

HIPPA/Consent to Treatment

You, or a member of your family, is about to become involved in counseling with a trained and licensed Counselor. We wish to take this opportunity to welcome you and also to state some basic principles we believe essential in establishing a good counseling relationship between us. Please read through this information, asking questions as needed.

Parents Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify the therapist immediately. I will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child. If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child. I believe it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment. One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapists regarding the child's treatment. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides the therapy should end, I will honor that decision, unless there are extraordinary circumstances. However, in most cases, I will ask that you allow me the option of having a few closing sessions with your child to appropriately end the treatment relationship.

Individual Parent/Guardian Communications with Me

In the course of my treatment of your child, I may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, my client is your child – not the parents/guardians nor any siblings or other family members of the child will be identified therapy clients with rights of psychological privilege unless a separate written contract is made to conduct family therapy mutually agreed to by the therapist and the parents. If I meet with you or other family members in the course of your child's treatment, I will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record as mandated by law.

Mandatory Disclosures of Treatment Information

In some situations, I am required by law or by the guidelines of my profession, to disclose information, whether or not I have your or your child's permission. I have listed some of these situations below. Confidentiality cannot be maintained when:

- The Child tells me they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian or others of what the child has told me and how serious I believe this threat to be and to try to prevent the occurrence of such harm.
- The Child tells me they plan to cause serious harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the very near future. In this situation, I must inform a parent or guardian or others, and I may be required to inform the person who is the target of the threatened harm [and the police].
- The Child is doing things that could cause serious harm to themselves or someone else even if they do not intend to harm themselves or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- Child patient tells me, or I otherwise learn that, it appears that a child is being neglected or abused physically, sexually or emotionally or that it appears that they have been neglected or abused in the past. In this situation, I am required by law to report the alleged abuse to the appropriate state child protective agency (DHR).
- I am ordered by a Court to disclose information with proper releases or other legal exceptions.

Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the therapist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This includes activities and behavior that you would not approve of – or might be upset by – but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

Example: If your child tells me that he/she has tried alcohol at a few parties, I will keep this information confidential. If your child tells me that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, I will NOT keep this information confidential from you. If your child tells me, or if I believe based on things I learned about your child, that your child is addicted to drugs or alcohol, I will NOT keep that information confidential.

You can always ask me questions about the type of information I would disclose. You can ask in the form of “hypothetical situations,” such as: Even when we have agreed to keep your child’s treatment information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so. Also, when meeting with you, I may sometimes describe your child’s problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Disclosure of Minor’s Treatment Records to Parents

Although the laws of the State of Alabama may give parents the right to see any written records I keep about your child’s treatment, until the age of 14, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with me and you agree not to request access to your child’s written treatment records unless ordered by a Court or to transfer the record to another provider who is serving your child. As provided elsewhere in this Informed Consent, I do not wish to be involved in the legal system or to speak with anyone regarding testifying in Court. If I am required to testify, I am ethically bound NOT to give my opinion about either parent’s custody, visitation suitability, or fitness. Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me for those amounts stated otherwise in this Informed Consent.

Structure and Cost of Sessions

We agree to provide psychotherapy for the fee of \$115 per 55-minute session, unless otherwise negotiated by you or your insurance carrier. Doing psychotherapy by telephone is not ideal and needing to talk to us between sessions may indicate that you need extra support. If this is the case, we will need to explore adding sessions or developing other resources you have available to help you. Telephone calls that exceed 10 minutes in duration will be billed at quarter hour increments of hourly fee. The fee for each session will be due at the conclusion of the session. Cash, personal checks, or credit cards are acceptable for payment, and we will provide you with a receipt of payment. The receipt of payment may also be used as a statement for insurance if applicable to you. Please note that there is a \$25 fee for any returned checks. Insurance companies have many rules and requirements specific to certain plans. Unless otherwise negotiated, it is your responsibility to find out your insurance company’s policies and to file for insurance reimbursement. We will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

Cancellation Policy

We acknowledge that at times there are reasons for a cancelled/missed appointment due to emergencies, illness or obligations to work or family. However, when you do not contact us to cancel an appointment in a timely manner, we are unable to fill the appointment time with another client who may be in need of counseling. If you cancel your appointment within 24 hours of your appointment, we will add a \$25 late cancellation fee to your account (barring any unforeseen emergency as described above). If you do not contact us and you miss your appointment, there will be a \$50 no show/missed appointment fee. This cancellation policy doesn’t apply to Client’s with Medicaid and EAP insurances.

In Case of an Emergency

Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform us, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. Generally, we will return phone calls within 24 hours. However, we do not return calls, texts, or emails on weekends and holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below:

- **Call National Suicide line 1 800 273 8255**
- **Visit a local Emergency Room**
- **Call 911**

Professional Relationship

Psychotherapy is a professional service we will provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of therapist and client. If we were to interact in any other way, we would then have a "dual relationship," which could prove to be harmful to you in the long run and is, therefore, unethical in the mental health profession. Dual relationships can set up conflicts between the therapist's interests and the client’s interests, and then the client’s (your) interests might not be put first. In order to offer all of our clients the best care, our judgment needs to be unselfish and purely focused on your needs. This is why your relationship with us must remain professional in nature.

Additionally, there are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may need to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change.

You should also know that therapists are required to keep the identity of their clients confidential. For your confidentiality, we will not address you in public unless you speak to us first. We must also decline any invitation to attend gatherings with your family or friends. Lastly, when your therapy is completed, we will not be able to be a friend to you like your other friends. In sum, it is my ethical duty as a therapist to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way, they are strictly for your long term protection.

RECORDS

You will be required to have a written authorization on file before we can release any medical records to another party. There is a fee for records of .25 cents per sheet. You have the right to revoke any release; however, your request must be in writing. Revocation is not valid to the extent that you have acted in reliance on such previous authorization. A judge can subpoena your records for a variety of reasons, and if this happens, we must comply. We can be called to testify about the contents of the records and we must comply. Your records will be maintained for 7 years. After this time, Jordan Counseling will shred and dispose of your record. Records are maintained and stored using Simple Practice, LLC services. You have a right to inspect and purchase records but the counselor may deny your request. There is a fee for copying and mailing of records. This fee is determined by the size of your record. Clients can request a release of their medical records. Fees of .25 cents per sheet do apply. Client requests for records are processed within three days and will be sent via fax or email. Add two additional days for paper requests of records. Client also agrees to allow an outside party to review medical records if request for medical records is denied by Jordan Counseling. Clients will not be released records that could harm them in some way or detrimental to their treatment.

- **Right to Add Information or Amend Your Medical Records:** You may request to amend your records; however, Jordan Counseling has the right to deny your request. If Jordan Counseling denies your request, you have the right to file a disagreement statement. This statement and your response will be filed in your record. Please note that all amendment requests must be in writing.
- **Right to an Accounting of Disclosures:** HIPAA enables clients to learn to whom Jordan Counseling has disclosed their private health information. The accounting of disclosures will cover up to six years prior to the client's request date, beginning with the date the counselor came into compliance. The accounting does not include information about disclosures that Jordan Counseling made: to carry out treatment, payment, or healthcare operations; that the client authorized with a signed release form; to the individual client; for national security or law enforcement.
- **Right to Request Restrictions on Uses and Disclosures of Your Health Information:** Under the HIPAA privacy regulations, you have a right to request that Jordan Counseling restrict its use or disclosure of your private health information in certain situations. This request must be made in writing. Jordan Counseling will consider requested restrictions. However, Jordan Counseling has no obligation to agree to any such request, nor is it required to cite a reason for refusing to do so.

RIGHT TO REQUEST WHERE WE CONTACT YOU

As communicated on your demographic intake form you have the right to communicate how you prefer to be contacted. We cannot ensure the confidentiality of any form of communication through electronic media. You are advised that any email sent to Jordan Counseling via a computer in a workplace environment is legally accessible by an employer. Counseling concerns cannot be discussed through text messaging or email transmission. Counseling can only be completed over the phone, video, (if scheduled as an appointment) or in the office. In counseling and many other services we provide, major life decisions are sometimes made, including decisions involving separation within families, development of other types of relationships, changing employment settings, and changing lifestyles. The decisions are a legitimate outcome of the counseling experience as a result of an individual's calling into question many of their beliefs and values. Furthermore, symptoms may be intensified and the emotional experience may be too intense to deal with at this time. We will be available to discuss any of your assumptions or possible negative side effects in our work together.

Technology Statement

In our ever-changing technological society, there are several ways we could potentially communicate and/or follow each other electronically. It is of utmost importance to us that we maintain your confidentiality, respect your boundaries, and ascertain that your relationship with us remains therapeutic and professional. Therefore, I've developed the following policies:

Cell phones: It is important for you to know that cell phones may not be completely secure or confidential. Jordan counseling does utilize Google voice for cellular texts. However, we realize that most people have and utilize a cell phone. If this is a problem, please feel free to discuss this with us.

Text Messaging and Email: Both text messaging and emailing are not secure means of communication and may compromise your confidentiality. We realize that many people prefer to text and/or email because it is a quick way to convey information. However, please know that it is our policy to utilize these means of communication strictly for appointment confirmations (nothing that could be inferred as therapy). Therefore, please do not bring up any therapeutic content via text or email to prevent compromising your confidentiality. If you do, please know that this is not a confidential means of communication. You also need to know that we are required to keep a summary or copy of all emails and texts as part of your clinical record that address anything related to therapy.

Facebook, Social Media Etc.: It is our policy not to accept requests from any current or former clients on social networking sites such as

Facebook, LinkedIn, Instagram, Pinterest, etc. because it may compromise your Confidentiality and blur the boundaries of your relationship. We do have a professional Facebook account where you are welcome to "follow" us. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Jordan Counseling. Please refrain from making contact with us using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

Faxing Medical Records: If you authorize us (in writing) via a "Release of Information" form to send your medical records or any form of protected health information to another entity for any reason, we may need to fax that information to the authorized entity. It is our responsibility to let you know that Jordan Counseling utilizes SRFax company for faxes, 256-299-7111 and may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of the computer. However, the computer is kept locked doors and has a password. And, when my computer needs to be replaced, we will destroy the hard drive in a manner that makes future access to information on that device inaccessible. Jordan Counseling doesn't have control over who sees this information when it is faxed.

Recommendations to Websites or Applications (Apps): During the course of our treatment, we may recommend that you visit certain websites for pertinent information or self-help. We may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites/apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide and communicate to us if you would like this information as adjunct to your treatment or if you prefer that we do not make these recommendations.

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Please feel free to ask questions and know that we are open to any feelings or thoughts you have about these and other modalities of communication.

NOTICE OF CAMERAS AND RECORDINGS:

This section is to notify you that our property is under 24/7 video and audio surveillance. Our individual counseling rooms are NOT under video or audio surveillance. The video and audio surveillance is not recorded or stored. We do ask that there is no recording/pictures taken during counseling sessions, while in the counseling office or on property. By signing this you are agreeing to follow this policy.

NO WEAPONS / NO SMOKING POLICIES:

We do not permit weapons on the property due to the nature of our work. This is a safe space, please help us by not bringing weapons on the property, including the parking lot. We are a smoke free property including the parking lot.