Letting Go Counseling, LLC

Informed Consent

Welcome to the psychotherapy practice of **Dione De Pooter, MS, LMFT, MCAP, Florida Licensed Marriage and Family Therapist, State Qualified Supervisor and Masters Certified Addiction Professional.** The decision to begin psychotherapy takes courage. Allow me to provide important information about the practice of psychotherapy in general (especially if this is your first experience) so that you can make an informed decision about entering into psychotherapy with me.

My practice**, Letting Go Counseling,** offers a variety of professional therapy services for the treatment of individual, couple, and family issues.

Specific information regarding your therapist, including educational background, specific credentials, license information, etc. will be provided during your first session.

The following information will provide a summary of policies, procedures, and confidentiality policy. Specifically, you will receive the following documents: The Policies and Procedures for **Letting Go Counseling** and the Client Records and Confidentiality Policy under HIPAA. After reading these documents, please feel free to talk to your therapist, should you have any questions or comments.

Fees for Service

Please consult with your therapist for information regarding fees for services rendered. A therapy hour is 50 minutes for an individual and up to 75 minutes for couple, an additional 10-15 minutes will be set aside for the therapist to complete documentation from visit. A block of sessions may be purchased in advance. If session goes over the allotted time, there will be an additional fee per half hour.

Fees for Records

Copies of records are charged by page. Fees for copies are $0.30 per page and are due in advance. Where records are to be released to a third party, the authorization to release the information must be signed by you and any other party involved in treatment. If the client is a minor child, parent/s and/or legal guardian/s must sign for treatment and for release of records.

Payment Terms/Options

Payment for professional services is due when at the beginning of session or prior to session. **Letting Go Counseling** does not accept (bill) insurances at this time. It is your responsibility to complete paperwork from your insurance and submit for reimbursement of services rendered. I cannot guarantee reimbursement for services provided. Payments can be made in the form of cash (if in office), **Zelle to:** LettingGoCounseling@gmail.com, Debit, and Credit cards (using Square Up or Simple Practice). If receipt is needed, please request at the time of payment. Receipts will be provided electronically unless otherwise indicated. Credit/Debit Card payments that are processed via Square App use swipe technology or key entry. This is a secure form of payment; **your card information will never be saved**. Card info uploaded to Simple Practice is not viewable by Therapist (only last four digits).

Exclusion for Expert Witness Services

You agree that the therapist shall not be called as a witness at any court hearing or trial, arbitration, mediation or before any other tribunal. To the extent that the therapist is compelled to testify as a witness by any party, the Client agrees to pay treble hourly rates plus reasonable expenses incurred regardless of the requesting party.

Scheduling of Sessions

Letting Go Counseling shall use reasonable diligence in scheduling all sessions at the convenience of all Clients. There is no guarantee or representation that a requested day or time is available. All sessions must be scheduled during operating hours, which will be discussed with your therapist.

Cancellation and No-Show Fees

For cancellations less than 24 hours prior to the session and for no shows, **Letting Go Counseling** shall charge **$50.00** fee to the Client. Repeated cancellations and/or no shows may be grounds to terminate therapy.

Emergencies

Letting Go Counseling does not offer 24-hr mental health emergency coverage. In the event of a mental health emergency, I may be contacted at my work cell number (954)367-9149. However, should I not be available you will be directed by my voicemail to the National 24-hr suicide prevention crisis hotline at (800)273-8255/TALK. Upon calling this number, you will be routed to the nearest local crisis center hotline, where someone will be available to provide brief support and referral to appropriate resources. You may also call 911 or the Henderson Mobile Crisis Unit at (954)463-0911. **Please initial your agreement here _____.**

Electronic Communication

I handle scheduling of my own appointments therefore I may not be immediately available by phone. I am open to text or email communication for scheduling or cancelations. I will respond to your text in a timely fashion. If you do not receive a response to a cancelation within two hours of a scheduled appointment, please additionally call to ensure that your message is received. If you do decide to text, please use only your initials and day/time of your appointment so that I may identify you, as I do not save client information to my phone. Please be aware that there is no assurance of confidentiality using electronic communication. Therefore, clinical/therapeutic issues should not be discussed via any form of electronic communication. **Please initial your agreement here _____.**

Client Rights

As a client, you have the certain rights during the course of your therapy, as follows:

- You have the right to see your records. (Psychotherapy notes are afforded special privacy protection under the HIPAA regulations and are excluded from this right.)
- You have the right to request a copy of your records, and I have the right to charge you a reasonable fee for them. (Psychotherapy notes are afforded special privacy protection under the HIPAA regulations and are excluded from this right.)
- You have the right to request amendments to your records.
- You have the right to receive a history of all disclosures of any protected health information (PHI). I have the right to charge you a reasonable fee.
- You have the right to restrict the use and disclosure of your protected health information (PHI) for the purposes of therapy, payment, and operations.
- You have the right to register a complaint with the Secretary of Health and Human Services if you feel your rights, herein explained, have been violated.
- You have the right to confidentiality and not have your records released to anyone without your written consent. Limits to confidentiality exist under the following conditions:

  1. When there is cause to suspect that a child (under the age of 18), elderly person (over the age of 65), or other vulnerable (disabled) adult has been or is being abused or neglected. In the event of abuse or neglect of a protected individual, I am mandated by law to file a report with the Florida Department of Children and Families (DCF) Abuse Hotline. It is my job to report, not to investigate.

  2. When there is reasonable cause to believe that you pose a risk of imminent serious harm to yourself or to another individual. In the case of risk of harm to self, I may be required to initiate an involuntary hospitalizion (i.e. Baker Act) to ensure your safety or the safety of others. Involuntary hospitalization is usually a last resort and every attempt will be made to ensure your safety or that of others by other means including contacting relevant

family members who can provide protection, or requesting that you agree to be voluntarily admitted to a hospital or other mental health facility for a defined period. In the case of risk of harm to others, I am required to contact the individual(s) to notify of this intent, or to notify law enforcement.

- **3. When a valid court order (subpoena) requires me to testify regarding your emotional condition.**

Disclosures

During the course of therapy, you should be aware and understand the following:

- Therapy may not be successful and could open unexpected emotionally sensitive areas. Success requires Client participation and commitment.
- Although therapy is not for everyone, there may be risks associated with not engaging in therapy. Please discuss with your therapists the pros and cons of engaging or not engaging in therapy.
- If you do not feel that therapist is a good fit, **Letting Go Counseling** will help provide you with several referrals in order to seek appropriate treatment. These referrals are suggestions; you have the right to seek out other referrals or not contact suggested referrals.
- The following therapy modalities and frameworks are generally used with Clients: a) Cognitive Behavioral Therapy; b) Solution Focused Therapy; c) Narrative Therapy. In addition, other evidence based models, including, Eye Movement Desensitization and Reprocessing (EMDR), are used when available and appropriate for various presenting problems. These are widely-used, generally accepted modes of therapy.
- Your therapist is not a physician and cannot prescribe medications.
- Your therapist may need to consult with your physician, attorney, or other therapist. Prior to disclosure of any Protected Health Information, you must consent in writing to disclosure of such information.
- Your therapist is not available 24 hours a day; if an emergency occurs, please contact 911 or go to your local hospital.
- If you do not wish to contact 911, you may contact the following hotlines: HELPline Miami (305) 358-4357 (HELP), National Suicide Prevention Lifeline 800-273-8255 (TALK), Veterans Crisis Line 800-273-8255 Press 1, LGBTQ HELPline 305-646-3600, Henderson Mobile Crisis (954) 463-0911.
- Your therapist is not an attorney and cannot give legal advice.
- Your therapist is not a financial consultant and cannot give investment or financial advice.
- Your therapist is providing therapy and is not an expert witness, unless alternative arrangements are made in advance.
- The therapist is not obligated to respond to telephone calls or relay any opinions to others. Therapist may, upon your request and with your authorization, discuss your therapy with other professionals. This must be agreed upon in writing, and you must pay for this service at the regular rates. I can refuse at my sole and exclusive discretion.

Acknowledgement of Disclosures

Prior to your counseling or therapy, you will receive copies of the following documents: (1) these Policies and Procedures; and, (2) Client Records and Confidentiality Policy under HIPAA; and (3) Client Consent. You must sign the Consent prior to any therapy. Your signature certifies that you have you have received, read, and understand these documents. This certificate will be placed in your counseling/therapy file. Please do not sign the certificate if you do not understand any part or you have questions. Your therapist will be happy to explain these documents further. If the Client is a minor, both parents will be asked to sing the Consent Form, unless one of the parents holds the full child custody or one of the parents is diseased (you will need to provide the appropriate documentation). **Please acknowledge your understanding and agreement by initialing here _____.**

For Complaints, contact:

Florida Board of Marriage & Family Therapists
Department of Health
Board of Mental Health Professionals
4052 Bald Cypress Way, Bin C-08
Tallahassee, FL 32399-3257
Customer Contact Center: (850)488 0595
Monday-Friday 8am to 6pm ET
http://floridasmentalhealthprofessions.gov/help-center/#contact

Client Records and Confidentiality Policy under HIPAA

The following document is the standard policy relating to Client records and Confidentiality under HIPAA. Your therapist is committed to these policies for the protection of Clients.

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.

The Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Privacy Rule addresses the use and disclosure of individuals' protected health information ("PHI").

During the course of therapy, the Therapist shall keep and maintain accurate records of therapeutic services to include, but not be limited to, dates of services, types of services, progress or case notes and billing information (collectively referred to as the "PHI"). PHI may include, but is not limited to the identity, diagnosis, evaluation, or treatment of the Client. PHI may also include, but are not limited to, any information revealed by you in counseling or a therapy session and most information placed in your file.

Letting Go Counseling considers all information acquired during therapy as Protected Health Information under the Privacy Rule. As such, your therapist may disclose your PHI in only two circumstances: (a) you specifically authorize it; or (b) there is a specific exception under the HIPAA rule.

Your therapist may disclose PHI where such disclosure is for treatment, payment, or operational purposes. For example, **Letting Go Counseling** may schedule sessions using a third-party provider for use of facilities. Therapist considers your having an appointment with a therapist as PHI. Prior to your appointment, the day and time of your appointment may be disclosed to the provider for purposes of securing appropriate facilities and confirming your appointment. Therefore, I may disclose the day and time of your appointment with a third-party provider (if applicable).

Your therapist may also disclose PHI in other situations: (1) where uses and disclosures are required by law; (2) where uses and disclosures concern victims of abuse, neglect, or domestic violence; (3) where uses and disclosures are for health and oversight activities (4) where uses and disclosures are for judicial and administrative proceedings; (5) where uses and disclosures are for law enforcement purposes; (6) where uses and disclosures are for research purposes; (7) where uses and disclosures are to avert a serious threat to health or safety; (8) where uses and disclosures are required under Workers' Compensation.

The Therapist shall keep your PHI for a minimum of 5 years for an adult client and 5 years beyond the age of 18 for a minor.

Your therapists are considered professionals under Florida law, to the extent they are licensed or certified in the diagnosis, evaluation or treatment of any mental or emotional disorder. Communications between a Client and a professional are confidential and may not be disclosed in civil cases. Records of the identity, diagnosis, evaluation, or treatment of a client which are created or maintained by a professional are confidential and shall not be disclosed in civil cases.

There are important **exceptions to confidentially**. Under Florida law, there is no confidentiality privilege for the following:

(a) For communications relevant to an issue in proceedings to compel hospitalization of a client for mental illness, if the psychotherapist in the course of diagnosis or treatment has reasonable cause to believe the client is in need of hospitalization.

(b) For communications made in the course of a court-ordered examination of the mental or emotional condition of the client.

(c) For communications relevant to an issue of the mental or emotional condition of the client in any proceeding in which the client relies upon the condition as an element of his or her claim or defense or, after the client's death, in any proceeding in which any party relies upon the condition as an element of the party's claim or defense.

This document may be updated without notice so please review it each time you visit us. A copy of this statement is always available upon request.

The consent form will be printed by your therapist for your signature on the day of your session or will be emailed to you in advance of your telehealth session.

Client Consent

I acknowledge that I have received, read, understood, and consent to the following documents: (1) the Disclosures; and (2) the Client Records and Confidentiality Policy under HIPAA; and (3) this Client Consent (collectively as the "Documents"). I further acknowledge that I seek and consent to therapy with the therapist. I agree to comply with all of the policies and procedures of South Shore Center for Couples & Families.

_____

Signature of Client (or parent/legal guardian, if client is a minor*) Date

_____

Witness Date

If more than one individual (e.g., spouse or family member) is seeking therapy, please have each of the others sign below. Signatures below confirm that each understands and accepts all the information contained in the Administrative Documents, and that each seeks and consents to treatment. Additional copies of the Administrative Documents will be provided upon request.

_____ _____

Signature of Client #2 Signature of Client #3

_____ _____

Signature of Client #4 Signature of Client #5

***Please note:** If client is a minor, and there is a court order indicating that both parents must consent to treatment, **it is your responsibility to disclose this and provide a copy**. It is also important that parents agree to afford minor some privacy and allow them confidentiality, in order for minor to be afforded a safe space to openly process issues with therapist. Therapist will inform parents/guardians of issues related to safety of the minor, where necessary.