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Disclosure Statement and Confidentiality Agreement

This document is intended to provide you with information about my qualifications, my perspective on therapy, your rights regarding confidentiality and privacy, and information regarding fees. Please read it thoroughly before signing. Should you have any questions that aren't answered in the course of reading this document, feel free to ask me and I'll do my best to answer your questions satisfactorily.

Qualifications

I am a Licensed Professional Counselor licensed by the state of Texas (license #75122). I hold a M.S. in Counseling Psychology earned at Tarleton State University in 2015. I've been in practice since 2015 and have experience working with groups and individuals for a variety of conditions and life difficulties, including depression, anxiety, life transition difficulties, alcohol abuse, and relationship issues. My primary therapeutic method is person-centered therapy, though I draw from other types of therapy and related techniques, including motivational interviewing, cognitive-behavioral therapy, interpersonal therapy, reminiscence therapy, solution-focused brief therapy, and mindful self-compassion.

My Therapeutic Philosophy

My Role

My role in the therapeutic relationship is to help you better yourself, understand yourself, gain greater awareness of your responsibilities and qualities, and develop as an individual. I believe that you're a better expert on your own life than I could ever hope to be and I believe that you have the tools and capabilities to better yourself and solve problems that you have control over. As such, rather than prescribe advice, I intend to offer you an environment where you can safely explore your beliefs, your emotions, and your own understanding of your life. Therapy is a collaborative effort between client and therapist, so though I may offer suggestions or goals, it's ultimately up to you to decide what the focus of therapy will be, what your goals will be, and how you will reach those goals.

Potential Risks and Benefits

Engaging in counseling brings with it potential risks and benefits and I encourage you to fully consider this when choosing to agree to working with me. Because therapy explores areas of your life that may be difficult to face, it's likely that at times during therapy you'll experience unpleasant feelings, such as sadness, frustration, guilt, or anger. This is normal, and is often outweighed by benefits, such as reduced feelings of distress, improvements in relating to others, and resolution of problems. It's not uncommon for symptoms to worsen before improving. Though many people experience positive results as a result of

therapy, *I cannot guarantee positive outcomes.* I can, however, give my word that I'll do my genuine best to help you benefit from our time working together.

I will do my best to treat you respectfully according to accepted ethical practices. Our meetings and therapeutic relationship will remain professional during therapy and we will spend our time focused on your concerns. We will not develop a social or business relationship during the therapeutic relationship or after therapeutic contact ceases.

Diagnosis
As is discussed below, I do not accept insurance. As a result, I am not required to diagnose you to pursue treatment. However, I may do so. It's up to you to decide whether or not you'd like to know your diagnosis. Some people may feel relieved when they've been given a diagnosis, as it can help them better understand their experience and give them a place from which to work more effectively. Others may not benefit from knowing their diagnosis, as they may feel limited by their diagnosis and unintentionally limit their perspective or behavior as a result. Again, it's your choice whether or not you choose to know the diagnosis I may record for you.

Confidentiality

Under most circumstances, what we discuss in therapy will be kept confidential. The following are legal exceptions to your right to confidentiality and I may be required to break confidentiality in the following circumstances:

1. If I have reason to believe that you may seriously harm yourself or another person, I may contact the police or medical services to ensure the safety of yourself or others.
2. If I have good reason to believe that you are abusing, neglecting, or exploiting a child, disabled adult, or elderly adult, or if I receive information during the course of therapy of such circumstances, I **must** inform Child Protective Services and/or Adult Protective Services.
3. If a court of law subpoenas your record, I will provide specific requested information as required by the court.

When possible, I will inform you of my intent to report information under the aforementioned circumstances, though I am not legally required to inform you. Though the aforementioned circumstances are the primary reasons I may need to break confidentiality, additional circumstances exist as can be found in Texas Health and Safety Code, Chapter 611. Further, should you file a complaint with the state licensing board against my license, I am within my rights to disclose information from your case in defense of my license.

If I wish to involve any additional healthcare providers in your treatment (i.e. consultation), I will not do so without your knowledge, consent, and written permission to release information to other providers, except for in the aforementioned circumstance where I feel you may be a risk to yourself or others.

Teletherapy

I do offer teletherapy as an option for appointments. I use the website Doxy.me for teletherapy appointments. This website is free to you, doesn't require you to create an account or download any apps, and is HIPAA

and HITECH secure.

Fees

I am not contracted with any insurance companies and as such do not accept insurance. My standard fee is $100.00 for a 50-minute session, but I do offer a limited sliding scale on request. Payment for each session is due at the time of the session unless other arrangements are made with me. Cash, check, and debit/credit card are acceptable forms of payment.

Please allow 24 hours' notice if you decide to cancel a session so that I have time to adjust my schedule accordingly. Although I will take into consideration personal emergencies and extenuating circumstances (e.g. icy roads, extreme weather), regular session fees will still be charged for appointments missed without 24 hours' cancellation notice or cancelled less than 24 hours in advance. You are allowed one 'freebie' missed appointment per year: the first time that you miss an appointment without cancelling in advance, I'll waive the usual missed appointment fee. Should short-notice cancellations or missed appointments become frequent, I have the right to terminate therapeutic contact. I will discuss such frequent cancellations with you before cancelling services, however. After three missed appointments in less than six months, I will terminate our therapeutic relationship.

Court Testimony/Subpoena

Acting as an expert witness or providing testimonial services are not areas of expertise for me. I therefore do not agree to serve as an expert witness or provide testimony for you or anybody connected to you, and you agree to not seek such services from me. If you are seeking therapy for reasons related to courts or legal cases, I can refer you to more appropriate therapists. Should you or your attorney subpoena me or your client file or otherwise involve me in court-related proceedings, you agree to pay my regular professional fees for preparation time, travel, time spent in testimony, deposition, and any wait time related to court-related processes.

Scheduling and Contact between Sessions

I use a website called Therapy Appointment (www.schedule.care) to schedule appointments, keep notes, and communicate with clients between sessions. Therapy Appointment is a HIPAA and HITECH secure site and transactions on it are secure. Though I am happy to facilitate, you will be responsible for setting and keeping your appointments. If you need to contact me between sessions, Therapy Appointment has a message function that will allow you to privately and securely message me and for me to privately respond. **This is my preferred method of communication due to the security provided.** I will do my best to respond to messages within one business day (this does not include weekends, holidays, or any days that I am otherwise on vacation or out of the office).
I take reasonable measures to ensure that all utilized forms of communication, including my email, business phone, teletherapy program, and Therapy Appointment site are HIPAA secure to preserve your privacy, but I cannot guarantee complete confidentiality through these means of communication. **MY EMAIL AND THE THERAPY APPOINTMENT MESSAGING SYSTEM SHOULD NOT BE USED IN THE EVENT OF AN EMERGENCY. IF YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911. IF YOU ARE IN**

EMOTIONAL CRISIS, CALL THE NATIONAL SUICIDE PREVENTION LIFELINE (1-800-273-8255).

Ending Therapy

One of your rights as a client is to terminate therapy at any time with or without prior notice to me. There are exceptions when I may terminate therapy, mainly:

- If I believe that I don't possess the skillset or knowledge necessary to facilitate therapy, I may terminate therapy and offer you referrals.
- If cancellations or missed appointments become frequent, I may terminate therapy and offer you referrals.
- If you become verbally or physically aggressive towards me or otherwise harass or threaten me, I have the right to terminate therapy and offer you referrals.
- If I feel that I'm unable to be helpful to you any longer, I may terminate therapy and offer referrals.

If six months have elapsed without any contact between us, I will consider the therapeutic relationship terminated and close your file.

Complaints

Should you have any complaints or concerns regarding our working relationship, I encourage you to speak to me to reach a mutually acceptable resolution; however, you are not required to do so. The practice of licensed counselors is regulated by the Texas State Board of Examiners of Professional Counselors. If you have concerns about our counseling relationship or wish to file a formal complaint, you may reach out to the aforementioned agency. The contact information for this agency is: TX BHEC TSBEPC, Attn: Enforcement Division, 333 Guadalupe, Ste. 3-900 Austin, TX 78701. email: enforcement@bhec.texas.gov (512) 305-7700 Should you file a complaint, I will not take any retaliatory actions toward you.

____ By initialing, I agree to pay the mutually agreed upon fee of $_____ per session, including missed appointments, and authorize my credit card information to be recorded to be charged in the event of missed appointments.

I agree that I have received and read the disclosure statement in full. My signature indicates that I have read and understand this statement and that my questions have been answered to my satisfaction. By signing this document, I acknowledge that I'm entering the therapeutic relationship voluntarily.

____

Client Signature Date

____

Client Full Printed Name

<u>NOTICE OF PRIVACY PRACTICES</u>

<u>Notice of Policies and Practices To Protect the Privacy of Your Health Information</u>

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

<u>I. Uses and Disclosures for Treatment, Payment, and Health Care Operations</u>

I may use or disclose your *protected health information (PHI),* for *treatment, payment, and health care operations* purposes with your *consent.* To help clarify these terms, here are some definitions:

• *"PHI"* refers to information in your health record that could identify you.

• *"Treatment, Payment and Health* Care Operations"

-*Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.

-*Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

-*Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

• *"Use"* applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

• *"Disclosure"* applies to activities outside of my office such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An *"authorization" is* written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information; I will also need to obtain an authorization before releasing your psychotherapy notes. ***'Psychotherapy notes"*** are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical

record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

• **Child Abuse:** If I have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, I must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.

• **Adult and Domestic Abuse:** If I have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, I must immediately report such to the Department of Protective and Regulatory Services.

• **Health Oversight:** If a complaint is filed against me with the State Board of Examiners of Licensed Professional Counselors, they have the authority to subpoena confidential mental health information from me relevant to that complaint.

• **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information without written authorization from you, your personal or legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

• **Serious Threat to Health or Safety:** If I determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, I may disclose relevant confidential mental health information to medical or law enforcement personnel.

• **Worker's Compensation:** If you file a worker's compensation claim, I may disclose records relating to your diagnosis and treatment to your employer's insurance carrier.

IV. What Rights You Have Regarding Your PHI:

A. **The Right to See and Get Copies of Your PHI**. In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing and pay a $25 charge for copy and preparation expenses on files 35 pages or less. Copy costs for files longer than 35 pages will be $25 plus $.50 per page over the 35th page. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 15 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed. I may see fit to provide you

with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance. I may provide you with a synopsis of the course of treatment and outcome in lieu of the entire treatment record, charging a preparation fee based on time needed to prepare the synopsis.

B. **The Right to Request Limits on Uses and Disclosures of Your PHI**. You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

C. **The Right to Choose How I Send Your PHI to You**. It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

D. **The Right to Get a List of the Disclosures I Have Made**. You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years. I will respond to your request for an accounting of disclosures within 15 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each
additional request.

E. **The Right to Amend Your PHI**. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future Page 3 of 3 Notice of Privacy Practices disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

F. **The Right to Get This Notice by Email**. You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

MY RESPONSIBILITIES

- I am required by law to maintain the privacy and security of your PHI.
- I will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- I must follow the duties and privacy practices described in this notice and give you a copy of it. If I revise

my policies and procedures, I will provide the amended form to current clients at their next scheduled appointment or for inactive clients by mail or email within 15 days of receiving a written request for the document.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me.

If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to me. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date of this Notice

This notice went into effect on September 23, 2013.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by your next scheduled appointment if you are a current client or, for inactive clients, by mail within 15 days of receiving a written request for the document.

ELECTRONIC COMMUNICATION POLICY

In the Therapy Appointment scheduling system, you have the option to receive appointment reminders which are considered PHI and are HIPAA secure via text or email. If you choose to utilize this service, you are waiving your right to keep appointment information completely private. Therapy Appointment itself is a fully HIPAA and HITECH secure site and transactions on it are secure—this is my preferred method of electronic communication. I do not text or connect with clients on social media and any other email addresses I might have cannot be guaranteed as fully secure. If you choose to communicate through standard non-encrypted email, you are indicating that you accept any risk to confidentiality and give permission to respond via standard non-encrypted email.

ACKNOWLEDGEMENT OF REVIEW OF PRIVATE PRACTICES NOTICE

I acknowledge that I have been given this office's Notice of Privacy Practices which explains how my medical information will be used and disclosed. I understand that this acknowledgement will be kept in my medical record for the purpose of providing treatment, pursuing payment, or other routine health care operation.

____

Printed Name Signature Date