

Kim Kelly LMFT
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Escondido, CA 92025

Therapy Information Disclosure Statement

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in therapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. Counseling has risks as well as benefits. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has been shown to have many benefits: therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Kim Kelly LMFT cannot guarantee the outcome of your counseling experience but I can provide quality, professional services and treat you with courtesy and respect. Thank you for choosing Kim Kelly LMFT for your care.

Confidentiality

With the exception of certain specific exceptions described below you have the absolute right to the confidentiality of your therapy. I cannot, and will not tell anyone else what you have told me, or even that you are in therapy with me (without your prior written permission). In the case of emergency, I may contact a member of your family without your prior consent. You may direct me to share information with whomever you chose (with written consent) and you can change your mind and revoke that permission at any time. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures that confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email or via text, please be aware that these forms of communication are not completely confidential. If you prefer we can communicate via email or text message for issues regarding scheduling or cancellations only. While I will try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

The following are legal exceptions to your right to confidentiality:

Duty to Warn and Protect

If you disclose intentions or a plan to harm another person, I am required to warn the intended victim and report the information to legal authorities. If you disclose or imply a plan for suicide, I will take steps to keep you safe that may include a breach of confidentiality, such as notifying your family, law enforcement, and/or a Psychiatric Emergency Response Team.

Abuse of Children and Vulnerable Adults

If you reveal information concerning child abuse or neglect, or abuse or neglect of the elder or vulnerable adults, I am mandated by law to report it to Child Welfare Services, Adult Protective Services, and/or local law enforcement agencies.

Third Party Payers (when applicable)

Insurance companies and other third-party payers are given information necessary to facilitate claims or monitor quality of service. Information that may be requested includes, but is not limited to: types of service, dates/times of service, diagnosis, treatment plan, progress, case notes, and summaries.

Treatment of a Minor

I generally require the consent of both parents prior to providing any services to a minor child. In the event that the parents are separated or divorced, I will require that the parent/guardian seeking therapy submit supporting legal documentation (such as a custody order) prior to beginning services. This is to assure that we are working in accordance with the custody order, and to determine if both parents need to consent to the services. Therapy can only be effective if there is a trusting, confidential relationship between the therapist and client. This is a standard that I ask parents/guardians to respect and to allow there to be privacy in the sessions with the minor. The parents/guardian can expect to be kept up to date as to the client's progress in therapy, but will typically not be privy to detailed discussions between the therapist and client. However, they can expect to be informed in the event of any serious concerns I might have regarding the safety or well-being of the client, including suicidality.

Patient Litigation

I will not voluntarily participate in any litigation, or custody dispute in which the client and another individual, or entity, are parties. I have a policy of not communicating with the client's attorney, or legal representative and will generally not write or sign letters, reports, declarations or affidavits to be used in the client's legal matter. Should I be subpoenaed, or ordered by the court of law to appear as a witness in any actions involving the client, the client, or the parent/guardian agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my rate of 150.00 an hour.

Record-keeping

I keep session records, noting that you have been here, what interventions happened in the session and the topics we discussed. If you prefer that I keep no record, you must give me a written request to this effect for you file and I will note that you attend therapy in the record.

Appointments and Cancellations

Please remember to cancel or reschedule your appointment 24 hours in advance. The standard meeting time for therapy is 60 minutes. It is up to you, however to determine the length of time of your sessions. Cancellations and re-scheduled sessions will be subject to a 50.00 fee if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you.

Your Financial Responsibility

You are responsible for coming to your session on time and at the time we have scheduled. Please be aware that sessions are 60 minutes. If you are late, we will end on time and not run over into the next session. **If you miss a session without canceling, or cancel with less than 24-hour notice, you must pay a fee of \$50 at our next regularly scheduled meeting.** Missed appointments cannot be billed to your insurance. Please note that I try very hard to accommodate my clients' schedules, which can be complicated.

Your Responsibility If You are Using Insurance

If you have insurance, you are responsible for providing me with the information I need to bill your insurance. I will check your benefits for billing information, please be advised that insurance companies often give contradictory information. It is your responsibility to contact your insurance provider and find out personally what your behavioral health benefits are, and your personal responsibility like co-pay or deductible. **I expect payment at the time of service** for sessions or co-pays. **You are personally responsible for payment for my services.** If your insurance company does not cover, or pay for my services, **you are responsible for my fees.** You always have the option of working directly with your insurance company for reimbursement.

Client Consent to Therapy

I have read this statement, had sufficient time to be sure that I considered it carefully, asked questions that I needed to, and understand this agreement and I agree to its terms. I understand and agree to the above limits of confidentiality required by law. I consent to the use of a diagnosis in billing and to release of that information and other information necessary to complete the billing process (if using insurance). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Kim Kelly LMFT. I know I can end therapy at any time I wish and I can refuse any therapeutic interventions or suggestions made to me. I agree to the above outlined conditions of therapy. Additionally, I am over the age of eighteen and able to sign on my own behalf.

Client(s) Name	Signature	Date
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Client(s) Name	Signature	Date
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Parent/Guardian Name, if client is a minor	Signature	Date
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Signature of Therapist		Date
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