

# Informed Consent: Notice of Privacy Practices/and Client Rights

This document is intended to inform you of my policies, state and federal laws and your rights.

It is important to read each section carefully and be prepared with any questions you may have during your first session.

## OFFICE HOURS AND AVAILABILITY OF MY SERVICES

My office is one room with no reception area or receptionist. Office hours are by appointment only.

Please note that I am **not** able to respond to counseling emergencies. If you need to talk to someone right away you can call 211 and they will connect you to a therapist. **If you have concerns about your safety or self-harm, call 911 or immediately go to the nearest emergency room for evaluation.** 

#### SCHEDULING, CANCELLATIONS and LATE ARRIVALS

• A \$50.00 Cancelation fee will be charged in the case of no-show or less than 24 hour notice. Insurance will not cover this fee. Of course, I will make exceptions if it is impossible to give 24 hours advance notice (ex: there is an emergency or you wake up with the flu). I do allow one time without a charge. In the case that I am able to fill your appointment with another client, I will not charge you the cancellation fee.

## PRIVACY and CONFIDENTIALITY

**NOTE:** Since we live in a small community we may see each other in public, I will protect your privacy by not approaching you. If you want to say hello, that's fine.

*Limits of Confidentiality:* I hold all communications and records in strictest confidence. However, I may be required to release information without your consent according to Alabama law when:

- You give me *permission in writing* to release information.
- You express serious intent to *harm yourself or someone else*.
- You tell me about *abuse* against a minor, elderly person or dependent adult.
- I am required to release limited information to acquire payment for services or for billing purposes (for insurance, bill collectors, etc.).
- I get a subpoena or court order directing the disclosure of information.
- I need to seek legal counsel, supervision or consultation from colleagues involving care or protection of you or me.

Otherwise, you control all your health information if you are legally competent and of legal age. Records are kept in encrypted and secure electronic programs or in a locked file.

**Breach Notification:** If for some unforeseen reason, your personal information has been compromised, you have a right to receive notification.

#### METHODS OF THERAPEUTIC TREATMENT

I use several forms of therapeutic treatment determined by your needs and preferences. Some modalities that I may use include Person Centered, Cognitive Behavioral Therapy, Solution Focused Therapy, Interpersonal Therapy, Narrative Therapy, Couples Therapy, and other brief methods that look

at your current functioning in your everyday life and how to create change that will help you feel better as soon as possible. Sometimes it may take a few sessions to determine how to best approach your treatment. I work *along with you* in finding solutions to the problems you are experiencing. You have the right to decide which method you prefer in counseling and to decide what your treatments goals will be. If we decide to use hypnosis I will ask you to sign a consent form.

# **BENEFITS AND RISKS OF THERAPY**

There are many potential benefits of counseling; including improved personal relationships, self-image, mood and realizing personal goals. As a result of counseling, clients often make significant changes in their lives. However, I cannot promise or guarantee any specific outcome. I will work with you to develop a treatment plan with specific treatment goals. You have the right to take part in these plans, and to refuse any recommended services or interventions.

In some cases persons have reported feeling worse after a counseling session. Please understand that healing and growth can be difficult, and that often some discomfort is part of the counseling process. At some time during your therapy you may decide (due to this discomfort) not to return to your next session. But please do come back at least one more time and discuss this with me. Often this is a sign of growth and change that will help you. If you have any questions about the benefits and risks of therapy, please ask me for specifics.

## FINANCIAL POLICY

*Fees:* For your convenience, I accept cash, personal checks, PayPal (link on my website), and credit cards. It is best to pay before your session.

**Insurance:** After you register as a new client I will be able to verify your coverage. Please note that the information I receive from your insurance company concerning eligibility and benefits is not guaranteed. If your insurance rejects your claim I reserve the right to charge you my usual fee for services provided. Sometimes insurance claims may take a long time (months), but I am patient and determined.

# FEE SCHEDULE

- 60 minutes psychotherapy \$140
- Letters and other correspondence to be determined by time needed to perform such tasks.
- Any externally purchased assessments used for legal purposes will be charged to you at cost, with prior agreement.

# **COUNSELING SERVICES**

**Right To Terminate:** Both you and I have the right to stop treatment. If you decide to end treatment please discuss this with me either during a session, by telephone, or in writing.

**Practicing within the Scope of My Training and Capabilities:** If your needs in therapy are not a good match for my skills or experience I will make every attempt to refer you to another therapist or other resource as needed.

**Transfer Plan:** If something should happen to me (death, illness, or other unexpected life event), and I am unable to I will transfer your records to another therapist of my choice; someone who will give you the same care and diligence that I have given you. This person will contact you and you can decide if you want to continue therapy or get a referral to another therapist of your choice.

## **ELECTRONIC COMMUNICATIONS POLICY**

With your permission we can use text, email and voice mail to set appointments and to send attachments. (These methods are not HIPAA compliant.) Please note that workplace emails are not private and are open to inspection by your employers. I am able to provide more secure communication via Theranest portal. When you register as a client, you set up a user name and password. This way we can use email more confidentially.

For legal and ethical reasons, I must keep records of each time we meet, talk on the phone, email, or text. These records include a brief summary of the conversation along with any observations or plans for the next meeting. These records have the same protections and limitations as your other counseling files. Note that I am often unable to respond immediately. If you have an emergency, please call 911.

**Confidential Communications:** You can ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address.

*Internet Searches:* I will not search my clients with Google, Facebook, or other search engines unless there is a clinical need to do so, as in the case of a crisis or to assure your physical well-being.

**Social Media:** I do not accept friend or contact requests from current or former clients on any of my social networking sites. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

**Business Review Sites:** You may find my counseling practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. These are NOT a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these. I probably won't even see it.

#### **COMPLAINTS**

If you have a concern or complaint about your treatment, please talk with me about it. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can contact the <u>Alabama Board of Examiners in Counseling</u> (http://www.abec.alabama.gov/). My Alabama license number is 3109.

#### HIPPAA

This document fills the requirements of HIPAA and Alabama law about informed consent. Please ask at any time if you have any questions about this document or anything about my practice. You may request a hard copy of this document or download it from my website at any time.

# SIGNATURE AND ACKNOWLEDGEMENT PAGE

Please give your informed consent by signing the signature and acknowledgement page available for download on my site and bring it to our first session. If you don't have access to a printer you can pick up a copy when you see me.