Professional Disclosure Statement

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Introduction: Welcome to my practice! This document is designed to inform you about my background and to ensure that you understand our professional relationship. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

I earned my Ph.D. in counseling at the University of Florida in 1991 and have worked as a mental health counselor, rehabilitation counselor, or counselor educator since 1985. I worked in private practice in Illinois for 3 years while also serving as a full-time counseling faculty member at Northern Illinois University. Recently, I retired from Western Carolina University where I taught in the Human Services Department for almost 25 years while providing therapy in my pro bono private practice. Currently, I live in Holly Springs, NC where I established my private practice, Wake Counseling & Consulting PLLC in 2019.

Mental Health Therapy Services/Theoretical Approaches: I offer my counseling/psychotherapy services to individuals who are 18 years of age or older. I take a holistic, humanistic, developmental approach to people's problems. This means I will work with you on developmental and transitional issues which may be causing you distress using a combination of theoretical approaches and techniques based on your individual needs. Psychotherapy calls for a very active effort on your part. In order for your therapy to be most successful, it's very important that you work on things we talk about both during our sessions and at home. In fact, most of the progress you will make in therapy will be determined by how much you work on your goals in your life outside of therapy. Psychotherapy 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, psychotherapy 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 few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, 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. Therapy 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.

Meetings: I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-60 minute session per week at a time we agree on, although some sessions may be longer or more frequent. 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 both

agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time to reschedule the appointment. If you cancel or miss three or more sessions, I will assume you no longer wish to remain in treatment and your therapy may be concluded, or a referral will be provided.

Fees: My hourly fee is $150. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge $350 per hour for preparation and $500 per hour for attendance at any legal proceeding or deposition.

Office Hours: Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 a.m. and 9 p.m., I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently. I will make every effort to return your call within 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. **If you are unable to reach me and feel that you can't wait for me to return your call or you are feeling suicidal/homicidal, follow your crisis plan, contact your physician or emergency room, go to your nearest emergency room, or call 911.**

Confidentiality: The law protects the privacy of all communications between a patient and a mental health therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

• I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

• You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

• Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

• If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

• If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

• If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
• If a patient files a worker's compensation claim, and my services are being compensated through workers compensation benefits, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.
• If your insurance company audits your record, I must, upon appropriate request, provide a copy of the patient's record to the patient's insurance company. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.
• There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I believe that a patient presents an imminent danger to his/her health or safety, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

- If I have cause to suspect that child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the County Director of Social Services. Once such a report is filed, I may be required to provide additional information.

- If I believe that a patient presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim if identifiable, and/or calling the police.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Professional Records: The laws and standards of my profession require that I keep Protected Health Information about in your Clinical Record. (It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.) Except in unusual circumstances that involve danger to yourself and/or others or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. (Your clinical record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.) 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 of $.50 per page (and for certain other expenses). If I refuse your request for access to your records, you have right of review, which I will discuss with you upon request.

Patient Rights: HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Minors: It is my policy not to provide treatment to an individual under 18 years of age.

Billing and Payment: You will be expected to pay your copay, deductible, or out-of-pocket fee if you are not using insurance, for each session at the time it is held. 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 patient's treatment is: name, nature of services provided, and amount due. If such legal action is necessary, its costs will be included in the claim or charged to the client.

Insurance Claims: In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy, or we can discuss out of pocket payment. You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

By signing this Agreement, you agree that I can provide information to your carrier. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services to avoid the problems described above, unless this is prohibited by your insurance contract. Your signature below indicates that you have read the information in this document and agree to abide by its terms.

Complaint Procedures: If you should become dissatisfied with our work, please inform me immediately in order for us to resolve the problem. I abide by the ACA Code of Ethics (http://www.counseling.org/Resources/Codeofethics/TP/Home/ CT2.aspx.) If you think that you have

been treated unfairly or unethically in the counseling relationship, you can contact the North Carolina Board of Licensed Professional Counselors at P.O. Box 77819, Greensboro, NC 27417, (844) 622-3572, for clarification of complaint. E-mail: LPCinfo@ncblpc.org.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

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Patient Signature Date

_____ _____

Therapist Signature Date