

#### **DISCLOSURE STATEMENT AND AGREEMENT**

This services agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The law requires that I obtain your signature acknowledging that I have provided you with this information. Please read this document carefully. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time.

PROFESSIONAL COUNSELING SERVICES Counseling begins as a conversation between you, the client, and me, the counselor. I will ask you questions about your life, the issues you are experiencing that led you to obtain psychological help, and about any information that will help me determine a diagnosis and a treatment plan, when necessary. As a Christian counselor, I utilize Biblically-based and empirically-proven insights to assist individuals. You have the right to refuse any suggestion, or refuse to try any technique if you so choose. In order for counseling to be most successful, you will have to work on the things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have many benefits. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Having earned a Ph.D. in Clinical Psychology from Fordham University in New York, I am a Licensed Psychologist in the State of Texas (Number 34396). I taught undergraduate and graduate psychology and counseling classes at Evangel University, a Christian college in Missouri. Since 1998, I have training and experience in performing psychological services to adults and adolescents, as well as couples and families. When necessary or requested, I can provide psychological assessment of personality and intelligence functioning. As a Christian Counselor, the Christian faith and Biblical methods are the foundation of my group and individual counseling. If you are not comfortable in working with me, I will gladly assist you by providing the names of other qualified counselors.

#### **MEETINGS**

Our sessions will be 45 minutes in length. Longer sessions can be arranged with advanced notice. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless we agree the circumstances were beyond your control. If it is possible, I will try to find another time to reschedule the appointment.

# **PROFESSIONAL FEES**

For every new client, to obtain a thorough history of the presenting problem, the initial session takes 60 minutes, for which the fee is \$150. Afterwards, a 45-minute individual counseling session is \$100. The fee for a counseling session by phone is \$25 for each 15 minute increment, which is to be paid at the start of session via credit or by delivering cash or check to the counselor prior to the visit.

### **CONTACTING ME**

I do not provide emergency counseling services. If you need to reach me for non-emergent reasons outside of our scheduled sessions, please call my mobile phone number at 417 773 6375 and leave a voice mail. Phone calls will usually be returned during regular business hours within 24 hours. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. I do not regularly monitor my messages on Facebook or other social media sites I may have an account with, so please do not use social media messaging to contact me. The best way to communicate with me is via text to 417 773 6375 regarding simple scheduling or billing issues only. Please do not use text messages for urgent messages or clinical issues. I CANNOT GUARANTEE THE PRIVACY AND CONFIDENTIALITY OF TEXTS ON THE RECEIVING END. To protect your confidentiality, I will not have a conversation about our therapeutic relationship outside of this office.

# **EMERGENCIES**

Please be aware that I provide non-emergency face-to-face counseling services by scheduled appointment. As a solo practitioner in independent practice, I am unable to provide extensive or ongoing emergency care. If you believe that you will need frequent emergency attention between scheduled sessions, please discuss this with me immediately so that I can refer you to a provider who can better serve your needs. If I believe your psychotherapeutic issues are outside of my scope of practice, I am legally required to consult, refer, or terminate treatment. If you are unable to contact me by telephone and you are experiencing an emergency situation, please call 911, or proceed to the nearest hospital emergency room. I do not have admitting privileges at any local hospitals so I cannot provide treatment if you are in the emergency room or are admitted to the hospital. Emergency room and hospital treatment may be covered through your insurance or out of pocket and is not connected to my services in any way.

In the event of a life-threatening emergency, do not attempt to reach me before contacting emergency services for help. Please call 911 or go to the nearest emergency room for immediate assistance. If you are having suicidal thoughts or making plans to harm yourself, please call the National Suicide Prevention Lifeline at 1.800.273.TALK (8255) for free 24 hour hotline support.

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. Anything you tell me is confidential, with some specific exceptions that will be explained. I will not tell anyone else what you have told me, discuss your case in any way that identifies you, acknowledge that I have you as a patient, or release your clinic records. You can give me permission to release information about you to specific people or institutions by filling out an Authorization Form. You are entitled to a copy of your records, and may obtain this by making a written request for them. Your clinic record is divided into two parts. First is Protected Health Information (PHI). PHI includes information about your reasons for seeking therapy, the ways your problems are affecting your life, your diagnosis, treatment goals,

progress toward these goals, your medical and social history, any past records that I have received from other providers, your billing records, and any reports or communications that have been communications that have been sent to anyone, including an insurance company.

The second (and separate) part of your record is the Counseling Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. Notes may include details of our conversation, my assessment of these conversations, and how they impact on your therapy. The Notes may contain sensitive information that you have revealed to me; this type of information would not appear in you Protected Health Information. No one, including insurance companies, can receive a copy of these Notes without your signed, written authorization.

These are the exceptions, or limits, to your legal right to confidentiality and the privacy of your records. Under the following conditions, I am legally permitted or required to disclose information without your consent or Authorization:

- 1. If I have been given information regarding the physical abuse, sexual abuse, or neglect of a child (under the age of 18), an elderly person, or a disabled person, I am legally obligated to report this to either Child Protective Services or Adult Protective Services within 48 hours.
- 2. In emergency situations, where there may be imminent danger of physical harm to yourself, the appropriate medical or police personnel may be contacted without your consent.
- 3. Records will be released in response to subpoenas from the Court. Every attempt will be made to promptly notify you of the subpoena and the subsequent release of your records to the Court, so that you can discuss your rights about your record with your attorney.
- 4. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- 5. If a client files a Worker's Compensation claim, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.
- 6. If a government agency is requesting information for health oversight activities, I may be required to provide it for them.

The rules of confidentiality are a little different for counseling with couples or families. I will review these differences with you if counseling sessions include more than one person. When working with couples or families, it can also be useful to have individual sessions with some or all of the family members. I will discuss how and when confidential information or records from individual sessions can or cannot be disclosed to the other participants prior to any individual sessions taking place.

### FOR MINORS AND THEIR PARENTS

If you are under 18 years of age, your parent(s) have the right to ask for and obtain information about your treatment. However, if you are 16 - 18, and if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records.

For teenagers under 18, when the above exceptions don't apply, it often remains crucial to the success of counseling for the teenager to be assured of the privacy of their discussions in therapy with me.

Therefore, I may request an agreement with a teenager's parent(s) that the parents agree to give up access to their child's records. Such an agreement would include my providing progress reports to parents, and attendance at sessions. Any other communication would require the consent of the teenager, unless I feel that the teenage is in danger or is a danger to someone else, in which case I would notify the parents, after telling the teenager that I was going to do so.

# **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You have the right to review, inspect, and copy either the PHI or Counseling Notes unless I determine that release of that portion of your record would be harmful to your physical, mental, or emotional health. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

### **CLIENT RIGHTS**

HIPAA provides you with rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this agreement and my privacy policies and procedures.

# **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. I accept checks payable to Transform Counseling Inc. or cash. Payment schedules for other professional services will be agreed to when they are requested.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Signature of Client 1	Signature of Client 2
Printed Name(s) of Client(s)	Signature Date
Signature of Counselor & Date	_