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DISCLOSURE OF INFORMATION, POLICIES, AND CLIENT AGREEMENT

PROVISION OF THE FOLLOWING INFORMATION AND WRITTEN ACKNOWLEDGEMENT OF ITS RECEIPT ARE REQUIRED BY GEORGIA STATE LAW. PLEASE READ IT CAREFULLY. I WELCOME THE OPPORTUNITY TO DISCUSS ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING THIS AGREEMENT OR MY SERVICES.

Therapists practicing counseling for a fee must be licensed with the Georgia Composite Board of Professional Counselors, Social Workers and Marriage and Family Therapists. Licensure of an individual with the department does not include recognition of any practice standards, nor necessarily implies the effectiveness of any treatment.

Welcome

Welcome to my practice. I am a licensed Marriage and Family Therapist. This document contains important information about my professional services and business policies. Please read it carefully and note any questions you might have so that we can discuss them at our meeting. Associated with this document is a summary of information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and new client 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 Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully. Please read carefully and note any questions you might have so that we can discuss them at our meeting. When you sign this document, it will also represent an agreement between us.

Counseling Services

Counseling is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on 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. Therapy 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.

Our first session or two will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you my initial impressions of whether I believe that I can be helpful to you and what our work and treatment plan would consist of, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Counseling involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

I ascribe and adhere to the Code of Ethics of the American Association for Marriage and Family Therapy. I must also answer to the ethical and professional standards of the Georgia State Composite Board of Professional Counselors, Social Workers, and Marriage and Family Therapists.

Your Rights as a Client in Counseling

As a client in counseling, you have certain rights that are important for you to know. There are also certain limitations to those rights of which you should be aware.

As a client of a counselor registered or certified by the State of Georgia, you have privileged communications under state law. With the exception of the situations listed below, you have the right to have information you share with me held in strict confidence; that information includes the fact that you are seeing me.

The privilege is yours, not mine, and cannot be waived without your consent. I will always act to maximize your privacy even when you waive your right to confidentiality.

The following situations are exceptions to your right of confidentiality:

1. If I believe that you are likely to do harm to yourself or to another person, I am required by law to take steps to protect you and/or the other person.
2. If I believe that you may be physically or sexually abusing or neglecting a minor child or vulnerable adult, or if you report information to me about the possible abuse or neglect of a child, I am required by law to report this to Children's Protective Services or Adult Protective Services, state agencies.
3. If you are currently in litigation, or become involved in litigation during treatment or file a complaint against someone for malpractice, you may be asked to disclose information regarding your therapy as part of that process. Although I will request your consent to release information, I can be legally obligated by subpoena or court order to turn over my records and testify. Nevertheless, please inform me as soon as you know that you are likely to be in such a legal situation, so that I can exercise due caution so as to protect your privacy.
4. If you submit claims to your insurance company, they will likely require some information regarding your treatment with me. Most insurance companies only require basic information, often including a psychiatric diagnosis. You have the right to know the diagnosis that I use in any communication with your insurance company or other third-party payer or agency. All of the diagnoses that I use come from the *Diagnostic and Statistical Manual of Mental Disorders*

(Fourth Edition, Text Revised) (DSM-IV-TR). A copy of this book is available in my library and you are free to look at it.

Should you attempt to use your health insurance to cover my services, there are a few things you should know. Some insurance companies will partially or fully cover my services and some will not. If this is a concern for you, please check with your insurance company regarding your eligibility for benefits and with me regarding the policies and procedures. **I need to be very clear that I cannot guarantee that your treatment with me will be covered. Further, you are directly responsible to pay my fees when my services are performed and your insurance company is responsible to you for any reimbursements according to the coverages and conditions specified by your particular policy.**

6. If an Employee Assistance Program (EAP) has referred you to me for evaluation, I may be required to disclose basic information about the evaluation such as a description of the problem, diagnosis, and therapeutic recommendation. I will share with you all information I will be sending to the EAP representative at your request. You are free to get a second opinion although the financial obligation you incur in obtaining one must be settled between you and your EAP agency.
7. If you are seeing me in couples or family therapy, and you, your partner or another family member should happen to see me in an adjunctive individual session, information shared with me in that meeting may be shared by me in joint or family sessions if I believe it to be in the best interest of the work we are doing together. Likewise, if you are a group therapy member and you share information with me outside of group, it may be shared by me in subsequent group sessions if I believe it to be in the best interest of the work we are doing together in the group.

In some cases, it will be useful to the therapy for me to discuss your situation with others such as your physician, your former therapist, etc. In such cases, I will seek your written permission for this exchange of information.

I regularly consult with colleagues and/or receive supervision regarding my work with clients to gain feedback and suggestions about directions for my growth. My work with you may be discussed in formal or informal sessions with my colleagues or staff, or with other professionals with whom I seek consultation or supervision elsewhere. During these consultations, neither your last name nor other unique identifying information will be used. All discussions of this type with other professional are subject to the same provisions of confidentiality discussed above.

If you have been referred directly to me by someone else, I may, as a good business practice, acknowledge to them that I have been contacted and thank them for the referral. I will not discuss your situation with them unless I have your written permission.

You always have the right to request a change in treatment or to refuse therapy. It is important that what we do together meets your needs. If you believe you are not being helped, please tell me so that we can work through this difficulty together. If we are unable to do so, I will assist you in finding another therapist.

Contacting Me

My number is 404-376-3760. Due to my work schedule, I am often not immediately available by telephone. I utilize a cell phone with a voice mail system and check for messages regularly during normal business hours of days on which I work. Messages left on weekends or holidays will be

returned the following business day. Occasionally, messages get lost or are not received, so if you have not received an expected return call, you will need to call again. If you are difficult to reach, please inform me of some times when you will be available.

Appointments and Fees

Appointments are usually scheduled once or twice a week. Individual sessions last for 50 minutes. Occasionally, it might be of benefit for couples to have extended sessions, usually for 75 minutes.

My standard fee is \$100 per 50-minute session. I offer a sliding scale fee policy for individuals with special financial needs that can be discussed prior to booking the first appointment. The fee may be renegotiated later in treatment if there are changes in your financial status. Changes in fees will be made only after a discussion with you has taken place at least one session before the change is to be implemented. This fee is standard regardless of the number of people attending the session.

Payment must be made at the conclusion of each session unless we specifically agree on another payment schedule. I accept checks, cash, Visa, MasterCard, Discover or American Express. A \$20.00 fee per check will be charged for returned checks. A finance charge of 1½% per month or \$2.00 minimum, whichever is greater, will be assessed on balances outstanding over 30 days, unless we have made other arrangements in advance of you incurring a debt to me. In any case where a bill is accumulated, we will have a written agreement regarding a payment schedule.

If I am doing work related to your treatment that is outside the bounds of our scheduled counseling, you will be billed on an hourly basis for all the time I spend on your case. This includes travel time to another location (such as the hospital, your home, an attorney's office, or another setting), meeting with other professionals regarding your case, writing reports, preparation time, etc. My fee for this type of work is the same per hour that you are charged for a therapy session.

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment at the beginning of our sessions is appreciated. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Cancellation Policy

It is common for mental health professionals to require a 24-48 hour notice for clients to cancel a scheduled appointment. Under such a policy, the client who fails to give appropriate notice for canceling an appointment typically pays the therapist's usual and customary fee. Therapists who implement this type of policy sometimes stipulate exceptions for emergencies and illness.

I do not maintain the typical policy of full payment for cancellation with less than 24 hours notice. However, I do charge a cancellation fee of \$40.00 for missed appointments and appointments that have been canceled without 24 hour notification.

This is not a punitive charge and is thus not dependent on whether there is a good reason for missing an appointment. I understand that there may be very good reasons for a late cancellation or missed appointment, but the fee will nonetheless be due.

My cancellation policy is in place for two reasons: 1) When someone does not cancel within 24 hours, it does not give me the opportunity to schedule another client who may be waiting for an appointment time to open up 2) It covers costs for scheduled times not utilized.

Emergencies

The practice of private outpatient psychotherapy with adults makes the assumption that clients are functioning, self-responsible individuals with legitimate pain and legitimate needs. Private outpatient psychotherapy cannot, by its structure, assume responsibility for day-to-day functioning of its clients in the same way agencies and institutions can. Yet, at times some clients may have legitimate needs that require special attention. With this philosophy in mind, I attempt to operate my practice in a way that is responsible to your needs, encouraging of your autonomy, and respectful of my limits. Therefore, I am not ordinarily available for therapy or crisis calls that occur outside of scheduled appointments. During weekdays, I will make every effort to return phone calls within 24 hours, and weekend calls will be returned by Monday or the first business day after a holiday weekend, barring personal emergency, or planned out-of-town absences. If you feel that you cannot wait for me to return your call, please contact your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. If I am going to be unavailable for an extended period of time, I will let you know in advance and will, if requested, provide you with the name of a trusted colleague whom you can contact during my absence.

Termination

Although you are free to terminate therapy at any time, it is my request that you discuss your decision and reasons for termination at the beginning of a regularly scheduled session. I consider it of therapeutic value to you that the counseling relationship be closed in a straightforward manner, ensuring that all counseling issues have been dealt with to the best of your and my ability. In any case, notice of termination will result in my scheduling other clients into your regularly scheduled time slot. If you cancel an appointment or miss an appointment without leaving notice of rescheduling with my voicemail, notice of termination will be assumed and your time slot will be given to the next available client.

Quality of Service

If you feel I have behaved in an unprofessional or unethical manner, please advise me so that the problem can be clarified and resolved. If you feel that this does not resolve the issue, you may contact one or both of the following:

Georgia State Dept of Licensing
237 Coliseum Drive
Macon, GA 31217
478 207-1670

Committee on Ethics and Professional Practices
1717 "K" Street, N.W., Suite 407
Washington, DC 20006
202 429-1825