

The Baltimore Therapy Center, LLC 103 Old Court Rd., Suite A Baltimore, MD 21208 443-598-BTC1 (2821)

# **Consent to Treatment**

This document provides you, the client, with information that is additional to that detailed in the accompanying Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

# PROCESS OF COUNSELING AND SCOPE OF PRACTICE

Participation in counseling can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek counseling. Working toward these benefits, however, requires effort on your part. Individual, couples, and family counseling require your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior.

During counseling, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your provider may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel upset, angry, depressed, challenged, or disappointed.

Attempting to resolve issues that you are seeking help with, such as personal or interpersonal relationships, may result in changes that were not originally intended. Counseling may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating, with backsliding being a normal part of the process. There is no guarantee that counseling will yield positive or intended results.

Your provider does not offer medication/prescription recommendations, custody evaluation recommendations, or legal advice, as these activities do not fall within his/her scope of practice. Please note that providers at the Baltimore Therapy Center have different degrees, licenses, and areas of specialty. Your provider may or may not provide services including the following: therapy, couples counseling, spiritual guidance, personal coaching, relationship coaching, case management, social work, and others. While methods differ, all our staff members are skilled at and dedicated to helping you achieve the results you are seeking. Please ask your provider if you wish to know more about their scope and qualifications.

#### CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law. This includes situations where your provider believes that there is a risk of you harming yourself or someone else, or that abuse of a child or vulnerable adult is taking place in the present or has taken place in the past (whether or not you are directly involved). Disclosure may also be required pursuant to a legal proceeding by or against you, or to collect payment from an insurance company, Employee Assistance Program, or via a collections agency in cases of nonpayment. In couples and family therapy, sessions held with one party will be considered confidential to that party. Records for any sessions where multiple people are present will require consent of all parties in order to be released. However, while the Baltimore Therapy Center will not violate confidentiality outside the terms of this agreement, it is possible that the other parties to your session may disclose information.

All cases may be discussed among staff in the agency for case consultations for the purpose of providing better care and service to clients. All clinicians also maintain relationships with supervisors with whom they discuss cases to improve their skills and protect clients. In such discussions full names are never used, but some potentially identifying information may be left unchanged in order to achieve outcomes most appropriate to each specific case. Staff at the Baltimore Therapy Center may consult with other professionals outside the agency regarding their clients, in which case identifying information is altered in order to preserve client anonymity and confidentiality.

# LITIGATION LIMITATION

Due to the nature of the counseling process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Baltimore Therapy Center staff to testify in court or at any other proceeding, nor will a disclosure of the counseling records be requested unless otherwise agreed upon. In the event that Baltimore Therapy Center staff is subpoenaed to testify in court, a charge of \$400 per hour will apply.

#### **PAYMENTS & INSURANCE REIMBURSEMENT**

Clients are expected to pay the standard fee of \$110-\$170 per 45-minute session at the end of each session unless other arrangements have been made. Clients who have made a payment by credit or debit card will have their card number securely stored and charged automatically after each session attended or cancelled less than 24 hours in advance. Please notify your provider if any problems arise during the course of therapy regarding your ability to make timely payments.

At your request an invoice (or "superbill") will be provided to you to submit to your insurance carrier for reimbursement. Note that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality and privacy, as the Baltimore Therapy Center has no control over, or knowledge of, what insurance companies do with the information once it has been submitted.

Not all issues/conditions/problems which are dealt with in counseling sessions are reimbursable by insurance companies. It is your responsibility to verify the specifics of your coverage. You are responsible for payment whether or not your insurance carrier will reimburse you for expenses. If your account is overdue and there is no written agreement on a payment plan, the Baltimore Therapy Center may use legal or other means (courts, collection agencies, etc.) to collect payment.

Sessions that are missed or cancelled less than 24 hours in advance of the scheduled time must be paid in full by the client. The Baltimore Therapy Center reserves the right to charge credit cards on file for these fees. If you have prepaid for a session and miss or cancel it less than 24 hours in advance you will not be refunded the money. If you wish to make up a missed session you will be required to pay for it at the regular rate.

Clients arriving late for their appointment should still expect the session to end 45 to 50 minutes after the scheduled start time, not after the time of arrival. If you do not show up for your session within 20 minutes of the schedule start time and are not in contact with your provider, your provider may choose to leave and consider a missed session.

# **ELECTRONIC COMMUNICATONS**

All e-mails sent from the Baltimore Therapy Center are securely encrypted and cannot be intercepted in transit by third parties. However, you are responsible for the security of your own e-mail accounts and devices. Additionally, e-mails you send to the Baltimore Therapy Center are not guaranteed to be encrypted (although most common e-mail providers, such as Gmail, Hotmail, Yahoo, and others do automatically encrypt their e-mails as well).

You may also request to communicate with the Baltimore Therapy Center via unencrypted methods such as text messages. If you choose to use unencrypted communication options, please be aware that any computer, unencrypted e-mail or text communication can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication.

Unencrypted e-mails and texts are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails and texts that go through them. The following are some of the risks inherent in using these media:

- An unencrypted e-mail or text message might be sent erroneously to the wrong recipient, seen by someone in your house or workplace, or purposefully intercepted by a third party.
- Communication companies (e.g., Google) may be able to access e-mail accounts and text messages.
- Computers, tablets, and cell phones can be lost or stolen.

These risks exist both for unencrypted messages you send to your provider, and those your provider sends to you. (E-mails you receive from the Baltimore Therapy Center are always encrypted.) In order to further address these possibilities from the side of the Baltimore Therapy Center, all e-mails bear a disclaimer in case of mistaken recipients, and all confidential data on computers, tablets, and cell phones is password-protected. Baltimore Therapy Center computers are equipped with virus protection and a password. Client information is stored in a HIPAA-secure cloud environment through Google Apps and is backed up regularly into a separate secure cloud. Emails and text messages exchanged between you and your provider become a part of your record and subject to all the same laws and rights of access as any other part of your record.

You are not required to use any of these methods of communication to receive treatment. You have the right to request unencrypted communications and to revoke your request at any time. If you initiate communication with your provider via unencrypted methods, we will assume that you have made an informed decision to use such communication methods, will view it as your agreement to accept the risks associated with such methods, and will honor your desire to communicate using these methods. You may also choose to communicate electronically only via secure means, by contacting us through the contact form on our website, or by downloading the iPlum app, which allows for secure and encrypted texting.

#### **TELEPHONE & EMERGENCY PROCEDURES**

If you need to contact your provider between sessions, please leave a message at 443-598-2821 and your call will be returned as soon as possible, unless other arrangements have been made with your provider. Staff check and respond to text/voice messages a few times during the daytime only, unless they are out of town. The Baltimore Therapy Center is not an emergency service. In case of emergency, please call 911 or the Baltimore Child and Adolescent Response System at 410-547-5490.