

# Toby Beach<sub>LMSW, PLLC</sub>

300 East Maple Ste. 315 Birmingham, MI 48009 | 248-885-0888 | beach.toby@gmail.com

---

## INFORMED CONSENT

Your signature below evidences your decision to receive psychotherapy services from Toby Beach, LMSW, PLLC. You authorize Toby Beach, LMSW, PLLC to work with your other healthcare providers on your behalf. As a client of Toby Beach, LMSW, PLLC you have several rights and responsibilities.

### Your rights:

- You will be treated with respect.
- Your information will be kept confidential (with exceptions as mandated and permitted by law).
- You will be provided with professional recommendations regarding the course of treatment. • You will be asked to collaborate in developing your treatment plan.
- You will be informed of any major changes to your treatment plan and as such, if an alternate course of treatment is recommended.
- Any reasonable concerns will be addressed in a reasonable and timely manner.

### Your responsibilities:

- You will be asked to be as open and forthcoming as possible.
- You will be asked to share any concerns, worries, or complaints directly with your therapist to help facilitate the problem-solving process.
- You will be asked to make timely payments.
- You will be asked to make your treatment a top priority. This includes providing adequate notice for canceled appointments.

**Notice of Privacy Practices:** Your signature below evidences that you have received Toby Beach, LMSW, PLLC's Notice of Privacy Practices.

**Emergency Contact Person:** Your signature below evidences your agreement that if you have designated an emergency contact person on any Toby Beach, LMSW, PLLC documentation, you consent and agree that such emergency contact person is involved in your care and that Toby Beach, LMSW, PLLC and its staff may communicate with your designated emergency contact person to discuss your care, treatment, and payments in compliance with applicable laws.

Your signature below further evidences that you are aware and agree that your decision to designate an emergency contact person is optional and that treatment will not be withheld by or conditioned upon your designation of an emergency contact person. Your signature below evidences your acknowledgment that regardless of whether you choose to designate an emergency contact person, Toby Beach, LMSW, PLLC

and its staff may make certain disclosures pertaining to your information, care, treatment, and payment if such disclosures are permitted or required by applicable laws. You understand that you may change or revoke the emergency contact person that you designate (if any) in writing and that your revocation will not be effective for actions already taken by Toby Beach, LMSW, PLLC, or that are in progress and will only be prospectively effective.

**Email and Mobile Phone Communications:** By providing Toby Beach, LMSW, PLLC with your email and phone number(s), you acknowledge your email address and phone number(s) are personal to you and **you authorize Toby Beach, LMSW, PLLC to communicate with you via email and mobile phone** regarding your “protected health information” (PHI) as that term is defined in HIPAA.

Any changes to your email address and phone number(s) must be promptly provided to Toby Beach, LMSW, PLLC in writing. You further acknowledge that communications with Toby Beach, LMSW, PLLC, and its staff via email or mobile phone are not secure, encrypted, or confidential methods of communication. As such, you expressly waive Toby Beach, LMSW, PLLC’s obligation to guarantee security and confidentiality with respect to email correspondence and mobile phone communications.

You agree that email is not an appropriate means of communication regarding an emergency or other time-sensitive issues or for communications regarding sensitive information. If you do not receive a timely response from Toby Beach, LMSW, PLLC to an email message you send, you agree to use another means of communication to contact Toby Beach, LMSW, PLLC. Neither Toby Beach, LMSW, PLLC nor its staff will be liable to you for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you, technical failures, interception of emails by a third party, or your failure to comply with the above guidelines regarding email communications.

**Telehealth Services:** In Michigan, healthcare providers may use telecommunication technologies to provide long-distance clinical health care services. By signing this Consent, you agree to the following:

- During telehealth sessions, you will be in a quiet and protected space which will allow for private discussions. If during the course of a session a protected space is no longer available, you will immediately notify Toby Beach, LMSW the session will be rescheduled or postponed until the protected space can be re-established.
- During our session time, no one else will be present in the room (unless indicated to Toby Beach, LMSW, and discussed prior to session).
- No phone calls, texts, emails, or web surfing will occur during telehealth sessions. Your mobile phone and other electronic devices will be off during the telehealth session, other than the device used for the telehealth session.
- If during the session there is a loss of connection, the therapist will initiate the callback. • The session and the chat will not be recorded nor will screenshots be taken unless expressly discussed prior to the session and in keeping with clinical goals in mind.
- I commit to not driving during telehealth sessions.

You understand that this consent is effective on the date signed below and that you may revoke this consent in writing. Your revocation will not be effective for actions already taken by Toby Beach, LMSW, PLLC, or its staff or actions that are in progress and will only be prospectively effective.

By signing below, I indicate that I have read this Informed Consent Agreement, have had my questions answered, had the opportunity to read the Notice of Privacy Practices, and as applicable, am authorized to act on behalf of the Client.

\_\_\_\_\_  
Client Name (Printed)

\_\_\_\_\_  
Client Signature (or Parent, Guardian, etc., if  
Client is Under 18 years of age)

\_\_\_\_\_  
Date

\_\_\_\_\_  
If Signing on Behalf of Client, State Relationship to Client