

FORM 1

Professional Disclosure Statement, Informed Consent and HIPAA Privacy Notification

Sharon L. Ward, MS, LPC, NCC
Texas

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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 an obligation through Professional Disclosure and 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 for the most current version if I have any questions about policies. Sharon Ward will review this form with you and discuss any questions you may have at the beginning of the first session. This form 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 10:00-6:00 pm** Monday – Thursday. I am not answering the phone or checking email/texts 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 period of time [usually 1 hour]. If I do not receive a response from you in that time-frame, that slot may be given to another patient.

What should I do if I [or my child] 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. If you cannot reach me:

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 calls between the hours of 10 a.m. and 6 p.m. Monday through Thursday.** 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. Text is most 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 any of these while I am in session. Email is not checked on the weekend.

What can I expect in counseling? Are there 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, I may choose to take action - which may include but is not limited to: contacting authorities, spouse, parent/guardian or person in danger.
- 2) If a judge or attorney subpoenas your records.
- 3) Where there is any question of children being abused, now or in the past, this will be reported to Child Protective Services [CPS], even if this has already been reported to CPS or local law enforcement. A prior report does not excuse me from the duty to report. I am required to report any information that could be considered abuse or neglect. I cannot predict what CPS may or may not do as a result of that report. Sexual activity - such as adult [18 years or older] having sexual activity with a minor is also reportable to CPS or local law enforcement.
- 4) Elder abuse is reportable to Adult Protective Services.
- 5) If you report behaviour considered to be abusive from another therapist, the licensing board will be contacted. Other possible exceptions to confidentiality include court orders, fee disputes, negligence suits against the therapist, or the filing of a complaint with the licensing board. 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. However, I may make the decision, 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.

Records are maintained for a minimum of 7 years after the last date of service or 7 years after the client has turned 18. By your signature below you authorize my office to designate an appropriate professional to serve as custodian of your record and who will assume possession of, and responsibility for your treatment record in the event of my death or disability. In that event notice and information will be available via telephone voice mail.

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, Texas Family Code Chapter 32 states that children can present themselves for counseling for physical, emotional or sexual abuse, suicide prevention or chemical dependency without parental consent. 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, Texas Family Code Chapter 32 states that 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 Texas 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.], Texas Rule 681.41 (v) states:

Prior to the commencement of counseling services to a minor client who is named in a custody agreement or court order, a licensee must obtain and review a current copy of the custody agreement or court order, as well as any applicable part of the divorce decree. A licensee must maintain[a copy of] these documents in the client's record and abide by the documents at all times.

I require a copy of these documents 72 hours BEFORE THE FIRST SESSION that apply to the conservatorship of this minor 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 Texas is provided.

What are your standard fees, no-show or late cancellation policy and how should payment be made?

Acceptable forms of payment are cash or check or credit/debit card/HSA. Due to rising credit card processing fees, I prefer cash or check but certainly accept credit cards. Your card information will only be stored in a paper file under double lock and key. I do not keep any electronic records but I do use Square for card processing. 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, 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 or 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-hour notice allows me to offer an appointment to someone who may be waiting for a session or having a crisis. 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 [life, disability], 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?

I use Thera-link or Zoom for tele-health sessions. Both have identified themselves as HIPAA compliant platforms and I have to take their word for that as I do not have access to their encryption and other security documentation. 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.

There are some risks to privacy with telehealth sessions. The following policies are intended to protect you.

1. You will need to show a valid TEXAS driver's license at each session.
2. You must be in the State of Texas at the time of the telehealth session.
3. You will need to set up a codeword or passphrase that lets me know you are alone and safe to conduct the session. If you give me a incorrect codeword, I will know that you do not have the safety and privacy needed for the session and I may contact local law enforcement to make sure you are safe if there has been any history of abuse, violence, monitoring of phone/text/video communication in your history. Unfortunately, I have encountered situations where people may be listening in or even present in the room and tell the client not to let on that they are present, which is a violation of your right to privacy. If I have any suspicions, I will end a session for your protection.
4. **Headphones alone are not sufficient to qualify for privacy.**
5. You will need to give me the exact physical location [address/landmarks] you are for each session. If you become overly distressed and are in need of emergency services, I will need to be able to summon help for you.
6. If you are in a car or other vehicle, I will need the make, model and license of your vehicle each time.
7. NO recording of sessions is permitted.

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


 _____ [initials] Texting 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 and you are agreeing to communication in this format.

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 cannot guarantee that any credit card company or payment service 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.

 _____ [initials] Zelle and Venmo are not HIPAA compliant. If you use these payment formats, you are acknowledging you are aware that these payment platforms do NOT meet HIPAA privacy guidelines. Please be aware that if Zelle or Venmo have any kind of data breach, they are not required to notify anyone.

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 your office and run some errands?

If your child is not driving themselves, you will need to stay present in the waiting room for the duration of the session. In the event that you leave the building and your child has a medical emergency, 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. This is due 2 weeks in advance of any interaction with lawyers or the court. My signature below indicates that I agree to this policy.

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

If I become ill and am unable to be here for your appointment, I will make every effort to reach you via phone or text or email as soon as possible to reschedule. If Fort Worth, Weatherford or Aledo ISD's are closed or are closing due to inclement weather, the office will close. From time to time, I may have an appropriately licensed clinician return calls if I am out of town or otherwise unavailable. 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. This also applies to Tele-health. If you are in Idaho and I counsel with you, it would be considered practicing without a license in the State of Idaho. I am only licensed in Texas and Colorado. 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, 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 please contact me or contact: The Texas Behavioral Health Executive Council which investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

Texas Behavioral Health Executive Council
333 Guadalupe Street, Tower 3, Room 900
Austin, Texas, 78701
512-305-7700 800-821-3205

Status of Texas licenses may be verified at
[Online Search/Verify a License – Texas Behavioral Health Executive Council](https://bhec.texas.gov/verify-a-license/index.html) <https://bhec.texas.gov/verify-a-license/index.html>.