

**FREMOUW SIGLEY & BAKER PSYCHOLOGICAL  
ASSOCIATES  
(FSBPA)**

**Informed Consent to Service**

**1.5.23**

We are a group of independent mental health professionals, under the name Fremouw, Sigley, & Baker Psychological Associates. This group shares office space and secretarial/administrative resources. While we share a name and office space, we are completely independent in providing you with clinical services and **I ALONE AM FULLY RESPONSIBLE FOR YOUR SERVICES**. Our professional records are separately maintained, and no other member of the group can have access to them without your specific, written permission.

**Service**

We provide both short- and long-term treatment for a variety of problem areas such as Behavioral Problems; Anxiety/Mood Disorders; Interpersonal Relationships; Grief/Loss; Family and Parenting; and Trauma.

Our professionals also conduct comprehensive evaluations in the following clinical areas: ADHD/Learning Disability, Gifted Program, Psychological Evaluations, and Pre-Bariatric Surgery Psychological Evaluations.

Forensic evaluations are conducted to address specific legal issues such as competency for involvement in the legal system, criminal responsibility, fitness for duty, risk assessment, parental fitness, and other issues.

**Confidentiality**

Our services are confidential. Visits to Fremouw, Sigley, & Baker Psychological Associates, PLLC are protected by the highest professional standards of confidentiality as specified by the Health Insurance Portability and Accountability Act (HIPAA, 1996), 21<sup>st</sup> Century Cures Act (effective April 5<sup>th</sup>, 2021), West Virginia State law, and the American Psychological Association's "Ethical Principles of Psychologists and Code of Conduct".

No records or information about you will be released without your consent, **except under the following circumstances:**

- When doing so is necessary to protect clients or someone else from imminent physical and/or life-threatening harm.
- When a client lacks the capacity or refuses to care for him/herself and such lack of self-care presents a substantial threat to his or her well-being.
- When abuse, neglect, or exploitation of a child, elder adult, or dependent adult is suspected.

- When a client pursues civil or criminal legal action against FSBPA or its staff, or when a client makes a complaint to a Professional Board about a clinician.
- When a client is involved in a legal proceeding and there is a court order for the release of records, or when a release is otherwise required by law.

### **Financial Policy**

**Payment for Services: YOU ARE ALWAYS RESPONSIBLE FOR YOUR BILL.** There are payment options available: Insurance, check, cash, or credit card. In most cases, FSBPA will be able to bill your insurance company directly. *However, this is a service we provide for you and it carries no guarantee of third-party coverage.*

### **Fees & Explanation of Some Procedures:**

Individual Therapy Intake: (\$350 per session) This session will focus on diagnostic assessment.

Individual Psychotherapy: (\$150 for 45-minute session)

Assessment/Testing: Includes the materials used for the assessment and the costs of scoring. (\$175 - \$275 per hour). Estimates will be provided prior to the evaluation.

Gifted Evaluations: (\$450) These are not covered by insurance.

Forensic Evaluations: Estimates will be provided prior to the evaluation.

**Insurance:** Most insurance does not cover 100%; therefore, full payment (or co-payment if covered by insurance and the deductible has been satisfied) is expected at the beginning of the hour of the Date of Service (DOS). If you elect to have us bill your insurance company, you will have 90 days from the DOS to pay the balance in full, regardless of whether or not your insurance company has responded (most insurance companies reimburse within 60 days of billing). Deductibles that are not met require payment in full on the DOS. Insurance requires a medical diagnosis for each procedure—your plan may exclude certain diagnoses and, if so, you will be responsible for charges. We will do what we can to assist you with this, but ultimately, it is your responsibility.

**Insurance Confidentiality Limits:** When insurance is used for therapy services, you should be aware of the limits of confidentiality. Typically, insurance companies only require the following information: length of illness, psychiatric diagnoses, dates of services, and the names of the persons being treated. More and more managed care companies require additional information such as family abuse history; alcohol and drug history; treatment goals/interventions; the details of the treatment sessions; and on some occasions, treatment notes. In addition, providers are now required to sign waivers that allow the payers to audit client records. What this means is, if you utilize your insurance benefits for therapy services, you may not have the extent of confidentiality you would otherwise expect.

**Cancellations:** 24-hour notice must be given to cancel an appointment without charge. *Note this does not include holidays. In the event of a late cancellation (less than 24 hours' notice) or a missed appointment, you may be charged a fee of \$75.* This is standard practice and is intended

to preserve the time for those who may need it. The only exception to this policy are if the schools in your area are closed or Monongalia County schools district are closed; or if the client is hospitalized for any medical reason. Insurance companies do not pay for failed or late cancel or missed appointment fees. Client is required to pay this fee prior to or at the client's next scheduled appointment.

### **Contacting FSBPA**

We are usually in the office Monday—Thursday between 8 AM and 4 PM, and Friday 8AM to 12PM. The telephone will be answered by our office staff or an answering service. We 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 provide some times when you will be available. There is an on-call staff member available after hours who can try to reach your clinician. Call the office phone and when prompted push 1 to be connected to the on-call staff member.

In some emergencies, you might need more immediate help and cannot wait for us to return your call. These emergencies might involve:

- Suicidal thoughts of yours or family member
- Thoughts of hurting family members or others
- Other dangerous behavior by yourself or a family member

If an emergency like these, or other crises occur when we are not immediately available, you should contact one of the following 24-hour emergency lines:

- Valley Health Center in Morgantown: 304-296-1731
- Valley Health Center in Fairmont: 304-366-7174
- Chestnut Ridge Hospital Helpline: 1-800-458-4898
- Rape and Domestic Violence Information Center: 304-292-5100
- Suicide Hotline: 1-800-273-8255 (TALK)

When you call these 24-hour emergency lines, tell them you are a client of FSBPA and that your therapist is unavailable at the time. Tell them the nature of the emergency so that they can determine how to advise you. The counselors working on these emergency lines will assist you with the crisis over the phone and/or might schedule an emergency appointment. They might also suggest you go to the emergency room at **Ruby Memorial Hospital, Monongalia General Hospital**, or some other facility so that someone can see you personally to offer help during non-business hours. When we have been informed of the emergency, we will discuss the crisis with the agencies you contacted, if you signed releases for me to do so.

### **Client Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; a copy of your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this

Agreement, the attached Notice form, and privacy policies and procedures. We are happy to discuss any of these rights with you.

### **Minors & Parents**

If a child requests it and we believe that the child is sufficiently mature to make an independent decision about treatment, that child may have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment, especially with younger children.

Therefore, it is our policy not to provide treatment to a child under 14 unless he/she agrees that we can share whatever information we consider necessary with his/her parents. For children 14 and over, who are entitled to independently consent to treatment, it is our policy to request an agreement between the client and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. We may, if requested, provide parents with a summary of their child's treatment when it is complete.

Communication will require the child's authorization, unless we feel the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

### **Social Media Policy<sup>1</sup>**

The following outlines office policies related to the use of Social Media. Please read it to understand how we use the Internet as a mental health professional and how you can expect us to respond to various interactions that may occur between us on the Internet.

**Friending:** We do not accept or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.) based on APA recommendation. We 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.

**Interacting:** Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact us. These sites are not secure, and we may not read these messages in a timely fashion.

**Use of Search Engines:** It is NOT a regular part of our practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If we have a reason to suspect that you are in danger and you have not been in touch with us via our usual means (coming to appointments, phone, or email) this 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 a part of ensuring your welfare. These are unusual situations and if we even resort to such means, we will fully document it and discuss it with you when we next meet.

**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. We do not place our 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 our office on a weekly basis. Please be aware of this risk if you are intentionally “checking in,” from our office or if you have a passive LBS app enabled on your phone.

**Live Video Online Sessions:** You and your counselor may decide to do sessions live over the internet. While we will attempt to try to use reasonable means to protect and encrypt conversations and records of treatment, when doing therapy by Internet or other electronic means, such encryption cannot be fully guaranteed. Sometimes internet connections will be disrupted. You and your counselor should discuss how you will handle these potential events. We use a HIPAA compliant platform, Theranest. **Please see our Telemental Health Consent form for more detailed information.**

**Email:** The use of email that is not encrypted does not protect your privacy. We prefer using email only to arrange or modify appointments, if necessary. Never email us content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with us by email, be aware that all emails are retained in the logs of 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 any emails we receive from you and any response that we send you become part of your legal record.

If you have any questions or concerns about any of these policies and procedures regarding our potential interaction on the Internet, please bring them to our attention so that we can discuss them.

1. Reproduced with permission of Keely Kolmes, Psy. D.—Social Media Policy—4/26/10

The above information is for your reference and does not need to be turned into the office prior to your appointment. Please print and sign the following and bring it with you to your appointment.

**FSBPA  
Client Consent**

**I have read and agree with the information outlined in the Informed Consent (1.05.23) regarding my use of FSBPA Services. I hereby give my consent to authorize FSBPA to evaluate, treat, and/or refer me to others as needed. I have had the opportunity to discuss any questions regarding the above information.**

PRINTED NAME:

\_\_\_\_\_

First	Middle	Last
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian signature (if appropriate): \_\_\_\_\_ Date: \_\_\_\_\_

- I have been provided with and read this Informed Consent
- I have reviewed the HIPAA (Health Insurance Portability and Accountability Act) to the extent I wanted.