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## PROFESSIONAL DISCLOSURE STATEMENT AND NOTICE OF PRIVACY PRACTICES

An adult person (age 17+) must read, initial each section, and sign and date the back of this form to be present in therapy.

Welcome to my practice. I am glad you are here and I am committed to providing you with quality care. This document contains information about my professional services and business policies as well as privacy practices mandated by HIPAA (Health Insurance Portability and Accountability Act). The HIPAA Privacy Rules are federal laws that seek to ensure privacy and confidentiality of your health information.

### Counseling Relationship

The counseling relationship between client and therapist is one of mutual responsibility. Counseling is a process in which the client and therapist work together as a team to define issues, cope with problems, explore emotions, work toward goals, and resolve conflicts that the client faces. The task of setting goals for therapy is a conjoint effort of client and therapist. However, the ultimate responsibility is with the client to decide what the goals will be. The therapist helps the client to establish goals that are both challenging and realistic. While professionalism will be maintained at all times, the client/therapist relationship is also warm and personable within the context of mutual confidence, trust, and regard.

### Counseling Process

The process I generally use for counseling involves: 1) an exploration stage for identifying presenting issues and client's background; 2) a goal-setting stage in which client and therapist work together to identify realistic, desirable, measurable, and mutually agreeable goals; 3) a working stage in which client and therapist work together toward achieving these goals; 4) the conclusion and termination stage in which client and therapist agree that the client's goals have been met and begin to space sessions farther apart and perhaps work towards terminating the therapeutic process.

### Risks and Benefits

While the benefits of therapy can be tremendous, there are some risks of which the client should be aware. Counseling can open up levels of awareness, which can cause pain and anxiety. Personal changes often mean changes in relationships. Clients should be aware that others sometimes do not respond positively to their changes, and it may become necessary to deal with the relational adjustment. Therapy requires much effort, pain, and struggle, but marks a season of growth, progress, and healing in a person's life. It must be left to the client to decide if the pain is worth the potential gain.

\_\_\_\_\_ *Initial here if you understand and agree*

### Protected Health Information

Your communications in therapy are completely confidential, as required by professional standards and HIPAA Privacy Rules. However, there are some exceptions: if a client threatens serious mental/emotional/physical harm to self or others, if a client reports abusing an elderly, handicapped or disabled person, or child/teen; if a psychological issue related to a child's therapy arises in custody battle; if a client uses therapy to evade arrest for a crime; if a client discloses therapy information related to the client's condition as a part of a claim or defense regarding such; in a court-ordered examination; to a governmental agency or official legislative inquiry as required by law; to insurance personnel as necessary to obtain more sessions or process any insurance EAP/HMO/PPO claims for psychotherapy services rendered; in a civil or criminal action as allowed by law or ordered by a judge; when proceedings are brought by a client against a therapist; and/or when a client waives confidentiality of therapy records in writing. Select information may also be shared with administrative staff affiliated with me in order to verify benefit information, schedule sessions, take messages, process requests for more sessions, and/or to obtain payment for services rendered. All mental health staff/professionals are bound by confidentiality rules. All staff members have been given training regarding privacy and confidentiality issues and have agreed to not disclose any information outside the psychotherapy practice without permission of the client. In order to process claims, insurance companies must have such information as diagnosis, dates of service, fees charged, and in some cases, I am required to provide additional clinical information such as treatment plans or summaries, or sometimes (rarely) copies of the client's case file. In such situations, I will make every effort to release only minimum information necessary for

the purpose requested. This information will become a part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information very confidential, I have no control over what they do once it is in their hands. By signing this agreement, you agree that I can provide requested information to your insurance carrier. Should I become incapacitated or the in the event of my death, the custody and control of a client's mental health records will be kept at Cornerstone Counseling Center until the client requests the transfer of records to another therapist.

### Your Rights Under Privacy Standards

The client has the right to request an explanation of the rationale of any treatment or intervention and/or to refuse any treatment; to know the therapist's views and values regarding relevant life issues and/or general treatment paradigm; to end therapy or seek referral at any time during therapy; to know the therapist's credentials and experience level; to request significant others be present in therapy session; to rescind authorization to release confidential therapy information; to know the length of session and/or general treatment protocol for a particular problem; to be informed of fees involved for therapy. HIPAA privacy rights include confidential communication: to request restriction on use and disclosure of confidential treatment information as well as the right to request alternative means and/or location for receipt of confidential communication; to review or obtain a copy of mental health records via letter request; to amend or correct mental health information via letter request, using HIPAA procedure; to be informed of how and to whom treatment information is being disclosed; to obtain a copy of this notice of general privacy policy; and/or to ask questions and/or express feedback/complaints regarding psychotherapy privacy information practices. Therapy services will not be compromised whatsoever when a client expresses concerns or gives feedback regarding privacy practices. Privacy policies may be amended or modified as federal law mandates and I will provide you with any notice of such at the time of your appointment. A current copy of privacy practices will be made available in the office.

\_\_\_\_\_ *Initial here if you understand and agree*

### Fees and Office Procedures

*Please initial that you have understood and agree:*

\_\_\_\_\_ Sessions last 45 minutes and the fee is \$120.00 per session. However, special negotiated rates with insurance companies or with a sliding scale may reduce your actual out-of-pocket fee.

\_\_\_\_\_ Because your session time is intended to be reserved for you alone, there will be a \$50.00 charge for no shows or cancellations with less than a 24-hour notice. Please call our office as soon as you know that you will not be able to attend your session.

\_\_\_\_\_ Longer session, phone contact, consultation, FMLA forms, letter writing, and or court preparation, consultation, or travel will be billed according to hourly rates. Court testimony will be billed at a flat daily rate of \$1200.00, as it requires that I block off an entire day to other clients. Payment of fees and co-pays are due at the time of service and the client is responsible for all treatment charges billed, whether or not insurance remits expected percentages.

\_\_\_\_\_ If you have a life threatening emergency, call 911 and or crisis intervention or go to the nearest hospital immediately and obtain emergency psychiatric treatment. Your immediate safety is my greatest concern. Voicemails left on the counseling center line will be responded to the next business day.

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

\_\_\_\_\_  
Date