

## **FORM 1**

### **Professional Disclosure Statement, Informed Consent and HIPAA Privacy Notification**

**Sharon L. Ward, MS, LPC, NCC**

Colorado

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817-441-9973



#### **Do I really need to read this document?**

**Yes**, because as a client, parent or guardian, you have the freedom to choose to enter into or remain in a counseling relationship and need information specific to the counseling process and the counselor in order to make an educated decision about being in therapy. Counselors have a legal obligation through Professional Disclosure/Informed Consent to review in writing and verbally with clients the rights and responsibilities of both the counselor and the client. HIPAA requires that you receive information about how your Personal Health Information [PHI] will be used. This document is intended to serve all of these purposes.

While I realize this is a lot to read, it is for your protection. Please take your time in reading this document and retain a copy in your records. This form may be updated from time to time. I understand that it is my responsibility to check the website [sharonwardcounseling.com](http://sharonwardcounseling.com) for the most most current version if I have any questions about policies. Sharon Ward will review this form with you and any questions you may have at the beginning of the first session. This must be signed before or at your first session for treatment to start.

#### **Your Rights as a Client(s)**

1. You have a right to ask questions about your therapy and any procedures used during therapy; if you wish, I will explain my approach and methods to you. You have a right to request, and in most cases receive, a summary of your file, including diagnosis, progress and type of treatment. A written request is required. You will be billed at the hourly rate for time involved.
2. You have the right to decide not to receive therapeutic assistance from me; if you wish, I will provide you with the names of other qualified professionals whose services you might prefer at a cost similar to my own usual and customary fee if possible.
3. You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that you contact me by phone if you make a decision without consulting with me during session time.
4. If you request it in writing, information can be released to any person or agency you designate. I will tell you at the time whether or not I think releasing the information in question to that person or agency might be harmful in any way to you. However, I have the option, based on the best interest of the client and the Texas Health and Safety Code, to not release records as records may be withheld from a client or parent/guardian if it is determined that release would not be in a client's best interest.
5. You have the right to receive respectful treatment that will be helpful to you.
6. You have the right to a safe environment, free from sexual, physical, and emotional abuse.
7. You have the right to report unethical and illegal behavior by a therapist.

8. You have the right to request and receive full information about the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization and limitations.
9. You have the right to have information about fees, methods of payment, number of sessions, substitutions (in cases of emergencies and vacation), and cancellation policies.
10. You have the right to refuse to answer any questions or disclose any information you choose not to reveal.
11. You have the right to know if there are supervisors, consultants, students, or others with whom your therapist will discuss your case.
12. You have the right to receive a second opinion at any time about your therapy or therapist's methods. This would be obtained by you, at your expense.

### **What is my therapist's training and licensure?**

- Bachelor of Science degree in Psychology
- Master of Science degree in Counseling and Human Development
- NCC (National Certified Counselor # 44958) [The NCC is now used by many states as a state licensing exam]
- Texas LPC (Licensed Professional Counselor #15340)
- Colorado Professional Counselor (# LPC.0017913.)
- EMDR Trained

I abide by the ethical codes and standards as set out by the American Counseling Association and the National Board for Certified Counselors and have fulfilled all requirements for continuing education since my initial credentialing. Please let me know if you wish to see any of this information or have any questions.

### **What are my therapist's office hours and what is the best way to reach my therapist?**


I am typically in the office from 10:00 am – 6:00 pm CST Monday – Thursday. I am not answering the phone or checking email/text while I am in session. I can be hard to reach for that reason. If I offer you an appointment via email, I will hold that slot for a limited time [usually 2 hours]. If I do not hear back from you in that time-frame, that slot may be give to another patient.

### **What should I do if I have a potentially life-threatening emergency?**

As a private individual practitioner, wife and mother, I am not personally able to adequately provide 24/7 emergency coverage for your mental health care.

**Call 911 or go to the emergency room regardless of the time of day.**

### **What about a non-life-threatening crisis?**

 (initials) I understand that Sharon L. Ward, MS, LPC, NCC will **only return crisis calls between the hours of 10 a.m. and 6 p.m. 7 days a week.** Call 817-441-9973 and leave a message indicating that this is a crisis call. If you do not hear back from me within 30 minutes, call and leave another message with your phone number [frequently, people leave messages without a phone number!!] Messages also do not go through, are delayed or garbled due to cell phone issues. You will be charged at the standard hourly rate for phone time.

### **What if I just need to leave you a non-urgent message or to reschedule an appointment?**

You may leave a voice mail or text 24 hours a day at 817-441-9973 or email at [lpc.ward@yahoo.com](mailto:lpc.ward@yahoo.com). Text is likely to get the fastest response. I encourage you to do all of the above. I can be hard to catch as I am not checking all of these while I am in session. Email is not checked on the weekend.

## What can I expect in counseling/psychotherapy?

Colorado CRS 12-245-202 defines psychotherapy as “*treatment, diagnosis, testing, assessment, or counseling in a professional relationship to assist individuals or groups to alleviate behavioral and mental health disorders, understand unconscious or conscious motivation, resolve emotional, relationship, or attitudinal conflicts, or modify behaviors that interfere with effective emotional, social, or intellectual functioning. Psychotherapy follows a planned procedure of intervention that takes place on a regular basis, over a period of time, or in the cases of testing, assessment, and brief psychotherapy, psychotherapy can be a single intervention.*” CRS 12-245-603 also states that “*Counseling may include: cognitive, affective, behavioural or systematic interventions that address wellness, personal growth, career development as well as pathology, evaluation, diagnosis, treatment or intervention, planning, consulting, case management, education, supervision, psychotherapy, research, referral and crisis intervention.*”

I see counseling as a collaborative process that means working together ~ exploring and striving to reach therapeutic goals. I may recommend a variety of approaches designed to help you reach therapeutic goals including: in-session suggestions, therapeutic interpretations, challenging your thought or behaviour patterns, experiential exercises, EMDR, testing, professional referrals, community resources, video-taping of sessions (with your consent), and assignments to be completed outside of the session. I believe that in some cases, clients can be best served by a treatment team approach and consultation within your treatment team will be essential in achieving your goals. Either of us may refuse to participate in services or specific modes of therapy and we will discuss the reasons and pros and cons of those decisions. Change is not always comfortable. We may be discussing things that are confusing or troubling and at times you may leave sessions feeling uncomfortable, upset or with questions left for you to process and work on for or in the next session. Therapeutically addressing unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can similarly lead to discomfort as well as relationship changes that may not be originally intended. We will work together for a desirable outcome; however, there is a possibility that the goals of therapy will not be met.

Therapy is not an exact science and sometimes, despite therapy, situations will worsen. I always welcome your thoughts about how this process is working and any concerns you may have. The more information we have from each other, the greater likelihood of a desired outcome from therapy. At times, to maintain the highest possible standards of care for you, I may seek appropriate supervision or consultation regarding your care and treatment. If it does not appear to me that you are benefiting from treatment, I reserve the right to refer you to a physician for medication evaluation, a treatment facility or agency or to another therapist. You may seek a second opinion from another therapist or terminate therapy at any time.

Sexual intimacy is never appropriate in a professional relationship and should be reported [information on reporting is listed at the bottom of this document.]

## Are there any limits to confidentiality?

Confidentiality is not the same as privileged information, such as attorneys and clergy have. Circumstances exist where I must, ethically or by law, break confidentiality without signed consent. This includes but is not limited to the following:

- 1) To protect yourself and others, if I become aware that anyone, including yourself, is in danger of imminent, serious and foreseeable life-threatening harm, actions to be taken include but are not limited to: contacting law enforcement, spouse, parent/guardian or person in danger.
- 2) If a judge or attorney subpoenas your records.
- 3) Where there is any report of children or elderly being abused [CRS 56-3.1-101], the appropriate protective services agency will be contacted within 24 hours in the county and district attorney where the mistreatment occurred [CRS 18-6.5-108]. A prior report by another individual or therapist does not remove my duty to report when I learn of the abuse. Sexual activity between someone over the age of 18 and someone under the age of 18 is also reportable.
- 4) If you report behaviour considered to be abusive from another therapist, the licensing board will be contacted only with your consent [4 CCR 737-1 1.6 A] within 60 days of receiving this information.

- 5) If the client, heirs, executors or administrators of a client file suit or complaint against the therapist or other medical care provider against whom a suit was filed. In those cases, the board may access your records for the purpose of investigation.
- 6) If a client makes a clear and significant threat against a school or its occupants, the disclosure shall be limited to appropriate school or district personnel.

In the interest of protecting your privacy, if I see you outside the office (for instance, in a restaurant or store), I may smile or say hello, but I will not initiate a conversation unless you do so first.

Client information is not released without a signed (by the client or parent/guardian) consent form indicating what is to be released and to whom except as noted above. When providing couple, family or group treatment, I do not disclose information outside the treatment context without a written authorization from each individual except as noted above. In the context of couple, family or group treatment, the therapist may not reveal any individual's confidences to others in the client unit without the prior written permission of that individual. Requests for release of information to others, copies of records or treatment summaries must be made in writing or via subpoena.

This disclosure is not required in the case of an emergency, court ordered treatment, involuntary treatment, forensic evaluation, if the client is in the physical custody of the department of corrections or human services and that department has provided alternative disclosure, the client is incapable of understanding the disclosure and has no guardian.

Records are maintained for a maximum of 7 years after the last date of service or 7 years after the client has turned 18 or a total of 12 years maximum. [4 CCR 737-1, 1.16A]. In the event of my illness or death, the records will be available through another licensed therapist, Janice Hicks or Charlotte St. Germain 817-441-8979.

### **What about couples therapy?**

If you are planning on marital, couples or premarital therapy, each partner will need to sign a Release of Information form so that all information that I receive from the couple is available for use at my discretion with both members of the couple. Either partner may revoke their own release of information may at any time in writing, but if this is the case, couples therapy will cease at that point. When providing couple, family or group treatment, I do not disclose information outside the treatment context without a written authorization from each individual except as noted above.

### **How does confidentiality and consent to treatment work with minor aged children?**

While it is my preference to have family members involved in any work I do with minor aged children, CRS 12-245-203.5 states that children 12 and above can present themselves for outpatient counseling without parental consent or knowledge if it is determined to be in the best interest of the child. If a minor expresses intent to commit suicide, every effort will be made to contact the parent/guardian. Where the client is a minor aged child, it is very important for the therapist to build trust with the child to facilitate the confidence necessary in the therapeutic relationship. Therapy is not likely to be successful without this trust. Children, like adults, want to know that what is said in the therapist's office will remain confidential until the child chooses to disclose their own information. As a parent, guardian or managing conservator, this means that you are waiving the right to detailed, specific information about your child's sessions and also waive any and all liability for the therapist's good faith refusal to provide information about your child or child's records. I will ask a child's permission to provide parents or guardians with information that will be helpful to the therapeutic process and in the interest of the child's safety. However, the treating professional **may** with or without the consent of the child, advise the parents, managing conservator or guardian of the child of the treatment given to or needed by the child.

### **Consenting for Treatment of a Minor aged child**

If you are consenting for treatment of a minor, you are certifying under the laws of the State of Colorado that you have the legal right to authorize treatment for this minor and are signing as their legal guardian. I ask that **both parents sign this form**. Please note that it is always my preference and I request the opportunity to meet with both parents any time I am treating a child, even if those meetings need to take place at separate times. In all cases [guardianship, divorce, legal separation, non-married but with custody agreements etc.],

I require a copy of the most recent documents that apply to the conservatorship of this minor 72 HOURS BEFORE THE FIRST SESSION and this will be reviewed prior to any treatment. If there are ANY CHANGES OR UPDATES TO LEGAL ORDERS regarding custody and consent to treatment at any time during the course of treatment, a copy of that paperwork must be provided to Sharon L. Ward, MS, LPC, NCC IMMEDIATELY. Understand that misrepresentation of your ability to consent for treatment of this minor can be grounds for termination or interruption of therapeutic services until appropriate documentation under the laws and courts of the State of Colorado is provided.

### **What are standard fees and how should payment be made?**

Acceptable forms of payment are cash or check or credit/debit card/HSA. If paying with an HSA card, you will need to provide a personal credit card as well in case the HSA has been depleted.

Fees:

- Initial assessment sessions, Pre-Marital/Marital and EMDR sessions are 90 minutes and cost \$220.00.
- 50-minute sessions are \$140.00. Phone calls over 10 minutes and the reading of emails and texts are also subject to this hourly rate.
- If you pay in cash, please bring exact change or we will credit any overpayment to your next session. If your check does not clear the bank, you will be charged \$ 25.00.
- If you have more than one check that does not clear or your credit card is declined twice, your payment will be due in cash at the beginning of your sessions from then on.
- If you request treatment summaries or copies of records you will be charged at the hourly rate.
- Bartering for counseling or therapy services is illegal.

**Cancellations must be made 24 hours in advance or you will be charged for the session. 24 hours notice allows me to offer an appointment to someone who may be waiting for a session or having a crisis.** In the event that you miss your scheduled appointment time, you will be charged for the session. In the event that you miss two scheduled appointment times in a row, another appointment time will not be scheduled until you have paid your remaining balance and a credit card will need to be on file. I reserve the right to terminate our counseling relationship if more than two sessions are missed without proper notification.

You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that you contact me by phone or discuss this in session if you make this decision.

### **How does it work if I'm going to submit a claim to my insurance company?**

1. It is your responsibility to check with your insurance company and to submit claims as you see fit and according to your insurance company's policies. Upon request, I can provide you a monthly statement that lists standard information required by insurance companies including a diagnosis and treatment codes and I will review this with you in session. I do not do electronic billing.
2. If your insurance company requires pre-authorization of sessions, this will be your responsibility. I will not keep track of which sessions are authorized and which are not. You will still be responsible for full payment at the time of service.
3. If your insurance company requires any additional paperwork such as a written treatment plan, telephone case consultation, review of clinical records or other documentation or time on my part, I will charge at my standard hourly rate for that time. Your insurance company will not pay for it and it will be billed directly to you. You will have to sign a Release of Information for any information to be released.
4. Your plan may say that you are allowed certain benefits per calendar year. Please be aware that managed care companies may limit authorization and reimbursement based on their own, often arbitrary, criteria. This means that some diagnoses are covered and some are not. Some diagnoses are covered at a different rate or for a different number of sessions than others. This means your reimbursement may vary from session to session.
5. I will give you or your family member the diagnosis and recommend the treatment that I feel in my clinical judgment is the most appropriate regardless of the insurance coverage. The diagnosis [es] you are given may become part of your permanent personal insurance record and may affect future efforts on your part to obtain other types of insurance, hold certain jobs, obtain and/or maintain a security clearance.

6. If you submit a statement to your insurance company, you are giving them your personal information about dates of service, diagnoses and treatment codes, form of payment and other information. They may ask for any and all personal history including alcohol and drug use history that you disclose to me. It also means that they may ask to read your actual chart and all information therein. I will contact you if I receive a request to discuss what you do and do not want released.

## **Do you provide Tele-health services? Do you email/text?**

### Distance Counseling

I use Thera-link for tele-health sessions. It is a HIPAA compliant platform. Your accepting of an email invitation and your signature on this form indicate that you are willing to accept any risks to your privacy during a telehealth session. It is your responsibility to make sure that your environment [spouse, kids, coworkers, physical space, electronic monitoring etc.] are appropriate for HIPAA privacy and I will do the same on my end.

HIPAA and professional ethical guidelines suggest that providers have policies in regard to the use of email, texting and other electronic forms of communication.

There are significant risks to using electronic communication for Personal Health Information [PHI]. PHI includes anything related to services provided to you or your family member including diagnosis, appointment times/locations and other information. This is a partial list of some of the risks of electronic communication:

- 1) Information may be “hacked” which means an unknown person or entity may try to get information for their own purposes anywhere along the path of electronic communication. Messages you send and receive are held on your internet service provider’s host computer for an unknown period of time and there is no way to know who may access that information or when.
- 2) Viruses can compromise the ability of electronic systems to communicate properly and accurately.
- 3) Human error on the part of anyone involved in the process of electronic communication can cause information to accidentally be sent to someone that is not the intended recipient.
- 4) Employers, family members and others may be able to access information on your device to track activity, keystrokes and other information without you knowing it.
- 5) Electronic communication doesn’t always do what we tell it to do. Texts don’t arrive and emails get caught in spam filters and firewalls. It is never 100% effective or secure.

### Virtual Assistants and Privacy

The American Counseling Association has issued a statement warning that patients may unknowingly be sharing their Personal Health Information over electronic devices if apps such as Siri, Cortana, Google Now, Alexa, Android Virtual Assistant [etc.] are active during medical and psychological treatment. You may turn these apps off by going to settings on your phone or turning your phone off altogether during sessions. I have turned these apps off on my phone for this reason.

### Email

The standard email communication that most people use is not secure or encrypted. HIPAA 2013 omnibus rule states “...if individuals are notified of the risks and still prefer to use unencrypted email, they have the right to receive protected health information [PHI] in that way.”

If you choose to send me PHI via standard email, you may. However, you may also send PHI via USPS mail, fax or I can send you a link to access an encrypted email service [NeoCertified]. Encrypted email may also be used to communicate with other members of your treatment team. There is no charge for this service.

### Texting

This is also not a secure form of communication. Please do not text any personal information other than appointment scheduling. Even your appointment is considered protective health information and by signing this form, you are acknowledging that you understand this is not be secure and that my response back to you is not secure.

#### Social Media

I do not connect, respond to or interact with patients or their families on social media [Facebook, Instagram, Twitter, Snapchat, TikTok, Linked-in etc.].

#### Payments

I use Square to process credit card information. I do not know if any credit card company is HIPAA compliant. The first name of the patient [and sometimes last initial] and the date of service are recorded in Square in the course of charging the credit card. If you do not feel comfortable with this information being included, you will need to pay with cash or check. If you provide an email for receipts, you may get other emails from Square.

#### Phone/Voicemail

My primary number is a cell phone and as such, communication is through a series of computers and transmission towers, all of which are susceptible to interference and monitoring. Messages [including email] do not always get through to me. If you do not hear back from me, please call again. Sometimes I am swamped with spam calls and it makes it hard to get through the calls I need to return. I make every effort to respond to voicemails by the close of the next business day or on Monday if you contact the office on a Friday.

### **Can I leave while my child is in session and run some errands?**

You will need to stay present in the general area but not within hearing distance for the duration of the session. In the event that you leave the building and a medical emergency occurs, I will call 9-1-1 first and then try to contact you. Any fees for emergency vehicles or personnel are your responsibility.

### **Does my therapist appear in court?**

Please be aware that I do not wish to appear in court. If you become involved in a legal issue that I feel requires me to retain an attorney, you will also be charged for my attorney's fees. Travel time, missed time from work, copying records, consulting with attorneys or insurance companies, appearing in court etc, will be charged to you at the standard hourly rate. If I am subpoenaed, there is an additional \$ 1000 charge per day that I am to be away from the office.

### **What happens if my therapist is on vacation or sick or there is bad weather?**

If I become ill and am unable to be present for your appointment, I will make every effort to reach you via phone or text or email as soon as possible to reschedule. Should I become incapacitated through death or serious illness, please contact Janice Hicks or Charlotte St. Germain at 817-441-8979 and they will follow up with you and discuss referrals for appropriate alternative care.

### **What happens if I travel out of state and want to talk to my therapist?**

Unfortunately, due to current law, I am only able to do counseling with a person who is in the same state as I am licensed [Colorado and Texas.] If you are in Idaho and I counsel with you, it would be considered practicing without a license in the State of Idaho. Similarly, if I am out of state, I cannot counsel with you. It will be at that point that a licensed on-call therapist would have to tend to your situation.

### What do you need from me after reading all this?

Please print your name and sign below to consent to voluntary treatment under the conditions of this document.



**I am providing all information as a part of my request for treatment and am consenting to treatment as of this date.**

**I HAVE READ, UNDERSTAND, AGREE TO AND UNDERSTAND THAT THE MOST CURRENT COPY OF THIS DOCUMENT IS ALWAYS AVAILABLE ONLINE AT [sharonwardcounseling.com](http://sharonwardcounseling.com), OR I CAN REQUEST A PAPER COPY AT ANY TIME. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT AND AFFIRM THAT I UNDERSTAND ANY AND ALL FORMS THAT I HAVE COMPLETED AS PART OF MY TREATMENT.**

**ADULT** Client

Client's Name *[print]* \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR**

**MINOR** aged [under 18] client

Child's Name *[print]* \_\_\_\_\_

Date \_\_\_\_\_

Legal guardian/parent *Printed Name and Signature*

Print \_\_\_\_\_ Sign \_\_\_\_\_

Second legal guardian/parent *Printed Name and Signature*

Print \_\_\_\_\_ Sign \_\_\_\_\_

If you have any concerns about the services you are receiving contact me or contact  
State Board of Professional Counselor Examiners: Discipline and Enforcement | Division of Professions and Occupations ([colorado.gov](http://colorado.gov))  
website: <https://dpo.colorado.gov/professionalcounselor/enforcement>

Colorado Department of Regulatory Agencies  
Division of Professions and Occupations  
1560 Broadway, Suite 1350  
Denver, CO 80202

Phone: 303-894-7800  
Fax: 303-894-7693

Email: [dora\\_dpo\\_licensing@state.co.us](mailto:dora_dpo_licensing@state.co.us)