



Sacred Space Counseling Center DFW
800 Airport Freeway, Suite 745
Irving, Texas 75062

Professional Disclosures/Informed Consent for Adult

This document contains important information pertaining to our business policies and professional services. Once signed, you and your counselor are entering into a professional agreement. Please keep a copy as a reference.

About Counseling. Professional Counseling is conducted in a variety of ways depending on the theoretical orientation of your Counselor. There are many variables that affect the process. I may use various methods or techniques to help you. You have a right to know what therapeutic techniques we might employ and the rationale behind these. Therapeutic progress relies on good communication. If you have any questions, concerns or feelings about anything that happens during therapy, please do not hesitate to discuss these with me. We will create an individualized treatment plan based on your needs and goals. My focus is to help you attain the goals you set for yourself. Therapy will require an active approach on your part and success may depend on the effort you put forth both in session and out.

Counseling can be an intimate and life altering process and contains both benefit and risks. I will partner with you as you seek insight and understanding in the process of change. During therapy we may discuss sensitive subjects that can bring up unpleasant or painful memories or feelings and can cause discomfort. Although, it is impossible for me to guarantee successful results, counseling has been shown to improve relationships, promote individual growth, and facilitate decision-making.

Some clients only need a few sessions to meet their goals, while others may choose to participate in counseling for months or even years. As a client, you may end our sessions at any time without any further moral, legal, or financial obligation, although, I do ask that you participate in a final session for closure. At any time, you or I may initiate discussion of possible effects of continuing counseling.

You have the right to decide to discontinue receiving counseling services from me; if you wish I can provide you with the names of other qualified therapists. If at any time you are dissatisfied with my services, please let me know. If I am unable to resolve your concerns, you have the right to address any complaints against licensed professional counselors to the:

Texas State Board of Professional Counselors

Address: 1100 West 49th St., Austin, TX 78756

Phone: 1-800-942-5540.

An intake session can last up to 90 minutes. Our regularly scheduled sessions will last for 50 minutes. The success of counseling often relies on the continuity and regularity of our meetings. Once we agree to a regular time, I will reserve that hour specifically for you. I realize that on occasion you may need to cancel or reschedule an appointment, I require that you provide me with at least 24 hours of advance notice in order to avoid being charged for a missed session. If you are unable to do so, you will be charged the agreed upon missed appointment fee as indicated in the Sacred Space Counseling Center, PLLC Financial Agreement.

If you have an emergency after hours, please call 911 or go to the nearest emergency room. We do not have the staff nor are we equipped to provide emergency mental health treatment.

Financial Information and Consent. All fees are due at the time of service. Fees may be paid with cash, check, or credit card. The standard and customary fee for an individual 50-minute session is \$120.00. Your fee will be discussed and agreed upon prior to our first meeting. I reserve the right to adjust fees during the course of therapy. If I do so, I will notify you in writing at least three weeks prior to raising a session fee.

Returned Checks. You will be charged a \$35 processing fee for any returned checks. If a check is returned, you will need to make cash payment for the amount of the session with the additional \$35 processing fee. I reserve the right to ask for cash payments, if a check is returned.

Cancelled Sessions/ No Shows. As discussed earlier, if you miss a session or cancel with less than 24 hours notice, you will be charged the agreed upon missed appointment fee as indicated in the Sacred Space Counseling Center, PLLC Financial Agreement. A no show is defined as missing a session without prior notice. If you no show, you will be charged a regular session fee. If you miss two sessions without prior notice, I will consider that you are no longer interested in counseling and will close out your file.

Telephone Consultations. I realize that occasionally a situation might arise that makes it necessary for you to contact a me outside of the regularly scheduled session time. If this should occur, I ask that you contact me and leave a message. I will return your call at my earliest convenience. Any phone calls over 10 minutes will be prorated at your regular rate. Do NOT call me if you are in an emergency. I may not receive your phone call immediately. Please call 911 or go to the nearest emergency room. I am not equipped to handle psychiatric emergencies.

Other Professional Services. Other professional services will be billed at the regular rate. These include: attending a meeting, preparation records, or writing a treatment summary.

Regarding Court, Depositions, Subpoenas, or other Legal Matters.

Insurance. I do not currently accept any insurance. However, I am happy to provide you with monthly statements that you may submit to your insurance for possible reimbursement. It is always your responsibility to pay in full our agreed upon fee for services at the time service is rendered.

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 insure 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 of 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. 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.sacredspacedfw.com or www.connectgrowheal.com

III. HOW I WILL USE AND DISCLOSE YOUR PHI

I will 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 will use and disclose Protected Health Information (PHI) about you to manage your health care and related services.
2. For health care operations. I may disclose your PHI to conduct business and support health care operations. Examples include, but are not limited to the evaluation of the quality of health care services that you have received, documentation, audits of accurate billing. 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 to 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, or 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 severer 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 Health and Safety Codes or to corresponding 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 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 State Child Abuse and Neglect Reporting law. For example, if I have a reasonable suspicion of child abuse or neglect.
8. If disclosure is mandated by the State Elder/Dependent Adult Abuse Reporting law. 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 treatments 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 tecum (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
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. Sale of Practice or Discontinue of Practice. I may use and/or disclose your PHI to another health care provider or facility in the consolidation or sale of my practice in the event of unforeseeable death or incapacitation of myself.
19. 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 14 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 of 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, vial 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 disclosure 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 reason 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: Sacred Space Counseling Center + 800 W. Airport Freeway Ste. 745, Irving, TX 75062.

VII. NOTIFICATION OF BREACHES In the case of a breach, I am required to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, I am ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, Office for Civil Rights (OCR) must be notified in accordance with instructions posted on its website. I bear 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, 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. I 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 amended I am 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 created 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 myself 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 I 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 me to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that I 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 My notice of privacy practices must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require privacy 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 This notice went into effect on January 1, 2015.

-----*To be completed at Sacred Space Counseling Center with your assigned therapist*-----

I have read, understand and agree to the informed consent and policies stated above.

My signature below indicates that I consent to participate in evaluation and/or treatment, and I have had my questions answered concerning this document to my satisfaction.

My agreed upon fee will be: _____ per session. This fee will be payable upon receipt of services.

Client Name: _____

Signature: _____

Date: _____

Counselor Name: _____

Counselor Signature: _____

Date: _____