

FORM 1

Professional Disclosure Statement, Informed Consent
and HIPAA Privacy Notification
Sharon L. Ward, MS, LPC, NCC
Texas

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Aledo, TX 76008

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Do I really need to read this document?

Yes, because as a client, parent or guardian, you have the freedom to choose to enter into or remain in a counseling relationship and need information specific to the counseling process and the counselor in order to make an educated decision about being in therapy. Counselors have an obligation through Professional Disclosure and Informed Consent to review in writing and verbally with clients the rights and responsibilities of both the counselor and the client. HIPAA requires that you receive information about how your Personal Health Information [PHI] will be used. This document is intended to serve all of these purposes.

While I realize this is a lot to read, it is for your protection. Please take your time in reading this document and retain a copy in your records. The most current version of this form is available for download from my website sharonwardcounseling.com. I will review this form with you and any questions you may have at the beginning of our first session. This form must be signed before or at your first session for treatment to proceed.

Your Rights as a Client(s)

1. You have a right to ask questions about your therapy and any procedures used during therapy; if you wish, I will explain my approach and methods to you. You have a right to request, and in most cases receive, a summary of your file, including diagnosis, progress and type of treatment. A written request is required. You will be billed at the hourly rate for time involved.
2. You have the right to decide not to receive therapeutic assistance from me; if you wish, I will provide you with the names of other qualified professionals whose services you might prefer at a cost similar to my own usual and customary fee if possible.
3. You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that you contact me by phone if you make a decision without consulting with me during session time.
4. If you request it in writing, information can be released to any person or agency you designate. I will tell you at the time whether or not I think releasing the information in question to that person or agency might be harmful in any way to you. However, I have the option, based on the best interest of the client and the Texas Health and Safety Code, to not release records as records may be withheld from a client or parent/guardian if it is determined that release would not be in a client's best interest.
5. You have the right to receive respectful treatment that will be helpful to you.
6. You have the right to a safe environment, free from sexual, physical, and emotional abuse.
7. You have the right to report unethical and illegal behavior by a therapist.
8. You have the right to request and receive full information about the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization and limitations.

9. You have the right to have information about fees, methods of payment, number of sessions, substitutions (in cases of emergencies and vacation), and cancellation policies.
10. You have the right to refuse to answer any questions or disclose any information you choose not to reveal.
11. You have the right to know if there are supervisors, consultants, students, or others with whom your therapist will discuss your case.
12. You have the right to receive a second opinion at any time about your therapy or therapist's methods. This would be obtained by you, at your expense.

What is my therapist's training and licensure?

I hold a Bachelor's degree in Psychology and a Master's degree in Counseling and Human Development. I am credentialed as a NCC (National Certified Counselor # 44958) and a Texas LPC (Licensed Professional Counselor #15340).) and Colorado Professional Counselor (# LPC.0017913.) The NCC is an exam that is now used by many states as that state's licensing exam. I abide by the ethical codes and standards as set out by the American Counseling Association and the National Board for Certified Counselors and have fulfilled all requirements for continuing education since my initial credentialing. Please let me know if you wish to see any of this information or have any questions. Status of Texas licenses may be verified at [Online Search/Verify a License – Texas Behavioral Health Executive Council](https://bhcc.texas.gov/verify-a-license/index.html) <https://bhcc.texas.gov/verify-a-license/index.html>.

What are my therapist's office hours?

I am in the office varying hours Monday – Thursday.

What can I expect in counseling?

I see counseling as a process that means working together ~ exploring and striving to reach therapeutic goals. I may recommend a variety of approaches designed to help you reach therapeutic goals including: in-session suggestions, therapeutic interpretations, challenging your thought or behaviour patterns, experiential exercises, EMDR, testing, professional referrals, community resources, video-taping of sessions (with your consent), and assignments to be completed outside of the session. I believe that in some cases, clients can be best served by a treatment team approach and consultation within your treatment team will be essential in achieving your goals. Either of us may refuse to participate in services or specific modes of therapy and we will discuss the reasons and pros and cons of those decisions. Change is not always comfortable. We may be discussing things that are confusing or troubling and at times you may leave sessions feeling uncomfortable, upset or with questions left for you to process and work on for or in the next session. Therapeutically resolving unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can similarly lead to discomfort as well as relationship changes that may not be originally intended. We will work together for a desirable outcome; however, there is a possibility that the goals of therapy will not be met.

Therapy is not an exact science and sometimes, despite therapy, situations will worsen. I always welcome your thoughts about how this process is working and any concerns you may have. The more information we have from each other, the greater likelihood of a desired outcome from therapy. At times, to maintain the highest possible standards of care for you, I may seek appropriate supervision or consultation regarding your care and treatment. If it does not appear to me that you are benefiting from treatment, I reserve the right to refer you to a physician for medication evaluation, a treatment facility or agency or to another therapist.

Sexual intimacy is never appropriate in a professional relationship.

Are there any limits to confidentiality?

Confidentiality is not the same as privileged information, such as attorneys and clergy have. Circumstances exist where I must, ethically or by law, break confidentiality without signed consent. This includes but is not limited to the following: **1)** To protect yourself and others, if I become aware that anyone, including yourself, is in danger of imminent, serious and foreseeable harm, I may choose to take action - which may include but is not limited to: contacting authorities, spouse, parent/guardian or person in danger. **2)** If a judge subpoenas your records. **3)** Where there is any question of any children or

elderly being abused, the appropriate protective services agency will be contacted. **4)** if you report behaviour considered to be abusive from another therapist, the licensing board will be contacted. Other possible exceptions to confidentiality include court orders, fee disputes, negligence suits against the therapist, or the filing of a complaint with the licensing board. In the interest of protecting your privacy, if I see you outside the office (for instance, in a restaurant or store), I may smile or say hello, but I will not initiate a conversation unless you do so first.

Client information is not released without a signed (by the client or parent/guardian) consent form indicating what is to be released and to whom except as noted above. When providing couple, family or group treatment, I do not disclose information outside the treatment context without a written authorization from each individual except as noted above. In the context of couple, family or group treatment, the therapist may not reveal any individual's confidences to others in the client unit without the prior written permission of that individual. Requests for release of information to others, copies of records or treatment summaries must be made in writing or via subpoena. However, I may make the decision, based on the best interest of the client and the Texas Health and Safety Code, to not release records as records may be withheld from a client or parent/guardian if it is determined that release would not be in a client's best interest.

If you have any questions or concerns about how your PHI [Private Health Information] is used, please contact me [Sharon Ward] directly.

Records are maintained for a minimum of 7 years after the last date of service or 7 years after the client has turned 18. By your signature below you authorize my office to designate an appropriate professional to serve as custodian of your record and who will assume possession of, and responsibility for your treatment record in the event of my death or disability. In that event notice and information will be available via telephone voice mail.

What about couples therapy?

If you are planning on marital, couples or premarital therapy, each partner will need to sign a Release of Information form so that all information that I receive from the couple is available for use at my discretion with both members of the couple. Either partner may revoke their own release of information may at any time in writing, but if this is the case, couples therapy will cease at that point. When providing couple, family or group treatment, I do not disclose information outside the treatment context without a written authorization from each individual except as noted above.

How does confidentiality and consent to treatment work with minor aged children?

While it is my preference to have family members involved in any work I do with minor aged children, Texas Family Code Chapter 32 states that children can present themselves for counseling for physical, emotional or sexual abuse, suicide prevention or chemical dependency without parental consent. Where the client is a minor aged child, it is very important for the therapist to build trust with the child to facilitate the confidence necessary in the therapeutic relationship. Therapy is not likely to be successful without this trust. Children, like adults, want to know that what is said in the therapist's office will remain confidential until the child chooses to disclose their own information. As a parent, guardian or managing conservator, this means that you are waiving the right to detailed, specific information about your child's sessions and also waive any and all liability for the therapist's good faith refusal to provide information about your child or child's records. I will ask a child's permission to provide parents or guardians with information that will be helpful to the therapeutic process and in the interest of the child's safety. However, Texas Family Code Chapter 32 states that the treating professional **may** with or without the consent of the child, advise the parents, managing conservator or guardian of the child of the treatment given to or needed by the child.

Consenting for Treatment of a Minor aged child

If you are consenting for treatment of a minor, you are certifying under the laws of the State of Texas that you have the legal right to authorize treatment for this minor and are signing as their legal guardian. I ask that **both parents sign this form**. Please note that it is always my preference and I request the opportunity to meet with both parents any time I am treating a child, even if those meetings need to take place at separate times. In all cases [guardianship, divorce, legal separation, non-married but with custody agreements etc.], Texas Rule 681.41 (v) states:

Prior to the commencement of counseling services to a minor client who is named in a custody agreement or court order, a licensee must obtain and review a current copy of the custody agreement or court order, as well as any applicable part of the

divorce decree. A licensee must maintain[a copy of] these documents in the client's record and abide by the documents at all times.

I require a copy of these documents 72 hours BEFORE THE FIRST SESSION that apply to the conservatorship of this minor and this will be reviewed prior to any treatment. If there are ANY CHANGES OR UPDATES TO LEGAL ORDERS regarding custody and consent to treatment at any time during the course of treatment, a copy of that paperwork must be provided to Sharon L. Ward, MS, LPC, NCC IMMEDIATELY. Understand that misrepresentation of your ability to consent for treatment of this minor can be grounds for termination or interruption of therapeutic services until appropriate documentation under the laws and courts of the State of Texas is provided.

What are standard fees and how should payment be made?

Acceptable forms of payment are cash or check or credit/debit card/HSA. If paying with an HSA card, you will need to provide a personal credit card as well in case the HSA has been depleted. Fees: Initial assessment session, Pre-Marital/Marital and EMDR sessions are 90 minutes and is \$180.00. Subsequent 50-minute sessions are \$140.00. If you pay in cash, please bring exact change or we will credit any overpayment to your next session. If your check does not clear the bank, you will be charged \$ 25.00. If you have more than one check that does not clear or your credit card is declined twice, your payment will be due in cash at the beginning of your sessions from then on. If you request treatment summaries or copies of records you will be charged at the hourly rate. Bartering for counseling or therapy services is illegal.

Cancellations must be made 24 hours in advance or you will be charged for the session. 24 hours notice allows me to offer an appointment to someone who may be waiting for a session or having a crisis. In the event that you miss your scheduled appointment time, you will be charged for the session. In the event that you miss two scheduled appointment times in a row, another appointment time will not be scheduled until you have paid your remaining balance and a credit card will need to be on file. I reserve the right to terminate our counseling relationship if more than two sessions are missed without proper notification.

You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that you contact me by phone or discuss this in session if you make this decision.

Can I leave while my child is in your office and run some errands?

If your child is not driving themselves, you will need to stay present in the waiting room for the duration of the session. In the event that you leave the building and a medical emergency occurs, I will call 9-1-1 first and then try to contact you. Any fees for emergency vehicles or personnel are your responsibility.

Does my therapist appear in court?

Please be aware that I do not wish to appear in court. If you become involved in a legal issue that I feel requires me to retain an attorney, you will also be charged for my attorney's fees. Travel time, missed time from work, copying records, consulting with attorneys or insurance companies, appearing in court etc, will be charged to you at the standard hourly rate. If I am subpoenaed, there is an additional \$ 1000 charge per day that I am to be away from the office. This is due 2 weeks in advance of any interaction with lawyers or the court. My signature below indicates that I agree to this policy.

What happens if my therapist is on vacation or sick or there is bad weather?

If I become ill and am unable to be here for your appointment, I will make every effort to reach you via phone or text or email as soon as possible to reschedule. If Weatherford ISD is closed or is closing due to inclement weather, the office will be closed. From time to time, I may have an appropriately licensed clinician return calls if I am out of town or otherwise unavailable. Should I become incapacitated through death or serious illness, please contact Janice Hicks or Charlotte St. Germain at 817-441-8979 and they will follow up with you and discuss referrals for appropriate alternative care.

What happens if I travel out of state and want to talk to my therapist?

Unfortunately, due to current law, I am only able to do counseling with a person who is in the same state as I am licensed. If you are in Idaho and I counsel with you, it would be considered practicing without a license in the State of Idaho. I am only licensed in Texas and Colorado. Similarly, if I am out of state, I cannot counsel with you. It will be at that point that a licensed on-call therapist would have to tend to your situation.

What should I do if I have a potentially life-threatening emergency?

If you have a life-threatening emergency, call 911 or go to the emergency room regardless of the time of day.

What about a non-life-threatening crisis?

As a private individual practitioner, wife and mother, I am not personally able to adequately provide 24/7 emergency coverage for your mental health care.



_____ (initials) I understand that Sharon L. Ward, MS, LPC, NCC will **only return calls between the hours of 10 a.m. and 6 p.m. Monday through Friday.** Call 817-441-9973 and leave a message indicating that this is a crisis call. If you do not hear back from me within 30 minutes, call and leave another message **with your phone number** [frequently, people leave messages without a phone number!!) Messages also do not go through, are delayed or garbled due to cell phone issues. You will be charged at the standard hourly rate for phone time.

What if I just need to leave you a non-urgent message or to reschedule an appointment?

You may leave a voice mail or text 24 hours a day at 817-441-9973 or email at lpc.ward@yahoo.com. I encourage you to do all of the above. I can be hard to catch as I am not checking all of these while I am in session. Email is not checked on the weekend.

What do you need from me after reading all this?

Please print your name and sign below to consent to voluntary treatment under the conditions of this document.



I am providing all information as a part of my request for treatment and am consenting to treatment as of this date.

I HAVE READ, UNDERSTAND, AGREE TO AND UNDERSTAND THAT THE MOST CURRENT COPY OF THIS DOCUMENT IS ALWAYS AVAILABLE ONLINE AT sharonwardcounseling.com, OR I CAN REQUEST A PAPER COPY AT ANY TIME. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT AND AFFIRM THAT I UNDERSTAND ANY AND ALL FORMS THAT I HAVE COMPLETED AS PART OF MY TREATMENT.

ADULT Client

Client's Name *[print]* _____

Client Signature _____ Date _____

OR

MINOR aged [under 18] client

Child's Name *[print]* _____

Date _____

Legal guardian/parent *Printed Name and Signature*

Print _____ Sign _____

Second legal guardian/parent *Printed Name and Signature*

Print _____ Sign _____

If you have any concerns about the services you are receiving contact me or contact: The Texas Behavioral Health Executive Council which investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

Texas Behavioral Health Executive Council
333 Guadalupe Street, Tower 3, Room 900
Austin, Texas, 78701
512-305-7700 800-821-3205