

Informed Consent and Practice Policies

Welcome to Evernorth Behavioral Care Group (“EBCG”). This document contains important information about our policies and professional services. Please read it carefully and discuss any questions you have with your provider.

Patient name: _____ DOB: _____

Our providers are affiliated with one or more of the following EBCG professional entities: Evernorth Behavioral Care Group of California, P.C. (CA); Evernorth Behavioral Care Group, P.A. (FL); Evernorth Behavioral Care Group of New Jersey, P.C. (NJ); Evernorth Behavioral Care Group of New York Psychiatry (NY) (collectively, “**EBCG Professional Entities**”). In this document, the terms “**we**,” “**us**,” or “**our**” refers to the EBCG Professional Entities and EBCG. The terms “**you**” and “**yours**” refer to the individual(s) receiving the services from our providers.

Our [Notice of Privacy Practices](#), the policies in this document, as well as applicable federal and state laws, apply to both in-office and teletherapy services, regardless of modality.

By signing this document, you, or the person authorized to act for you, affirm your agreement to the policies contained in this document and your consent to receive the professional services. Your consent to treatment is valid until your patient relationship with EBCG is terminated.

Psychotherapy Services

Psychotherapy, often called talk therapy, is a form of treatment that can be helpful to individuals. There are many different definitions and philosophies of psychotherapy, and each of our providers will offer their own unique approach to treatment in unison with your goals, desires, and preferences. Therapy is offered as individual therapy and relationship therapy for couples or for adult family members.

Therapy has both benefits and risks. Benefits can include improved mood, improved relationships, and resolution of specific problems. However, therapy is not guaranteed to work for everybody. Therapy may also require exploring unpleasant aspects of your life and can, at times, lead to feelings of distress (e.g.,

guilt, anxiety, frustration, etc.) or a temporary increase in symptoms. These unpleasant aspects are generally temporary but are important to discuss with your provider. Your course of treatment will be individualized depending on the intensity and duration of your presenting concerns, your level of engagement and active participation in the treatment plan, and the specific nature of your concerns. If you have questions about any of the treatments used during your therapy, their possible risks, alternative treatments, your provider’s credentials, or about the treatment plan in general, please ask your provider at any time. You may withdraw from treatment at any time.

However, it is recommended that you discuss your plan to end treatment with your provider before acting, so that they have an opportunity to offer further recommendations or referral options.

If at any point your provider assesses that the sessions are not effective in helping you reach your goals, they will discuss this with you and, if appropriate, end treatment and offer referrals that may be of help to you.

If you commit violence to, verbally or physically threaten or harass your provider, the provider's colleagues or family, EBCG or anyone affiliated with EBCG, your provider reserves the right to terminate your treatment unilaterally and immediately. Failure or refusal to pay for services after a reasonable time is another condition for termination of services.

Confidentiality

Your privacy is important. In general, the privacy of all communications between a patient and a provider is protected by law, and providers can only release information about their work with a patient with the patient's written permission. But there are a few exceptions.

In certain circumstances, your provider is required by law to inform legal authorities, or potentially impacted individuals, regarding the following situations:

- + If there is suspected abuse or neglect of an elder, incapacitated, or dependent adult, or child.
- + If, in your provider's judgment, you are in danger of harming yourself or another person, or are unable to care for yourself.
- + If you communicate to your provider a serious threat of physical violence against another person.

Additional limits to confidentiality include:

- + If your provider is ordered by a court to release information as part of a legal proceeding, your provider may be required to share details of your care.

- + Your provider may, on occasion, 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 your provider reasonably believes you are experiencing a psychiatric emergency, they may request a welfare check or contact your emergency contact.
- + As otherwise required by law and/or detailed in our [Notice of Privacy Practices](#).

It is important that you know that your provider adheres to a “no-secrets” policy for relationship therapy. Your provider will review this policy with you during your initial session. If you have any questions about the “no secrets” policy, please ask your provider at any time.

- + No one is permitted to record a session.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you raise to your provider any questions or concerns that you may have.

Attendance and Cancellation

Consistency is essential for the overall progress and effectiveness of therapy. Please be on time for your scheduled appointment. Appointments must be canceled or rescheduled at least 24 hours in advance of the session to avoid any charges. You will be considered a no-show if you are more than 15 minutes late to your scheduled appointment. **To reschedule or cancel an appointment, please contact ebcg-support@findoctave.com.**

If you cancel with less than 24 hours' notice or miss your scheduled appointment, you will be charged a cancellation fee. The cancellation fee is not eligible for insurance reimbursement.

Your provider is often not immediately available by telephone. If you need to contact your provider between sessions for **non-urgent issues, please contact ebcg-support@findoctave.com**.

Billing and Payments

We require payment at the time of service. This includes your copay, coinsurance, or deductible. This consent authorizes us to charge your credit card on file for services rendered and to send billing claims to your insurance company, health plan, or a third-party administrator for reimbursement.

We may update our fees as needed, or at the start of each calendar year. Fees are subject to change with 30-days written notice at any time.

If you have any questions, please reach contact ebcg-support@findoctave.com.

Teletherapy

The services may be provided to you in-person or through teletherapy technologies, as deemed clinically appropriate. This consent provides you with important information about teletherapy. By signing this consent, you agree to participate in teletherapy and receive the services from your provider via synchronous and/or asynchronous technologies, as appropriate.

Teletherapy is the provision of psychotherapy services provided digitally, typically via secure video conference but in some circumstances via telephone. Teletherapy offers an effective option for continuity of care when in-person services are not possible or not preferred. Of course, you are not required to receive services via teletherapy and may withdraw your consent at any time.

Your provider will be licensed in the state where you are located when the services are provided, or otherwise meet a professional licensure

exception under applicable state law, and will establish a provider-patient relationship in accordance with the laws and rules in the applicable state. Please let your provider know if you will be traveling to another state or if you move to another state. In some cases, providers may not be able to provide services to you while you are located in another state, even temporarily.

The benefits of teletherapy are:

- + Easier access to care and continuity of care.
- + Convenience of meeting from your desired location (restrictions may apply based on federal, state, or local laws).

The potential risks of teletherapy are:

- + Interruptions, background noise, or technical difficulties.
- + Unauthorized access to your health information if you are not in a private room or location.
- + In the event of a crisis during session, your provider will not be in the same location as you.

In the event you are unable to communicate with your provider due to a technological or equipment failure, please contact **please contact ebcg-support@findoctave.com**.

It may be also useful during the course of treatment to communicate by email, text message, or other electronic methods of communication. By signing this consent, you agree to receive periodic electronic communications (e.g., email, call, or text) from us about the services you have received or will receive.

You may opt out at any time. Although your provider will make reasonable efforts to protect the privacy and security of all electronic communication with you, including teletherapy, we cannot guarantee confidentiality when communications are made through these channels.

Death or Incapacity of Provider

If your provider is incapacitated or dies, it will be necessary for another provider to take possession of your file and records. By signing below, you consent to allow another licensed professional whom your provider or EBCG designates to take possession of your file and records, provide you with copies upon request, or to deliver them to a provider of your choice.

Research, Writing, Teaching

Your provider and others at EBCG conduct internal research and training, or publish information for professional and/or lay audiences. De-identified information about you and your treatment may be used to support these initiatives. Any use of information about your treatment would be only in an anonymized and/or de-identified way for these purposes.

Emergencies

IF YOU ARE IN A STATE OF CRISIS OR EMERGENCY, PLEASE DIAL 911 OR GO TO THE LOCAL EMERGENCY ROOM. IN THE EVENT YOU ARE EXPERIENCING EMOTIONAL DISTRESS, PLEASE CALL OR TEXT 988, THE SUICIDE AND CRISIS LIFELINE

Minors

You must be at least 18 years old to receive the services. We do not provide treatment to individuals under the age of 18.

If you have any questions or concerns regarding this document, please speak to your provider or contact ebcg-support@findoctave.com.

Additional State Disclosures

Depending on the state where you reside, we may provide additional information to you. These additional disclosures and consents are incorporated into this document.

Alaska — *for all Alaska patients* —

Patients in Alaska understand that your primary care provider may obtain a copy of your records of your telehealth encounter. This document is intended to provide you with all of the information is required by the Alaska Board of Professional Counselors which regulates all licensed professional counselors. You may contact the board with any questions or concerns online at <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing/ProfessionalCounselors/>, or by calling (907) 465-2551.

Arizona — *for all Arizona patients* —

All medical reports resulting from a telehealth consultation are part of your medical record as defined in A.R.S. § 12-2291. Dissemination of any images or information identifiable to you for research or educational purposes shall not occur without your consent, unless authorized by state or federal law.

California — *for all California patients* —

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.0.

Connecticut — *for all Connecticut patients* —

You understand that each telehealth provider shall, at the time of the initial telehealth interaction, ask you whether you consent to that provider's disclosure of records concerning the telehealth interaction to your primary care provider. You further understand that your primary care provider may obtain a copy of your records of your telehealth encounter, upon your consent. Conn. Gen. Stat. Ann. § 19a-906(d).

District of Columbia — *for all D.C. patients* — You have been informed of alternate forms of communication between you and a physician for urgent matters. D.C. Mun. Regs. tit. 17, § 4618.10. Relevant communications with the physician, including those done via electronic methods shall be documented and filed in your medical record. D.C. Mun. Regs. tit. 17, § 4618.9.

Indiana — *for all Indiana patients* — Patients located in Indiana are hereby notified that telehealth providers are required to clearly disclose the process for registering complaints. If you wish to file a complaint regarding your telehealth services, you may submit a complaint to the Consumer Protection Division of the Office of the Indiana Attorney General. Information on how to file a complaint is available at <https://www.in.gov/attorneygeneral/consumer-protection-division/> or by calling 1-800-382-5516.

— *for Indiana Medicaid patients* — You have the right to choose between an in-person visit or telehealth visit.

Maine — *for all Maine patients* — Patients located in Maine may file a formal complaint regarding a telehealth provider with a board agency. Complaint instructions and forms for mental health providers are available at <https://www.maine.gov/pfr/professionallicensing/home/file-a-complaint> or by calling (207)-624-8660.

New Jersey — *for all New Jersey patients* — You acknowledge that the telehealth encounter may be with a health care provider who is not a physician. You may specifically request that the telehealth encounter be scheduled with a physician and if you request that the telehealth encounter be with a physician, the encounter shall be scheduled with a physician. You have the right to request a copy of your medical information and you understand your medical information may be forwarded directly to your primary care provider or health care provider of record, or upon your request, to other health care providers.

Rhode Island — *for all Rhode Island patients* — Patients located in Rhode Island are hereby notified that if you use e-mail or text-based technology to communicate with your provider, then you understand the types of transmissions that will be permitted and the circumstances when alternate forms of communication or office visits should be utilized. You have also discussed security measures, such as encryption of data, password protected screen savers and data files, or utilization of other reliable authentication techniques, as well as potential risks to privacy. You acknowledge that your failure to comply with this agreement may result in the telehealth provider terminating the relationship.

Tennessee — *for all Tennessee patients* — The information you share in psychotherapy is protected health information and is generally considered confidential by both Tennessee state law and federal regulations, with some limited exceptions (e.g., may be shared with another healthcare provider, required by subpoena).

Your mental health provider may also disclose information without consent:

- + (1) if disclosure is necessary for other duties that the mental health provider is bound by,
- + (2) if it is necessary to assure service or care is the least drastic means,
- + (3) due to a court order,
- + (4) if it is solely information to a residential service recipient,
- + (5) to facilitate continuity of service to another health care provider,
- + (6) if a custodial agent for another state agency that has legal custody of the service cannot perform the agent's duties, or
- + (7) it is necessary for the preparation of a post-mortem examination. Tenn. Code Ann. § 33-3-105.

Texas — *for all Texas patients* — Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at <https://www.tmb.state.tx.us>.

Vermont — *for all Vermont patients* — Patients located in Vermont understand that you have the right to receive a consult with a distant-site provider and will receive one upon request immediately or within a reasonable time after the results of the initial consult. You understand that receiving telehealth services via store-and-forward technologies does not preclude you from receiving real-time telemedicine or face-to-face services with the distant provider at a future date.

You have been provided with statutory definitions of unprofessional conduct for psychologists and social workers (26 V.S.A. § 3016 and 3 V.S.A. § 129a).

The Vermont Board of Allied Mental Health Practitioners oversees all licensed mental health providers. Patients located in Vermont may make a consumer inquiry or file a complaint regarding a licensed mental health professional may do so by calling the Office of Professional Regulation at (802) 828-1505 or by writing to the Director of the Office, Secretary of State's Office, 89 Main Street, 3rd Floor, Montpelier, VT 05620-3402.

AVISO SOBRE LAS QUEJAS

Las quejas sobre resent, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de resent, practicantes de acupuntura y asistentes de cirugía, se pueden resenter en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para resenter una queja, llame al: **1-800-201-9353**, Para obtener más información, visite nuestro sitio web en <https://www.tmb.state.tx.us>.

