## **<u>Client Disclosure Statement</u>**—Information, Policies, and Consent

You have taken your first step. You are here. For whatever reason, you have chosen to seek changes in your life. I am delighted that you have chosen me to walk this path with you. Please take a moment to thoroughly read and understand the following important information. It is vital that from the onset of our relationship, we have a mutual understanding of our roles and are in agreement with how therapy is to proceed.

When becoming a therapy client, you are entitled to certain rights as defined by NC Law and Rules. As a Client, you have the right to:

- 1. Be fully informed of your rights prior to treatment.
- 2. Be treated with respect and dignity, especially in regard to age, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status or socioeconomic status.
- 3. Understand the guidelines that a therapist must abide by, such as the rules governing therapy and the Professional Code of Ethics; understand how confidentiality, privacy and disclosure of information are handled; understand the limits to confidentiality.
- 4. Understand HIPAA and privacy notice forms.
- 5. Ask questions at any point in time regarding the therapist's experience and training, office procedures and policies, and financial structure/fees/payment and non-payment policies.
- 6. Receive necessary treatment; have input on your treatment, including goals, techniques, and procedures; have any therapy procedure or method to be used explained to you prior to its use; refuse any test, evaluation, or therapy of any kind. Understand the limits, potential risks and benefits of therapy services.
- 7. Discuss your therapy with anyone you choose.
- 8. Terminate therapy at any time.
- 9. Request a copy of your records be sent to any person/entity you so choose, with the proper release of information forms completed and signed by you.
- 10. Obtain a consumer advocate; contact and consult with legal counsel if necessary; consult with physician or other healthcare professional of your choice.

### **Complaint Procedures**

You may file a complaint against my privacy practices if you feel your rights have been violated as described in the above notice. Please notify me immediately in writing of the details of the violation. If your complaint cannot be resolved between us, you may contact:

## North Carolina Board of Licensed Clinical Mental Health Counselors P.O. Box 77819 Greensboro, NC 27417 Phone: 844-622-3572 or 336-217-6007 Fax: 336-217-9450 E-mail: Complaints@ncblcmhc.org

You may also contact Disability Rights North Carolina; the statewide agency designated under Federal and State law to protect and advocate the rights of persons with disabilities.

DisabilityRightsNC.org Toll-Free: 877-235-4210 Phone: 919-856-2195 3724 National Drive, Suite 100 Raleigh, NC 27612

## **Professional Background**

I graduated from Appalachian State University with a Master of Arts Degree in Human Development and Psychological Counseling in 1994. I am a Nationally Certified Counselor (Certificate # 37711) and a Licensed Clinical Mental Health Counselor (License # 4196). I was also previously a school counselor in the North Carolina School System for 10 years. At any time, you are welcome to ask to see my qualifications. I adhere to the Code of Ethics and Standards of Practice of the American Counseling Association and the North Carolina Board for Licensed Clinical Mental Health Counselors. These principles are available for your review at any time.

## Philosophy & Approach

You are unique. No other client will have the same needs as you do, and therefore I will treat you based upon the therapeutic goals that you and I establish in our initial session(s). I use a variety of treatment modalities such as Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Cognitive Processing Therapy, Dialectical Behavioral Therapy, Acceptance and Commitment Therapy, Meditative/Mindfulness Based Therapies, Yoga, and other Neuro-science-based interventions. I do not take on clients whom I cannot help using the techniques I have available. It is my belief that a successful counseling experience will involve a lot of work on your part, both in the therapy session and outside of our time together.

Counseling, as with any other powerful intervention, has both benefits and risks. For example, therapy may temporarily result in an increase in both pleasant and unpleasant emotions. Such unpleasant emotions might include experiencing uncomfortable levels of feelings such as sadness, guilt, anxiety, and anger, among others, or might lead to increased personal conflict (for example therapy may not keep a troubled relationship intact). Often therapy leads to a significant reduction in stress, the resolution of old conflicts and healing of old wounds, or to personal growth and self-knowledge.

# **Confidentiality**

In general, everything in our counseling sessions I will hold in the strictest confidence. Our conversations and records of your treatment are your privilege, protected by both state law and my profession's ethical principles. But I cannot promise that everything you tell me will never be revealed to someone else. There are some times when the law requires me to tell things to others.

There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a "secret" that I cannot keep secret. These are very important issues, so please read these pages carefully. I have a copy of this information should you like to keep it. You will be asked to sign a statement of your understanding of this information, so if you have questions please do not hesitate to ask.

#### **Exceptions to confidentiality as per the General Statutes122C-52 through 122C-56:**

1. When you or other persons are in physical danger, the law requires me to tell others about it. Specifically:

a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.

b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you in an emergency.

c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.

d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the minimum amount of information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, if you become involved in a **court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.

b. In cases where your emotional or mental condition is important information for a court's decision.

c. During a malpractice case or an investigation of me or another therapist by a professional group.

d. In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.

e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

3. There are a few other things you must know about **confidentiality and your treatment**:

a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.

b. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me unless I believe that there is information in your record that would be detrimental to your care. Records of treatment are routinely audited and examined for quality of care and may be released to a funding source without a consent signed if necessary.

c. Once we have agreed to begin our sessions, at no time will I acknowledge the existence of our relationship outside of the counseling session unless you initiate contact. For instance, if we see each other outside the office, I am not allowed to wave at you, say hello, or acknowledge our relationship unless you initiate the interaction. I take your privacy very seriously. If you initiate contact, I am more than willing to say hello and speak briefly, but know that it is not appropriate for us to carry on any therapeutic conversations outside the office. Ours will be a professional, therapeutic relationship and it is my belief that any other relationship would be counterproductive to the purposes of counseling.

4. Here is what you need to know about **confidentiality in regard to insurance and money matters:** 

a. If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers such as Blue Cross/Blue Shield or managed care organizations ask for much information about you and your symptoms, as well as a detailed treatment plan.

b. It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act morally and legally, I cannot control who sees this information at the insurer's office. You cannot be required to release more information just to get payments.

c. If you have been sent to me by your employer's Employee Assistance Program, the program's staffers may require some information. Again, I believe that they will act morally and legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.

d. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.

# 5. Confidentiality and the Treatment of Minors:

a. For children between the ages of 6 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in any danger.

b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.

c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.

d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations. Please see my section regarding COURT issues.

6. Confidentiality in group therapy is also a special situation.

In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

7. Finally, here are a few other points:

a. I will not record our therapy sessions on audiotape or videotape without your written permission.

b. If you want me to send information about our therapy to someone else, you must sign a release of information form. I have copies you can see, so you will know what is involved.

c. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential.

# **Consultations:**

An initial consultation of 15 minutes is available for you to take advantage of without financial obligation. I want you to feel free to explore your options with me with no added pressure or

responsibility. During this time, I invite you to ask questions, check my credentials, and discuss all terms of the counseling relationship. If after that point you are not comfortable entering into a therapeutic relationship with me, I can refer you to another therapist or suggest alternative means of getting help.

### **Office Policies and Procedures:**

Upon arrival to the building, please park in a marked parking space. My office space is shared with 3 other therapists and we need to ensure that everyone is parked appropriately so that space is maximized and no one is blocking anyone else in. Because there may be other clients/people in the waiting room, you may choose to come in the back door and be seated, or if you prefer, you may choose to wait in your car until your appointment time. At your designated time, I will come to the waiting area to get you and bring you back to my office. Please do not come through the hall door if it is closed unless you need to use the restroom. This door helps us adhere to HIPAA regulations and protect client privacy. Siblings and/or children of clients are welcome in the waiting area or play room as long as they are supervised and reasonable quiet is maintained. If your children utilize the playroom/toys, please make sure that your children have cleaned-up/put away any items that they have played with prior to leaving the building. Please do not allow children to leave the premises with toys that belong to our playroom. Our playroom is located just off of our kitchen. At no time should you or your child enter the kitchen without permission.

The first counseling session is approximately 60-75 minutes. This allows us sufficient time to review your paperwork, explore your history, and discuss our treatment options. Successive sessions are typically 45 minutes or 60 minutes, based on treatment recommendations. For the courtesy of all clients, all appointments begin and end on time unless otherwise arranged or in the case of an unforeseen emergency.

In the case of divorced parents, whether or not a child may be seen with only the permission and consent of one parent may be dependent on the custody agreement that has been signed by the judge. When parents share joint, legal custody, that generally means both parents share the right and the responsibility of making decisions regarding the health, education, and welfare of the child such as authorizing or consenting to treatment by a mental health practitioner. However, it does not mean it is REQUIRED to have both parents' consent. It is my general policy that both parents be aware that the child is being treated and that one parent assumes responsibility for maintaining the patient portal and provides the signatures for paperwork. I invite both parents to be involved in treatment unless there is a reason necessitating otherwise. Any exceptions to my general policies are reviewed on a case-by-case basis and should be discussed prior to being accepted into treatment.

All appointments must be cancelled 24 hours in advance or will be subject to a cancellation fee (see fee schedule). Due to the specific nature of session lengths (45-50 minutes or 60+ minutes), if you are more than 15 minutes late for your appointment, you will not be seen and will need to reschedule and will be charged the cancellation fee unless it is due to illness/unforeseen circumstances (subject to my approval). If you completely miss your appointment without notifying me of your intent to cancel, you will be considered as a "no-show". You may miss one appointment without penalty, but after the first time you will be charged a no-show fee. (see fee schedule) Cancellation fees and no-show fees are not reimbursable by insurance and will need to be paid out of pocket prior to being seen for your next appointment. If you cancel last-minute (less than 24-hours prior to appt) more than 3 times in a 6-month period and/or have more than 3 no-shows in a 6-month period, you may possibly be terminated from treatment. Any client terminated from treatment can ask for help with a recommendation to another therapist.

Please do not assume that will we be having our appointment if we are having any kind of inclement weather. It is your responsibility to check my website or to communicate with me directly regarding the status of our appointment. If you need to reschedule your appointment due to inclement weather, this will not be subject to the 24-hour cancellation policy. Safety comes first.

I maintain both personal and professional social media accounts (Facebook, Instagram, LinkedIn). In my professional association's Code of Ethics, it prohibits counselors from accepting friend requests from clients, potential clients, or family members/friends of clients on our personal accounts. You may "Like" or "Follow" my professional page, but please do so at your own risk of maintaining the confidentiality of our professional relationship. My professional Facebook page does have the messaging feature enabled, but this is not to be used for any crisis or emergency needs. Any communication regarding your treatment outside of the office should be conducted via secure messaging in your patient portal, through my Google Voice contact, or via my secure email.

You may email me at any time, but note that email becomes a permanent part of your medical record. Email has many appropriate uses, including communication regarding appointments, clarification of fees, etc. But you may also use email as a way of expressing immediate thoughts and feelings that need to be explored in a later counseling session. For example: a situation occurs that you have strong feelings about and you do not want to forget to tell me what you were thinking or feeling at that specific moment. You may jot an email that I will read and use to facilitate our next session. I WILL NOT BE RESPONDING THERAPEUTICALLY TO EMAIL. This is only for you to report to me what occurs between sessions. Please do not expect a "virtual" counseling session. As with any other form of communication, your email will be kept in the strictest of confidence. It is vital that you understand that if I am required by a court order to disclose information, these emails are included as part of your entire medical record.

I request that parents provide updates to me via email the night before an appointment with their child. This allows me to maximize time with the child without the need for "catching up" with the parent. Input from the parent also ensures that I have balanced information when seeing an adolescent who may or may not be fully transparent with me regarding situations, as well as provides me with an alternate perspective of what is happening in the adolescent's life.

Clients remain an "active client" on my caseload as long as you are attending regularly scheduled appointments and are actively participating in your treatment. Part of your treatment plan is planning for your discharge; that is when you've completed your goals for treatment and are ready to terminate therapy. We plan for this by scheduling appointments further apart when you are ready. Maintenance therapy appointments can be scheduled for monthly, bi-monthly, or even quarterly. However, if you stop scheduling or attending appointments all together, have not attended one appointment within 6-9 months of your previous appointment, and have stopped communicating with me, you then will be considered an "inactive" client. Inactive clients may always resume therapy with me, but will need to begin the entire intake process from the beginning.

Medical records must be requested in writing and accompanied by a signed release of information form. Records will be sent directly to the healthcare professional/designated person from my office. Medical record requests will be processed as quickly as possible, but since there is no dedicated medical records person, these requests can take up to 30 days depending on my schedule. Copies of medical records over 50 pages may be subjected to a fee (see fee schedule).

It is best-practice for me to collaborate directly with your primary care physician (PCP) who is the designated representative responsible for your overall care. Many insurances require this "care coordination". We will discuss this collaboration at your visit, discuss what is appropriate information to include (and to not include) in my communication, and sign the appropriate release of information form. Most often this information is nothing more than making the physician aware that you are in treatment (especially if they were the referring provider) and any pertinent diagnoses and treatment plan. If you are being seen by a psychiatrist for medication management, this professional may be the one that I would collaborate with more than your PCP. We will discuss all the health care professionals that you are involved with, and make plans to ensure all of your providers are working together towards your goals when appropriate.

If you or child's treatment requires my attendance at meetings, IEP meetings, school meetings, school observations, DSS meeting, etc., please be aware that these appointments that are not covered by insurance may also be subjected to additional fees (see fee schedule).

Brief Mental Health Evaluations or Behavioral Health Questionnaires that need to be completed for any kind of disability/FMLA/ Leave of absence paperwork that are less than 5 pages will not be subjected to any kind of additional fees.

### Information regarding COURT situations:

I am a therapist and do not provide any kind of evaluation required by a court of law. I will provide brief written documentation that you are an active patient in therapy, however, if you need a more formal letter of treatment and progress, it will be subjected to additional out-ofpocket fees (see fee schedule).

In cases where there are custody issues, it is a conflict of interest for me to provide therapy and give any opinions on custody arrangements or act as a custody evaluator. It is also strictly prohibited by my professional association's Code of Ethics. In a case where there may be custody/legal issues, you must agree **prior** to our treatment that I am being hired to help the CHILD, not secure testimony for a divorce or custody hearing. Being asked to release information that the child has shared with me in confidence and in a confidential setting may be counter-productive and even harmful to my relationship with the child and may result in my no longer being able to treat the child effectively. I do acknowledge that there are cases in which the child wishes for me to be their voice and to be their advocate in a case, and these are special circumstances which will be taken into consideration. It is your responsibility to communicate these policies regarding court with any other party who may be involved in the court process (i.e. the opposing party). IF I am ordered to testify (this is different than just issuing a subpoena), I may give testimony regarding what has taken place in therapy, the child's progress, and nothing further. All court involvement, including written reports, is subjected to additional out of pocket fees (see fee schedule).

### Fees for services rendered/Methods of Payment

\*\*\*Please note that use of insurance benefits for mental health therapy requires there be a psychiatric diagnosis that will become a permanent part of your medical/insurance history. \*\*\*

I am contracted with many major insurers and will file claims for you, but please YOU are responsible and not your insurance company for the fees that are agreed upon. Any fee that is denied by your insurance company may still be your responsibility. Session fees specific to insurance depend on my contracted rate with each insurer. You may verify your benefits prior to our appointment by calling the number on the back of your card. Some insurances have specific numbers for Mental and Behavioral Health. Copays and/or Coinsurances are due at the time of service unless otherwise arranged. I am able to take cash, check, or credit cards. After 2 attempts to collect late payments, I have the right to turn your account over to a collection agency. Any fees incurred in the collection process are added to the client's balance. Collection procedures

may require the disclosure your name and other personal demographic information, however no treatment information other than dates of service will be disclosed for collections purposes.

For those without health insurance, fees are based on a sliding scale dependent upon gross family income. Every year the Federal Poverty Level is used to adjust the gross income amounts. According to the Office of the Inspector General, total gross family income MUST be documented: a tax return or a copy of each contributing family members' W2 forms are acceptable forms of documentation.

\*\* Fees for topic-specific group counseling will be based on the particular group and number of sessions. Fee scale will be provided with Group information.

Fees that are not s	subject to insurance	e contract rates are	set as following:

	· · · · · · · · · · · · · · · · · · ·		
15-minute phone consultation	no charge		
Initial intake appt	\$150.00		
Subsequent 45-50 min follow up appt	\$100.00		
Subsequent 60 min follow up appt	\$120.00		
Cancellation fee1 <sup>st</sup> time	\$25.00		
Cancellation fee—2 <sup>nd</sup> time	\$50.00		
Cancellation fee—3+ time	\$75.00		
Missed appt fee-2 <sup>nd</sup> time	\$50.00		
Missed appt fee—3+ time	\$75.00		
Copies of medical records over 50 pages	\$.50 per page		
Phone consultations with other professionals over 30 min	\$25.00 per 30 min increments		
Attendance at meetings (school, IEP, work, DSS)	\$50.00 per hour away from the office		
COURT Fees:			
Court report preparation	\$125.00 per hour		
Consultation with attorney/legal staff	\$150.00 per hour		
Court Testimony (Alamance County only)	\$200.00 per hour out of the office,		
	no travel included		
Court standby (Alamance county only)	\$100.00 per hour that I am unable to		
	see other clients		
Out of County Court Testimony	\$750.00 per day, travel expenses		
	extra		

Other fees may be incurred and will be discussed on a case-by-case basis.

#### **Emergencies:**

In the case of an emergency, do NOT email me. You may call my office after office-hours up until 10 pm for a non-life-threatening emergency. For any life-threatening emergencies after hours, please either call 911 or go directly to the nearest Emergency Department and ask for the psychiatrist on call.

If I go out of town for an extended period of time and you cannot wait to be seen, I can make arrangements for you to be seen by another professional until I am able to return to the office.

Agreement with this document will be captured by your initials and signature on the Informed Consent for Treatment Form.