FOR COURT INVOLVEMENT

If it is necessary for me to be involved in court proceedings, please understand there is a significant amount of time, additional liability incurred, the need for additional consultation, and preparation of documents/information that is often required to best serve the courts. Due to these requirements a special rate of \$300 per hour is applied to such services, including consulting with lawyers, providing witness testimony, and/or being deposed. Furthermore, to schedule my appearance at a hearing, at least 30 days advanced notice and 50% non-refundable deposit of the fee for the scheduled amount of time is required. To cancel/reschedule such a booking without being charged the full fee, at least two weeks' notice is required. If adequate notice is not given, the full fee for the scheduled time frame will be charged even if I am not utilized during the hearing process. Please understand that counselors are not able to make custody recommendations under any circumstances.

## **SOCIAL MEDIA**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

## TELEPHONE AND EMAIL ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voicemail or email me. I am often not immediately available; however, I will attempt to return your call or

email within 24 hours. If a true emergency arises, please call 911 or go to the nearest emergency room.

## **ELECTRONIC COMMUNICATION**

I cannot ensure the confidentiality of any form of communication through electronic media, including email. Please note there is a chance another party could access your information. Please do not email information you would rather not have revealed. If you prefer to communicate via email for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I 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.

## INFORMED CONSENT FOR TELEMEDICINE SERVICES

Lara Waldenmaier, MA, LPCC has taken reasonable precautions to make telemedicine sessions private and secure and uses SimplePractice, PsychologyToday and Sondermind for video sessions which are HIPPA compliant and offer a level of encryption in the video sessions to help secure the connection. Despite these precautions there are risks and limitations unique to telemedicine services. These risks include but not limited to:

- ·Transmission of medical information that is disrupted or distorted by technical failures
- ·Transmission of medical information that is interrupted or captured by unauthorized persons
- · Electronic storage of medical information that could be accessed by unauthorized persons
- ·Telemedicine services are not appropriate for clients experiencing a mental health crisis or those with intense thoughts of self-harm, suicide, or homicide. Clients experiencing a mental health crisis will be referred for in person services or crisis care.

I hereby consent to engaging in telemedicine services with Lara Waldenmaier, MA, LPCC. My therapist is a licensed counselor in the state of Ohio. I understand that telemedicine includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to a health care practitioner located in the state of Ohio.

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

I understand that telemedicine has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

I understand that there are risks and consequences from telemedicine including interruptions, unauthorized access, and technical difficulties. Care may not be as complete as face-to-face service if using chat or email. To maintain confidentiality, I will not share my telephone appointment or my video appointment link with anyone unauthorized to attend the appointment.

I also understand that if my psychotherapist believes I would be better served by another

form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured. I understand that I have a right to access my medical information and copies of medical records in accordance with Ohio law.

I understand that telemedicine is NOT an Emergency Service and if I have a life-threatening clinical emergency, I will dial 911 immediately or go to my nearest emergency room. If my crisis is not life threatening and my psychotherapist is unavailable, I will contact: http://www.befrienders.org/ or the National Suicide Hotline at 800-784-2433 for assistance.

If for some reason, there is a technology problem and our session does not start on-time or is interrupted, I will call, email or send a secure message. Sessions that do not occur due to technology complications are not subject to cancellation fees.

#### **CLIENT RIGHTS**

- Each client has the right to be informed of any risk regarding therapeutic procedures, except in emergencies. If a client is considered mentally incapable of making a rational decision and request for a procedure, the sponsor or guardian will be provided information to form the basis of an informed decision.
- Each client has the right to have access to mental health treatment involving compassion and respect.
- The client has the right to receive assistance in making plans for follow-up medical or mental health care or referral after these sessions.
- Each client has the right to be assisted in a responsible and professional manner
- Each client has the right to refuse treatment.
- The client has the right to be provided appropriate recommendations for mental health care when coverage is terminated.
- Each client has the right to privacy and confidentiality unless disclosure is required or permitted by the insurance plan provider, the law or if the client consents to its release.
- Each client has the right to be provided with information concerning the individual's treatment, diagnosis and progress in a way that is understandable and not weighed down by clinical jargon.

#### **CLIENT RESPONSIBILITIES**

- The client has the responsibility to try to be considerate but have the freedom to disagree with a treatment plan. It is the client's responsibility to discuss with the therapist.
- It is the client's responsibility to keep all scheduled appointments and to arrive on time.
- The client has the responsibility to be considerate of delays in the client's counseling session due to an emergency with another client.

## NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION: PLEASE REVIEW IT CAREFULLY

- I. This is a formal notification, as required by the government concerning the privacy policy. It is important that everyone involved understands the importance of guarding client information.
- II. Lara Waldenmaier, MA, LPCC has a legal obligation to maintain all medical records and information in the strictest of confidence as required by law. What this means to you is that Lara Waldenmaier, MA, LPCC must safeguard your information. This means Lara Waldenmaier, MA, LPCC cannot release information to others without your written consent, including conversations, reminder calls, test results and other information that may be of a confidential nature. Client information about health care is identified as "PHI" or protected health information. This change in policy requires that you, the client, identify and clarify at the time of registration or re-registration with Lara Waldenmaier, MA, LPCC who she can talk to, how she can leave information on your behalf, and the process for ongoing continuity of your medical care. You can change this information at any time with either written notification or verbal notification, followed up in writing. Changes can only impact the care or information from that point in time forward.
- III. Your protected health information (PHI) is an intricate part of your medical care, and can be used or disclosed with your written consent as follows:
- Your treatment may include any referral for services such as diagnostic testing or treatment related to your condition or medical care needs. This may also include conversations with other physicians. For obtaining payment for treatment with your identified insurance or health coverage program. This would include any documentation related to this process, which may include progress notes. This would include eligibility verification, prior authorization and claim submission. For operations, such as enrolling with insurance programs, accounting and compliance with federal and state laws and regulations. Disclosure to your family and friends concerning any related health care information, which can be modified at any time orally, followed by written consent. Consent is not required for emergency care and treatment. An emergency is identified as a medical condition that in the judgment of the physician or medical entity required immediate and full information for care on your behalf. Certain disclosures can be made without your consent, and they are as follows:
- You are a danger to yourself or others
- You seek treatment to avoid detection or apprehension or enable anyone to commit a crime.
- Your therapist was appointed by the courts to evaluate you.
- Your contact with your therapist is for the purpose of determining sanity in a criminal Proceeding.
- Your contact is for the purpose of establishing your competence.
- The contact is one in which your therapist must file a report to a public employer or as to information required to be recorded in a public office, if such a report or record is open

to public inspection.

- You are under the age of 16 years and are the victim of a crime.
- You are a minor and your therapist reasonably suspects you are the victim of child abuse.
- You are a person over the age of 65 and your therapist believes you are the victim of physical abuse.
- Your therapist may disclose information if you are the victim of emotional abuse.
- You die and the communication is important to decide an issue concerning a deed or conveyance, will, or other writing executed by you affecting as interest in property.
- You file suit against your therapist for breach of duty or your therapist files suit against you.
- You have filed suit against anyone and have claimed mental/ emotional damages as part of the suit.
- You waive your rights to privilege or give consent to limited disclosure by your therapist.
- Your insurance company paying for services has the right to review all records.

Disclosure required by the government or law enforcement agencies.

- o Specific areas that require release include gunshot wounds, domestic violence, and victims of abuse or neglect.
- o Information used for health care oversight, such as a site review by an insurance program.
- o Information related to certain research procedures, the majority of this information is stripped of any personal data, and is normally generic (age, sex, diagnosis) in nature.
- o Information provided to avoid harm if there is a threat to patient or other safety.
- o Specific governmental functions.
- o Workers compensation review.

# YOUR RIGHTS WITH RESPECT TO YOUR PROTECTED HEALTH INFORMATION The right to request limits on the uses and disclosure at registration or any time during your care.

The right to choose how we send this information to you, including an alternate address. The right to see and obtain copies of this information, but there may be copy and postage fees.

The right to get a listing of who we have made disclosures to about your PHI. The right to correct and update your file through an amendment process if appropriate. Lara Waldenmaier, MA, LPCC reserves the right to modify or change this Privacy Statement and process at any time. Revision to the Notice will be available upon request by contacting Lara Waldenmaier, MA, LPCC. The changes will be effective retroactively to the initial date of the Privacy Notice. An updated Privacy Notice will be sent to you within 60 days of the revision.

If you have a concern or complaint about services provided or how your information is managed please contact: Counselor, Social Worker and Marriage & Family Therapist Board,

77 South High Street, 24th Floor, Room 2468, Columbus, Ohio 43215-6171, Tel: (614) 466-0912 Fax: (614) 728-7790, Email: cswmft.info@cswb.ohio.gov

## **TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source. Should you fail to schedule an appointment after three contacts from me, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

#### CONSENT FOR TREATMENT

I authorize Lara Waldenmaier, MA, LPCC, to provide telemedicine psychotherapy for me. This consent includes contact and discussion with other health care professional for care and treatment.

CONSENT FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION This consent is required by the Health Insurance Portability and Accountability Act of 1996 to inform you of your rights for privacy with respect to your health care information. I hereby give my consent to Lara Waldenmaier, MA, LPCC to use and disclose my protected health information for the purposes of treatment, payment and operations of my health care and this practice.

## CONSENT RELATED TO THE INFORMED CONSENT

I have had a chance to review the Informed Consent as part of this registration process. I understand that the terms of the Informed Consent may change and I may obtain these revised notices by contacting Lara Waldenmaier, MA, LPCC by phone or in writing. I understand I have the right to request how my protected health information (PHI) has been disclosed. I also have the right to restrict how this information is disclosed, but this practice is not required to agree to my restrictions. If it does agree to my restrictions on PHI use, it is bound by that agreement.

# **QUESTIONS**

Please feel free to discuss any questions or concerns regarding these policies or your treatment at any time.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.