



AGREEMENT TO PAY FOR PROFESSIONAL SERVICES

I, the undersigned, request that MIRANDA DOBBINS, LPC-A, provide professional services to me (and/or my child as designated below) as a client, and unless otherwise discussed, I agree to pay this therapist's fee for these services. My general fees are listed below:

50-60 min. therapy appt. \$75

For items marked by an asterisk, these fees differ markedly when contract rates with managed care organizations (MCO) and employee assistance programs (EAP) apply. You would only be required to pay the difference between the contract rate and what the MCO or EAP covers. In cases where insurance is being processed, this might be just a co-pay or a co-insurance fee.

I have been provided with this therapist's professional disclosure statement and agree to cooperate with and abide by all of its provisions as indicated by my signature below. If at any time, I am dissatisfied with this therapy I will fully discuss my views, reasons and plans with the therapist. If the client is a minor, I understand that while I have a right to general information on issues and progress, some information shared in this professional relationship may be held in confidence by the therapist and the minor child. I agree that this financial relationship will continue in effect with the above named professional as long as this therapist provides services or until I inform her that I wish to end it. I agree to pay for services rendered to this patient up until the time I terminate the relationship. I understand that I am responsible for charges for services provided by this therapist to this client, although other persons or insurance companies may make payments on this client's account as appropriate.

Signature: _____

Print: _____

Relationship to the patient: Self Other: _____

Date: _____



Confidentiality in Psychotherapy

What a client tells a therapist has always been treated as private. Our society recognizes that this confidentiality is the foundation of the trust we must have for therapy to work. However, the situation is not so simple that I can promise you that everything you tell me will never be revealed to anyone else. It is more complicated because there are sometimes when the law requires me to tell others, and there are some other limitations on our confidentiality. We need to discuss all of these so that there are no misunderstandings and no incorrect assumptions, and we are as clear as we can be about the limits of confidentiality. Because you can't unsay what you tell me, you must know about these rules at the beginning so that you don't tell me something you wish you had kept secret. These are important issues, so please read these pages carefully. Then we can then discuss any questions or concerns you might have.

What you tell me, since I am a Licensed Professional Counselor as well as a Licensed Addictions Counselor, is almost always confidential. Licensed counselors in this state are afforded privileged communications with specific exceptions which are also outlined in the professional ethics for my profession. I have listed below a few rare exceptions to our confidentiality:

ONE: There are laws written to protect persons from harm when, in a therapist's professional judgment, there is a danger to those persons from a client. Such instances would include:

a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect the other person(s). In that case I would have to tell the intended victim (if identifiable), and the police, or perhaps seek your hospitalization. This is called a third-party duty to warn.

b. If you threaten or act in a way which is very likely to harm yourself in a serious way, I may have to seek hospitalization for you, or to call your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a

very good reason not to. I work a lot with people who self-harm, and I rarely have to require hospitalization since most of the time the injury is not (and not intended to be) life-threatening.

c. In addition, my personal philosophy is such that I believe that an HIV+ person who, knowing their HIV status, chooses to engage in sexual contact (whether engaging in 'protected' or 'non-protected' sex) without first divulging their HIV status falls under this paragraph as being considered to threaten the life and well-being of another person. It is also a felony in South Carolina. In such a case, I would assist you in contacting the Health Dept. to implement the Partner Notification process (which does not result in your identity being divulged to the party at risk). This is not a case where I would be directly responsible for notifying a person at risk of harm. This comes under something called The Partner Notification Act.

d. In an emergency, where your life or health is in immediate danger, I may release, to another professional, information which would protect your life, without your permission if I cannot get it. If I do so, I will discuss this with you as soon as possible afterwards.

e. If I believe or suspect that a child, an elderly person, or a disabled person is being abused (or has been abused in the past 3 yrs) (by your neglect, assault, battery or sexual molestation), I must file a report with the appropriate state agency. I do not have any authority to investigate further into the situation to find out all the facts (The agency would investigate). This might involve the Dept. of Social Services/Adult Protective Services.

f. If you are in your third trimester of pregnancy (defined in SC as the beginning of your 24th week) and you are using illicit substances (illegal substances; substances for which you don't have a prescription) this would trigger a mandated report according to the Whitner law. This does not include alcohol.

g. Possession of child pornography is a federal crime. In March of 2019 a Greer, SC man was sentenced in federal court to 10 yrs in federal prison after pleading guilty to possession of child pornography. Since this is considered sexual exploitation of a child/children even though the victim may not be known and it may not involve actual physical interaction with a child, I would consider it a mandated reporting issue.

In any of the above situations, I would only reveal the least amount of information necessary to protect the other person and not tell everything you have told me. If any of these situations might be an issue for you, please let us discuss the legal aspects in detail and do this before you tell me any information on these topics.

TWO: In general, if you get involved in court proceedings, your records should be considered confidential; however, there are some situations where the judge may require me to testify

because (s)he believes the court needs my information to make a good decision. If a court Order is issued, I would be required to give up this information. This might include:

- a. In child custody or adoption proceedings where your fitness as a parent is questioned or in doubt, and/or in cases where a Guardian ad Litem (GAL) has been assigned. NOTE: A GAL has a court order to access records.
- b. Where your emotional, mental or psychological condition is important information needed for a court's decision.
- c. During a malpractice case or a disciplinary board hearing against a therapist.
- d. In a civil commitment hearing where you might be admitted to a psychiatric hospital.
- e. If you use your mental condition as a defense in court.
- f. When you are seeing me for court-ordered evaluations or treatment. In this case we would need to discuss confidentiality fully because you don't have to tell me what you don't want the court to know.
- g. If you are filing a claim for Workman's Compensation. Your records may be required to be released without your specific release according to SC Section 42-15-95.

THREE: If your therapy is a required adjunct to treatment by a medical doctor prescribing methadone or suboxone, and you do not keep appointments as recommended, I would need to advise the referent of this circumstance.

FOUR: Past Crimes: There is usually no duty to report past crimes unless the crime falls under the reporting statute (child abuse) or unless future harm is being threatened against a third party.

FIVE: There are a few other points about your confidentiality you must know about:

- a. I sometimes consult with other professionals/therapists about therapy cases. In such cases I do not reveal a client's name, and the other professional is also legally bound to maintain the confidentiality of such information. Similarly, when I am out of town or unavailable, another professional therapist may respond to phone calls to my office and I may need to give him or her limited information about my clients to affect such coverage.

b. I am required to keep treatment records (medical records), which include progress notes. You are entitled to review, with me, these records (see exceptions noted by HIPAA regulations).

c. If you use your health insurance to pay a part of my fees, I have to give the insurance company some information about our therapy. Insurance companies are guided by HIPAA regulations and should only receive a Designated Record Set (DRS) which includes your name, social security number, dates of first/last sessions and number of sessions, billing code, test results (if any), a symptoms and functionality checklist, and your provisional diagnosis (along with my fees/billing). It is against the law for insurers to release any information about our office visits to anyone else without your written permission (given only by signing a Release Form). While I believe the insurance company will act ethically and legally, I cannot control who sees this information at the insurer's office or in any office where you work. Note: If progress/case notes are requested, you will be notified, as this is not normal procedure.

d. If you have been referred (sent) to me by your employer or your employer's Employee Assistance Program, they may require some additional information beyond the DRS information described above. If this is your situation, let us fully discuss this before we talk further.

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

f. Children in treatment who are under the age of 18 technically do not confidentiality in SC, but they do have a reasonable right to privacy. In SC, parents/legal guardians (whether custodial or non-custodial) have a right to review their child's records, unless there is a court order preventing this, or unless the therapist fears for the child's well-being if released.

g. If you are participating in couples therapy with me and you choose to tell me something your spouse does not know, I cannot ethically agree to keep it from him or her, especially if it would harm him or her not to know. I will work with you to decide on the best way to handle situations like this. If you are working on your relationship, it would not be acceptable for me to know information each of you does not know, and it would be difficult for each of you to trust me if you wonder if I am harboring a secret.

h. In cases where I treat several members of a family (parents and children or other relatives) the confidentiality situation can become very complicated because I would have a mixture of responsibilities to different members. At the start we must clarify the purpose of

our treatment and my role in regard to your family or families. Only with this clarity can we figure out any limitations on confidentiality which might exist. It is generally recommended to have different therapists so as to avoid this confusion.

i. If you and/or your spouse have a custody agreement, or a court custody hearing, it would be advisable for you to let me know about it.

j. My rule is that you must agree that if counseling does not resolve the marital difficulties and you seek a divorce you will not request my testimony for either side. After all, the intent of couples' work is to allow full disclosure between the parties to work on the relationship and not to seek or use information gleaned from the therapy process against them.

k. If you are in group therapy the other members are not therapists and do not have the same ethical and legal rules. In general, you cannot be sure that they will keep confidential what you say in the group, although the intent to keep confidentiality would be stressed at the outset.

l. Any information which you share outside of therapy, voluntarily and publicly, will not be considered protected or confidential by a court.

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

SIX: You have also received a HIPAA Notice of Privacy Practices either in written or electronic form. By signing this document, you acknowledge receipt and agreement with the terms of this document.

SEVEN: It may become useful during the course of treatment to communicate by phone, email, text message (e.g. "SMS"), fax or other electronic methods of communication. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with me, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages
- Your employer, if you use your work email to communicate with me
- Third parties on the Internet such as server administrators and others who monitor Internet traffic

If there are people in your life that you don't want accessing these communications, please talk with me about ways to keep these kinds of communications safe and confidential. There are ways to encrypt communications. Otherwise, by signing this document, you agree that you are knowledgeable of these limitations and agree to the risks of using this type of communication.

EIGHT: If you want me send information about our therapy to someone else, you must sign a Release of Records form. I have such forms which you can review should you so desire.

As you can see, the laws and rules on confidentiality are complicated; however, you should now have enough information to enter treatment well informed. Also, while complications not dealt with here rarely come up in my practice, please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns and need more specific advice, I strongly suggest that you talk to an attorney to protect your interests legally.

The signatures here attest to the fact that we each have read, discussed, understand and agree to abide by the points presented above.

Client's Signature

Date: _____

Therapist's Signature



Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other
Cardholder Name (as shown on card):	
Card Number:	
Expiration Date (mm/yy):	<u>CVV:</u>
Cardholder ZIP Code (from credit card billing address):	

I, _____, authorize Three Little Birds Counseling, LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature _____ Date _____



HIPAA Notice of Privacy Practices

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

II. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH

INFORMATION (PHI). By law I am required to ensure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time as permitted by law. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office and on my website (www.tlbcounseling.com). You may also request a copy of this Notice from me, or you can view a copy of it in my office or on my website, which is located at (www.tlbcounseling.com).

III. HOW I WILL USE AND DISCLOSE YOUR PHI. I may use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. I may use and disclose your

PHI without your consent for the following reasons:

- 1. For treatment.** I can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. I may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care.
- 2. For health care operations.** I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.
- 3. To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. Example: I might send your PHI to your insurance company or health plan in order to get payment for the health care services that I have provided to you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office.
- 4. Other disclosures.** Examples: Your consent isn't required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.

B. Certain Other Uses and Disclosures Do Not Require Your Consent. I may use and/or disclose your PHI without your consent or authorization for the following reasons:

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.** Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. If disclosure is compelled by the patient or the patient's representative pursuant to state or federal statutes of regulations, such as the Privacy Rule that requires this Notice.**
- 5. To avoid harm.** I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public (i.e., adverse reaction to meds).
- 6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.**

7. **If disclosure is mandated by the SC Dept of Social Services.** For example, if I have a reasonable suspicion of child abuse or neglect.
8. **If disclosure is mandated by Adult Protective Services.** For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse.
9. **If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**
10. **For public health activities.** Example: In the event of your death, if a disclosure is permitted or compelled, I may need to give the county coroner information about you.
11. **For health oversight activities.** Example: I may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
12. **For specific government functions.** Examples: I may disclose PHI of military personnel and veterans under certain circumstances. Also, I may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
13. **For research purposes.** In certain circumstances, I may provide PHI in order to conduct medical research.
14. **For Workers' Compensation purposes.** I may provide PHI in order to comply with Workers' Compensation laws.
15. **Appointment reminders and health related benefits or services.** Examples: I may use PHI to provide appointment reminders. I may use PHI to give you information about alternative treatment options, or other health care services or benefits I offer.
16. **If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. NOTE: in cases where only a subpoena is issued, this provider will require a court order or the signature of a Release.
17. **If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law.** Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
18. **If disclosure is otherwise specifically required by law.**

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. **Disclosures to family, friends, or others.** I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven't taken any action subsequent to the original authorization) of your PHI by me.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI. These are your rights with respect to your PHI:

A. The Right to See and Get Copies of Your PHI. In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed. If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

B. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

C. The Right to Choose How I Send Your PHI to You. It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

D. The Right to Get a List of the Disclosures I Have Made. You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

E. The Right to Amend Your PHI. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will

make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

F. The Right to Get This Notice by Email. You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES. If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at:

Miranda Dobbins,
LPC-A
Three Little Birds
Counseling, LLC
(843) 779-5646
miranda@tlbcounseling.com

VII. NOTIFICATIONS OF BREACHES. In the case of a breach, **MIRANDA DOBBINS** requires to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, **MIRANDA DOBBINS** is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. **MIRANDA DOBBINS** bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

VIII. PHI AFTER DEATH. Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. **MIRANDA DOBBINS** may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

IX. Individuals' Right to Restrict Disclosures; Right of Access. To implement the 2013

HITECH Act, the Privacy Rule is amended **MIRANDA** is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full. (OCR clarifies that the adopted provisions do not require that covered healthcare providers create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, providers need to employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.)

The 2013 Amendments also adopt the proposal in the interim rule requiring **MIRANDA DOBBINS** to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. OCR clarifies that **MIRANDA DOBBINS** must provide you only with an electronic copy of their PHI, not direct access to their electronic health record systems. The 2013 Amendments also give you the right to direct **MIRANDA DOBBINS** to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that **MIRANDA DOBBINS** may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.

X. NOTICE OF PRIVACY PRACTICES (NPP) **MIRANDA DOBBINS** must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

XI. EFFECTIVE DATE OF THIS NOTICE: I acknowledge receipt of this notice on the date written below.

Signature: _____

Date: _____



Client Information Sheet

Date: _____ Single/Married: _____

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

Date of Birth: _____

Occupation: _____

Name of Spouse or Significant Other: _____

Minor Children? If yes, names and ages: _____

Referral Source: _____

Are you currently working with another therapist? (If so, who?)

Have you had any therapy experiences before? (If so, when?)

Prior Mental Health Diagnosis: _____

Are you on any medications at this time? If so, list them:

Contact in case of emergency: _____

DO YOU WANT TO DESIGNATE A FAMILY MEMBER OR OTHER INDIVIDUAL WITH WHOM
I MAY DISCUSS YOUR MEDICAL CONDITION? Yes/No

IF YES, WHOM? _____

NOTE: you may revoke or modify an authorization with regard to any family member or other individual but
such revocation or modification must be in writing.

What brings you here today?



Professional Disclosure Statement

INFORMATION FOR MY CLIENTS ABOUT MY PRACTICE

Welcome! I appreciate your trust and the opportunity to be of assistance to you. This letter is designed to answer some frequently asked questions about my practice and our relationship, so please read all of it before you sign it at the end to indicate your understanding of office procedures and your willingness to abide by these policies. As you read it, please jot down any questions that come to mind so we can discuss them at our first meeting. This document is yours to keep for future reference.

1. My approach to Psychotherapy: You can only make the best decisions if you have enough information and understanding of how psychotherapy works. Let me discuss some aspects of psychotherapy as I see it. I embrace an eclectic approach to counseling. In other words, my style is a combination of many techniques, some of which include cognitive-behavioral therapy, motivational interviewing, trauma-focused CBT, solution-focused therapy and others.

Therapy can be a large commitment of time, money and energy, so a counselor should be carefully chosen. I strongly believe you should be comfortable, encouraged and optimistic with the counselor you choose.

You have the right to ask me about other treatments for your condition and their risks and benefits. If you could benefit from any treatments I know about that I cannot provide, I have an ethical obligation to assist you in obtaining those treatments. If at any time you wish another professional's opinion and wish to consult with another counselor, I can assist you in finding someone qualified and provide them with any information needed, included a summary of the services you have been provided.

Psychotherapy is not like visiting a medical doctor in that it requires your very active involvement and efforts to change your thoughts, feelings and behaviors. I will ask for your feedback and views on your therapy, the efforts and progress we are making, and other aspects; and I will expect you to be open about these. Offering your views and responses when they are important to you, even if I don't ask, is one of the ways you can be an active partner in your therapy. There are no instant, painless, or passive cures, no "magic pills." Instead, there may be homework assignments, exercises, practice sessions, and record-keeping, and perhaps other projects.

Probably you will have to work on relationships and make long-term efforts. Change will sometime be easy and swift, but more often it will be slow and frustrating with a need for repetition. If treatment is not progressing, I cannot ethically just keep working with you. I may then suggest that you see another counselor or professional in addition to or instead of me. For example, I may suggest that you see a physician for evaluation or prescription of medications, or attend self-help group meetings. In that event, I would fully discuss my reasoning and recommendations with you ahead of time so that we can come to an agreement.

I see therapy as a collaborative process -- one which defines the problem areas to be worked on and where assistance is offered in making the desired changes. Periodically, together, we can evaluate our progress and goals and, if necessary, design a treatment plan, goals and methods.

As with any powerful treatment, there are both benefits and risks associated with psychotherapy. Risks might include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness; recalling unpleasant aspects of your history; missing work or school; or appearing or being judged as mentally disturbed or inadequate. Difficulties with people important to you may occur; family secrets may be disclosed; and, despite our best efforts, therapy may not work out well. Some changes may lead to worsening of your problems or even losses (for example, therapy may lead to the decision to separate or divorce).

Despite this, you should know that psychotherapy has been repeatedly scientifically demonstrated to be of benefit for most people and in most situations. Benefits might include the lifting of a depression or no longer feeling afraid or angry or anxious. You will have the opportunity to "talk things out" fully and completely until you are satisfied. Relationships and skills may improve dramatically. You may be better able to cope with social or family relationships, and so receive more satisfaction from them. You may better understand your personal goals and values and thus grow as a person and become more mature.

I do not take on clients whom, in my professional opinion, I cannot help using the techniques I have available. I will, therefore, enter our relationship with optimism and an eagerness to work with you.

2. Meetings

Most meetings are usually in 50 to 60 minute intervals. We will schedule our meetings cooperatively for our mutual convenience. Since I typically practice therapy, we will meet more often over the first three or four months and then less often over several more months. A typical schedule is as follows: once a week for the first couple of months; then once every two weeks for the next few months; then spaced to three or four weeks in between sessions.

An appointment is a commitment to our work and a contract between us - we each agree and promise to be here and on time. On occasion, I may not be able to start on time. For this I ask your understanding and assure

you that you will receive the full time agreed to. If you are late we will probably be unable to meet for the full time scheduled as it is likely that I have another appointment scheduled after yours.

Your session time is reserved for you. Reality does not always allow us to keep our promises, but a canceled appointment is an interruption in our work which will delay completing it. I am rarely able to fill a canceled hour unless I have a week's notice. I will make our meetings a first priority and ask you to do the same to keep missed hours to a minimum. If they exceed one every three months or so, I will have to charge you for the lost time.

4. Fees

In any professional relationship, payment for services is an important issue. This is even more true in therapy, where clarity of relationships and responsibilities is one goal of treatment. You are responsible for assuring that services are paid for; this demonstrates your seriousness, sincerity and maturity. My current regular fee for therapy services are \$75 per hour.

I will assume that our agreed-upon financial relationship will continue in effect as long as I provide services or until you inform me that you wish to end it. I will expect you to pay for any services rendered to you until the time our relationship is terminated.

5. Contacting me: Out of consideration I usually do not take calls when I am in session with a client; I will note the call and, as soon as I can, pick up any messages left. If you leave a message, calls are usually returned by the end of that business day. In the case of an emergency, if you cannot reach me, you might call your personal physician, go the nearest emergency room and ask for the psychiatrist, psychiatric resident or house officer on call, or call the ER at 9-1-1. Other possibilities include:

Mobile Crisis (a division of mental health that is available 24 hours per day to Charleston and Dorchester County residents) at (843) 414-2350 and HOTLINE (211 or 747-HELP) which is a 24 hour counseling and/or crisis line available throughout the state.

Email and text correspondence should be kept to a minimum and address specific appointment-related issues – such as rescheduling or confirming an appointment time.

I am also a tele-health provider. I use Doxy.me, which is specifically HIPAA-approved and easy to use. You do not not have to have to install any software and it can be used with your mobile phone, laptop or other device.

8. Confidentiality

I regard the information you share with me with the greatest respect so I want us to be as clear as possible about how it will be handled. In general, I will tell no one what you tell me. The confidentiality of our conversations, including your records, is legally protected by federal and state law, including HIPAA, and by my profession's ethical principles, in all but a few rare circumstances. These are outlined in my handout on Confidentiality and Psychotherapy which is also being provided to you.

Also, as outlined in my Confidentiality document, communication through electronic communication is generally not secure. By signing this document, you consent to the use of unsecured email and mobile phone text messaging to transmit information relating to scheduling appointments, and information on billing and payment.

10. Your case records

You have the right to review your medical record (see limitations in HIPAA section of Confidentiality handout) in my files at any time, to request additions or corrections, and to obtain copies (with your written permission) for other professionals to use.

SC law also requires that I keep your case records in a secure place for at least 10 years after we last meet or have any contact. (For minors, the law states such records be maintained for at least 5 years and in the case where a minor is 13 yrs of age or less, up to 5 years after the age of majority, or 18 years old).

11. Termination

Termination is inevitable. It should not be done casually, as it can be made a most valuable part of our work. If you would like to take a "break" from therapy, we should discuss this so as to make it most productive.

12. Evaluation of treatment

If at any time, you feel dissatisfaction with any aspect of therapy, please discuss your views, reasons, concerns or plans or whatever is troubling you with me as soon as possible so we can resolve the problem.

13. Complaint procedures

If you are dissatisfied with any aspect of my work please raise your concerns with me immediately. Dissatisfactions will make our working together slower and more difficult if not resolved. If you feel that you have been treated unfairly or even unethically, by me or any other counselor, and cannot resolve this problem with me, you can contact the S.C. Board of Examiners (mailing address: PO Box 11329, Columbia, SC 29211; phone number (803) 896-4658) and speak to the Chairperson of the Ethics Committee for clarification or to lodge a complaint. There may be other options which I would be glad to expound upon if you so desire.

14. Additional points

Code of Ethics: Like any health care professional, I have an ethical responsibility and am also available to answer professional questions which you have the right to raise. I fully abide by the Ethical Principles of the American Mental Health Counselor Association and the S.C. Board of Examiners for Licensed Professional Counselors.

Out-of-Office Contact: As a result of our special, professional relationship, one frustration of being a counselor is that I cannot now nor will I ever be your "friend." I will not see you socially or enter into any business or other relationship besides the therapeutic one, no matter how rational or beneficial it may seem at the time. For this reason, my licensure board mandates that we not request or accept friend requests on social media sites like Facebook. If we meet on the street or socially, I will minimize our conversation so as not to run any risk of breaching confidentiality in an open environment. I will never introduce you to someone I may be with as "a client". You are welcome to approach me if you wish to, but please know I will not initiate any contact in respect for your privacy. Also, I will never betray your trust nor could we ever enter into or pursue a sexual relationship, as that would be highly unethical.

Non-Discrimination: In my professional practices, as counselor, consultant, mediator, guardian and/or teacher, I do not discriminate in accepting and treating patients, clients, students or others on any of these bases: age, gender, marital status, race, color, religious beliefs or creed, belief, ancestry, national or ethnic origin, ethnicity, location of residence, physical or mental disability or handicap, veteran status, sexual orientation, health status, having a criminal record unrelated to present dangerousness, or in violation of federal, state or local laws or executive orders. This is both a personal commitment and is made in accordance with federal, state and local laws and regulations. If you believe you have been discriminated against please bring this matter to my attention immediately.

17. Agreement

I have read (or had read to me) the issues and points stated above, discussed them where I was not clear about those points, had my questions fully answered, and understood and agree to comply with them, I hereby agree to enter into psychotherapy with this counselor as indicated by my signature below.

Client

Date

I, the counselor, having interacted for a suitable period of time, find no reason to believe that client(s) is/are not fully competent to give full consent to treatment. Furthermore, believing the issues raised above are fully understood, and because I have personally informed the client(s) of the above-stated issues and points, discussed them, and responded to all questions raised, I agree to enter into psychotherapy with client(s) as indicated by my signature below.

Counselor

Date

I truly appreciate the opportunity you have given me to be of professional service to you and am happy to receive your questions, comments, suggestions or concerns at any time.