

INFORMATION FOR MY CLIENTS ABOUT MY PRACTICE

(Professional Disclosure Statement)

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. As you read it, please jot down any questions that come to mind so we can discuss them at our next meeting. This document is yours to keep for future reference. If you have not already received this document ahead of time and had time to read it, *the next time we meet I would ask that you be willing to sign my copy of this document* so as to indicate your understanding of office procedures and your willingness to abide by these policies.

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 or rational behavior therapy, Gestalt techniques, free association, rational emotive therapy, short-term psychodynamic therapy, traumatic incident reduction therapy, eye movement desensitization and reprocessing 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

I usually schedule 90 minutes for the first introduction/assessment and information-gathering session; future meetings are usually in 50 to 60 minute intervals. We will schedule our meetings cooperatively for our mutual convenience. Since I typically do brief 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 weeks; then once every two weeks for the next few meetings; 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 unless I am able to fill it (your insurance will not cover this charge).

I do not have available personnel to supervise children in the reception area while we are meeting. Therefore, I request that you do not bring children with you *that need supervision* unless you have someone who can sit with them.

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 assessment services is \$200 for a 90 minutes session; and therapy services are \$125 per hour. For clients who have insurance, there are specific contract rates, deductibles, co-pays and/or co-insurance amounts, and if you don't know the specifics of your policy, I can have my medical biller investigate the correct amounts to be paid. In unusual circumstances we may, before the end of our first meeting, negotiate other arrangements. In addition, I charge \$100 for report-

writing and \$100 per hour for court appearances. For those utilizing my services as a mediator, my fee is \$175 per hour; for those utilizing my services to oversee visitation, my fee is \$60 per hr. plus travel costs averaging \$25 per hr. For those utilizing my services as a Guardian ad Litem, my fee is \$75 per hr. The fees applicable to you will be outlined on your Agreement to Pay form.

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. Billing, insurance and payments

Unless we have other arrangements, I would greatly prefer that you pay for each session (or any approved co-pay) at the end of the meeting. Please do not interpret this as any distrust of you or lack of faith in your responsibility and maturity. In my experience, I have found that this arrangement keeps our attention focused on our goals and makes it most productive. If paying by check, I suggest that you make out your check before each session begins so that our time will be used most productively. I will accept post-dated checks, if necessary.

If you have health insurance which may pay a portion of my fee, if I am not already an approved provider, I will help you with your insurance claim forms or provide you an insurance form known as a 'superbill'. However, please bear in mind that you are responsible and not your insurance company, for paying the fees we agreed upon. If I have agreed to bill a third party for your copays or services, and they do not make timely payment after being appropriately invoiced, then payment will be expected from you (the client). If there is any problem with my charges, billing, your insurance, or any other point, please bring it to my attention and I will do the same with you. Such problems can interfere greatly with our work and must be resolved openly and without delay.

6. Insurance coverage and reimbursement

As a Licensed Professional Counselor, my services for evaluation and psychotherapy are partly reimbursable to you under many health insurance plans. For some plans you may need to get a physician's referral for psychotherapy, which must be dated before we meet; so read your plan carefully. Because health insurance is written by so many companies, I may not be able to tell what your plan covers. Please read your plan's booklet under coverage for "Out-patient Psychotherapy" or "Behavioral Health coverage" and call their office to find out the information you need. You are responsible for verifying your insurance coverages,

deductibles, reimbursement rates, co-payments, and other aspects because the contract is between you and the company - not between me and the insurance company. If I am already an approved provider for your insurance plan, that will make things a lot easier. Currently I am a provider for most of the Blue Cross plans, Aetna, Cigna, United Healthcare and the Magellan group, as well as many employee assistance programs.

You can apply for reimbursement by simply mailing them my Statement (something called a 'Superbill' which is similar to a HCFA 1500 form) and a completed copy of their Claim Form which you can get from your employer's Benefits Office or by calling the insurance company. You will know the information sought on the front of the form and my Statement meets their information needs, so just attach it to the back of their Claim Form and send it to them. Insurance companies are now guided by HIPAA regulations and only if requested 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). This DRS becomes part of your permanent medical record, and although my experience indicates that a negative reflection is not at all a likely result, its possible influence on your future should be discussed with me if you are concerned. Basically, my policy is to provide the minimum information necessary for you to obtain reimbursement.

If you belong to an HMO or any other managed health care programs they will have rules, limitations and procedures which we should discuss. Please bring your health insurance card with you to our first meeting so that I can have my medical biller check out the limits and specifics of your policy. By signing this statement, unless otherwise discussed, you give me permission to allow my medical biller to contact your insurance carrier to check on policy details and to file medical claims for you.

7. Contacting me: Out of consideration I usually do not take calls when I am with a client; I will note the call and, as soon as I can, pick up any messages left on my answering machine. My mailing address is 215 East Bay St., Suite 201-D, Charleston, SC 29401. I cannot always be reached by phone immediately, but the office number is (843) 723-8002. If you leave a message, calls are usually returned by the end of that business day. In the event of emergency or if you have the need to reach me quickly, call (843) 834-7859, and if I cannot answer immediately, it will take a voice message and page me immediately thereafter; this is in operation 24 hours a day. Generally, messages are picked up and calls returned daily except on weekends and holidays. In emergencies, however, your calls will be returned as quickly as possible. In a dire 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.

I have found, in most cases, that telephone counseling is not very effective. If you need more than five minutes of my time to resolve an issue, it is better to make an appointment.

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.

I retain a billing person to process insurance claims, and she makes every effort to preserve the confidentiality and anonymity of all my clients. She does not see my clinical records. Generally we will not use your name on the telephone so as to further protect confidentiality. I also ask each client to abide by the Golden Rule which would preclude your disclosing the identity (or names) of any other clients being seen at this office (or whom you encounter here in the office or in the waiting room).

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.

9. My way of doing therapy

Each counselor has been taught and has expanded upon a way of doing therapy, where we have developed rules or methods which have worked well. I will be happy to explain or clarify these if you would like more information.

I often lend books, which you may keep as long as they are of use to you; but

(unless otherwise instructed) I ask you to return them so that I may lend them to other clients. I may also give you photocopies of articles or informational handouts which are yours to keep.

I often take notes and sometimes ask my clients to take notes, both during the session and at home. Periodically I will also negotiate homework assignments with you. These can be a crucial component of personal change and if you are willing to fully participate with these tasks, you will maximize your therapy dollars.

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 13 years).

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 "vacation" 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. Contact person

If, during our work together there is an emergency or I become concerned about your personal safety or the possibility of your injuring someone else, I am morally and legally obliged to contact the person you identified upon completion of your intake information.

14. My background

Because we all need to know we are in good hands, I indicate my credentials

below. If you wish more information on my background or training, please feel free to ask. I am a Licensed Professional Counselor, a National Certified Counselor, a Licensed Professional Counselor Supervisor, a Master Addictions Counselor, a Certified Addictions Counselor II, and have a Master's Degree in Clinical Counseling from The Citadel; I am also a mediation practitioner member of the Assn. for Conflict Resolution and a guardian ad litem. I have worked within employee assistance programs and agency settings (Mental Health) and have been in private practice since 1989. Prior to that, I was a paralegal and in Personnel Management for many years. I have training and experience in individual and marital therapy and also in many specialty areas. I am a member of the American Mental Health Counselor Association and many other organizations and have received training from Master's & Johnson in trauma and dissociation. I have also been trained in Eye Movement Desensitization and Reprocessing. I am also currently on the Board of Directors of the SC Assn for Licensed Professional Counselors and the SC Assn. of Alcohol & Drug Abuse Counselors.

15. 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.

16. Additional points

Private Practitioner: By the way, I sometimes allow another counselor to share my office space, however each of us operates independently and is solely responsible for the quality of the care he or she provides.

Expert Testimony: It is possible that, if you are married or have children, you may become involved in a divorce or custody dispute. If this occurs, I want you to understand that I do not provide expert testimony in court in these types of cases, and that you should engage a court-appointed child custody evaluator. This decision is based on two reasons: (1) my evaluations will be seen as biased in favor of my client because we have a therapeutic alliance, and (2) because the testimony might negatively affect our therapeutic relationship, and I must put your interests first. In addition, child custody evaluations are quite extensive and involve visits to both caregivers' homes, observing each of them with their children, etc.

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 advises 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 this would be highly unethical.

Recovering Memory Work: People often approach me to help them recover memories of past traumas. I do not employ hypnosis as part of the techniques I use. I will be happy to work with you to sort out troublesome memories, intrusive thoughts, dreams, etc., however memory work often does not have concrete resolution. Regardless of whether we can prove that a memory or dream is based on fact, we can work with the feelings associated with same.

Limitations: I am not licensed or trained to practice law, medicine, social work or another profession and am not willing nor capable of giving you trustworthy advice from other professional points of view.

Non-Discrimination: In my professional practices, as counselor, consultant and 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.