# BUSINESS POLICIES, AUTHORIZATION, & CONSENT TO TREATMENT

 **I would like to take this opportunity to welcome you. My goal as your counselor is to form a collaborative relationship with you to assist you in finding healthy solutions to your problems.**

This document is designed to inform you about what you can expect from me regarding office policies, confidentiality, emergencies, and several other details regarding your treatment. Please read it and if you have any questions, discuss them with me.

## Background Information of Cynthia Terry

 I have a Masters of Arts in n Marriage and Family Therapy from Richmont Graduate University and a Bachelor and Master of Arts in Social Work from the University of Georgia (UGA). I am currently pursuing licensure as a Marriage and Family Therapist in the state of Georgia and is under the direction and supervision of Nikiya Spence, LCSW.

My therapeutic approaches include a focus on family systems, brief solutions, CBT, transgenerational, and other therapeutic approaches. I work collaboratively with my clients to provide effective tools and strategies for personal growth and healing. My diverse background includes counseling couples, families, and individuals dealing with various issues such as grief, trauma, self-esteem, communication, and conflict resolution.

## Theoretical Views & Client Participation

 It is my belief that as people become more aware and accepting of themselves, they are more capable of finding a sense of peace and contentment in their lives. However, self-awareness and self-acceptance are goals that may take a long time to achieve. Some clients need only a few sessions to achieve these goals, whereas others may require months or even years of therapy. As a client, you are in complete control, and you may end your relationship with me at any point.

 In order for therapy to be most successful, it is important for you to take an active role, both during and between sessions. This also means avoiding any mind-altering substances including but not limited to alcohol and non-prescription drugs for at least eight hours prior to your therapy sessions. Generally, the more of yourself you are willing to invest, the greater the return.

 Furthermore, it is my policy to only see clients who I believe has the capacity to resolve their own problems with my assistance. It is my intention to empower you in your growth process to the degree that you are capable of facing life’s challenges in the future without me. I also don’t believe in creating dependency or prolonging therapy if the therapeutic intervention does not seem to be helping. If this is the case, I will direct you to other resources that willbe of assistance to you. Your personal development is my number one priority. I encourage you to let me know if you feel that transferring to another therapist is necessary at any time. My goal is to facilitate healing and growth, and I am very committed to helping you in whatever way seems to produce maximum benefit.

During therapy, client may experience uncomfortable feelings like sadness, guilt, anger, and frustration due to the nature of processing and working towards one’s goals. On the other hand, therapy may lead to significant reductions in feelings of distress; solutions to problems; and better relationships. While benefits are expected from the therapeutic process, specific results cannot be guaranteed, and there is no guarantee of what you will experience. I encourage an open discussion at any time should you need to further discuss the possible positive or negative effects of entering, continuing, or discontinuing therapy.

## Confidentiality & Records

 Your communications with me will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). I will always keep everything you say to me completely confidential, with the following exceptions: (1) you direct me to tell someone else and you sign a “Release of Information” form; (2) I determine that you are a danger to yourself or to others; (3) you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; or (4) I am ordered by a judge to disclose information. In the latter case, my license does provide me with the ability to uphold what is legally termed “privileged communication.” Privileged communication is your right as a client to have a confidential relationship with a therapist. The state of Georgia has a very good track record in respecting this legal right. If for some reason a judge were to order the disclosure of your private information, this order can be appealed. I cannot guarantee that the appeal will be sustained, but I will do everything in my power to keep what you say to me confidential. Finally, it should be noted that if you choose to communicate with me via email or texting, I cannot guarantee your confidentiality as sometimes an email remains on a server and may be accessible to others. I strongly encouraged that if you choose to communicate with me via email, that you utilize an encrypted program such as the one that is built into therapyappointment.com.

Please note that in **couple’s counseling, I do not agree to keep secrets**. Information revealed in any context may be discussed with either partner if applicable. Please note that this does not apply if you reveal to me information that might put your life at risk. If I am put in a position of being asked to keep a secret, due to ethical reasons, I may have to terminate my work with you. If any person from any party wishes to release the information found in the clinical record, I require that both parties sign the release.

As it pertains to children and adolescents, legally, the parent(s) or legal guardian(s) are considered the client. It should be noted, however, that if I am working with your child on an individual basis, clinically the child is my client. To ensure that your child feels open enough to trust his/her relationship with his therapist, I will not usually share specifics of details about what information is exchanged during our sessions unless your child is at risk for health or safety issues.

## Financial Terms and Fees

As a client, you have the right to pay for your services out of pocket or use your insurance benefits. It is important that you understand the differences between these two options. Insurance companies have many rules and requirements specific to certain plans. Please note that managed care companies typically cover only those services deemed medically necessary, therefore they require a diagnosis for treatment. Please let me know if you have any questions and/or concerns regarding this.

**If you have coverage for behavioral healthcare under an insurance plan, you are responsible for obtaining initial authorization for treatment from your insurance carrier. I will bill your insurance; however, you are responsible for co-payment amounts and deductibles as set for the by your benefit plan. Please understand that insurance companies require a diagnosed mental health disorder from the DSM-5 for reimbursement. There may be instances in which there is no such disorder and/or I may need to see you several times before determining if there is an appropriate code.**

**Please note that payment is required at the beginning of each session. Missed appointments, disability evaluations, court ordered evaluations, completion of forms for attorneys or employees, court appearances, copies of records, letters, or any other types of reports are not covered by your insurance and the charges associated with them are your responsibility.**

**There may be certain circumstances in which a client may not be covered by insurance or wish to pay privately due to concerns about having to release confidential information to their insurance companies or simply due to the fact that certain services are not covered by their insurance plan. Please note that the credit card on file will be charged for all late fees and balances not covered by managed care. All unpaid balances that are not paid within 30 days are subject to collections or legal proceedings.**  **Please note the following fees:**

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| Individual/Family/ Couples Counseling Services 50 minutes | $100 per 50 min service |
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| Sliding Scale Available based on income | $65 and up. |
|  |  |
| Confidential Copying (Records Release) Administrative Fee | $35 plus 50 cents per page |
|  |  |
| Returned payments | $30 per item returned |
| Missed appointments/Late Cancellation (24 hour notice required) | $50 |

## Cancellation/Missed Appointments Policy

Each session is approximately 45-50 minutes in length. Your appointment time is reserved especially for you. Please respect that there may be times when other clients are on a waiting list to be seen. **If you must cancel, please notify the office as soon as possible. If an appointment is missed or it is cancelled with less than 24 hours’ notice, you may be charged $50.** **Please note that the credit card on file will be charged for all late fees and balances not covered by managed care.**  Please be aware that your insurance company cannot be billed for fees associated with missed or canceled appointments.

## In Case of an Emergency

Due to the nature of Solutions of Life being set up as an outpatient facility, I am unable to provide emergency services. I will, however, always do my best to be available and return routine and urgent call within 24 hours during the normal business week. **Business hours are Monday-Thursday 9am to 6pm**. While I am usually in my office during normal business hours, there may be times that I am unable to answer the phone if I am with a client. I strongly encourage you, however, to leave me a voicemail including your name and phone number (even if you think I may have it), along with a brief message. I will call you back when I have a free moment in my day or at the end of the business day. There may be times where I may have to connect with you the next day. If I will be unavailable for an extended time, I provide my clients with a notice in advance, and a colleague to contact, if necessary.

If you have a mental health emergency, I encourage you not to wait for my phone call back, but do one of the following:

* **Call the Georgia Crisis & Access Line (Trained Counselors available 24 hours a day/7 days a week) 800-715-4225**
* **Call 988**
* **Call Lakeview Behavioral Hospital – 678-713-2600**
* **Call Summit Ridge Hospital – 678-442-5800**
* **Call 911**

If at any time, this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability.

## Professional Relationship

 Psychotherapy is a professional service I will provide to you. Because of the nature of therapy, your relationship with me 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 you and I were to interact in any other ways (e.g., social, business, etc.), we would then have a "dual relationship." Dual relationships may compromise our treatment and, therefore, are discouraged in the mental health profession. In order to offer all of my clients the best care, my judgment needs to be unselfish and purely focused on your needs. This is why your relationship with me 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 client’s secret. As much as I would like to, for your confidentiality I will not address you in public unless you speak to me first. I also must decline any invitation to attend gatherings with your family or friends. Lastly, when your therapy is completed, I will not be able to be a friend to you like your other friends. In sum, it is my duty 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.

## Termination Policy

People terminate counseling for various reasons. Sometimes termination is premature of goals being met, while at times counseling is terminated because goals have been accomplished. I want to ensure you that it is my policy to support all termination, for whatever reason.

Termination (ending treatment) is an important part of the treatment process. It is best this be a joint decision so progress can be reviewed and expectations for the future can be discussed. Although it is my goal to work with you until your treatment goals have been completed, there will be times when counseling will have to be terminated prematurely. If I cannot provide appropriate counseling for your treatment needs, if treatment goals that are mutually agreeable cannot be developed, if financial commitments are not honored, if you are not benefiting from counseling or if the counseling environment becomes unsafe, if there is repeated non-compliance with appointments, the therapeutic relationship will be terminated.

Any non-voluntary termination will be accompanied by an appropriate referral for mental health services. A case will be identified as voluntarily closed after mutual discussion between the counselor and client(s) or if there has been no contact for 60 days. Please note that if for a period of more than two months, a client has stopped coming to sessions and has not followed on, the therapeutic relationship will be considered terminated and the client’s case file is closed. Files can always be opened up again if needed.

## 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 me to maintain your confidentiality, respect your boundaries, and ascertain that our relationship 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 and confidential. If you would like for me not to use a cell phone when contacting you, please let me know.

Text Messaging and Email: Both text messaging and emailing are not secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to text and/or email because it is a quick way to convey information. If you choose to utilize texting or email, please discuss this with me. It should be noted, that my main business line is set up as a landline and cannot receive texts. Also, please note that if you are set up to receive your appointment reminders via text, I will not receive any responses from you via that mode of communication. You will need to either email me separately or call to cancel or reschedule your appointments.

Please do not bring up any therapeutic content via text or email to prevent compromising your confidentiality.

Facebook, LinkedIn, Etc: It is my policy not to accept requests from any current or former client on social networking sites such as Facebook or LinkedIn because it may compromise your confidentiality. Additionally, my ethics code prevents me from soliciting endorsements from clients, and the concept of “Fanning” is considered to be bordering on such solicitation. However, it is still your prerogative to view or share any content on my professional pages. Please note that you should be able to subscribe to my professional Facebook page via Really Simple Syndication (RSS) without becoming a Fan and without creating a visible, public link to my Page, which I strongly encourage for your privacy.

Google: I do not search for clients on Google. I respect your privacy and make it a policy to allow you to share information about yourself to me as you feel appropriate. If there is content on the Internet that you would like to share with me for therapeutic reasons, please print this material out and bring it to your session.

Twitter & Blogs: I post psychology news on Twitter, and I write a blog on my website. If you have an interest in following either of these, please let me know so that we may discuss any potential implications to our therapeutic relationship. Once again, maintaining your confidentiality is a priority. I would recommend using an RSS feed or locked Twitter list, which would eliminate you having a public link to my content.

**Website Portal:**

We have a client portal that is accessible through our website at www.solutionsoflife.com, which is powered by **TherapyAppointment.com**. TherapyAppointment.com ensures this portal is encrypted to the federal standard, HIPAA compatible, and has agreed to sign a HIPAA Business Associate Agreement (BAA). The BAA means that TherapyAppointment.com is willing to attest to HIPAA compliance and assumes responsibility for keeping our interactions secure and your PHI confidential. If we choose to utilize this technology, we will give you detailed directions regarding how to log-in securely. We also strongly suggest that you only communicate through a device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

Additionally, through the client portal, you have the option of receiving text and/or email reminders of your appointments with us and/or billing information. If you would like this service, please check the "Website Portal" option at the end of the document.

**Electronic Chat Forums: (If applicable)**

 We utilize an electronic chat forum through Doxy.Me. We have chosen a technology company for chatting that is encrypted to the federal standard, HIPAA compatible, and has agreed to sign a HIPAA Business Associate Agreement (BAA). The BAA means that Doxy. ME is willing to attest to HIPAA compliance and assumes responsibility for keeping your interactions secure and your PHI confidential. If you and your therapist choose to utilize this technology, your therapist will give you detailed directions regarding how to log-in securely. We also ask that you please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. Additionally, you are responsible for initiating the connection with your therapist at the time of your appointment.

 We also strongly suggest that you only communicate through a device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

**Faxing Medical Records:**

 If you authorize us (in writing) via a "Release of Information" form to send your medical records or any form of PHI 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 fax machines may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of our fax machine. However, our fax machine is kept behind two locks in our office. And, when our fax machine needs to be replaced, we will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

**Recommendations to Websites or Applications (Apps):**

 During the course of our treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. She or he 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 and/or 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 if you would like this information as adjunct to your treatment or if you prefer that your therapist does not make these recommendations. Please let your therapist know by checking (or not checking) the appropriate box at the end of this document.

**Electronice Record Storage:**

 Your communications with us will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with TherapyAppointment.com, a secure storage company who has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption**.**

**Electronic Transfer of PHI for Billing Purposes:**

 If your therapist is credentialed with and a provider for your insurance carrier, please know that we utilize a billing service who has access to your PHI. Your PHI will be securely transferred electronically to Echo Billing Solutions. This billing company has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, our billing company, or both.

**Your Responsibilities for Confidentiality & TeleMental Health**

 Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with**. Additionally, you agree not to record any TeleMental Health sessions**.

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

**Client Signature, Acknowledgement, Agreement, and Consent**

I acknowledge understanding Cynthia R. Terry, MSW, MAMFT is currently pursuing licensure as a Marriage and Family Therapist in the state of Georgia and is under the direction and supervision of Nikiya Spence, LCSW. I understand that counselors maintain confidentiality in accordance with the ethical guidelines and legal requirements of their profession. Effective counseling, however, sometimes requires that confidential information be shared with the clinician’s clinical supervisor and director. I understand that no records or information about me will be intentionally released outside of Solutions of Life, LLC without my permission, except under specific circumstances: if I/my child present/presents a serious danger to self or other person(s); if there is a suspicion or actual incident of child abuse or neglect; or a valid subpoena is issued for my/my child’s records, or my/my child’s records are otherwise subject to a court order or other legal process requiring disclosure.

My signature below indicates that I have read and understand the contents of this document as well as the “Health Insurance Portability and Accountability Act (HIPPA) Notice of Private Practices. Your signature also indicates that you agree to the polices and that you are authorizing treatment with you.

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 **Client Name (Please Print) Date**

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 **Client Signature**

**If Applicable:**

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 **Parent’s or Legal Guardian’s Name (Please Print) Date**

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 **Counselor’s Signature Date**