



## Disclosure of Information & Policies and Client Agreement

### *Social Media and the Internet*

I keep a business Facebook Page, an Instagram profile and a LinkedIn profile (and possibly more, over time) to share my blog posts, practice updates and other information about my business. I do not recommend that you, as a client, connect with me through social media because it creates a greater likelihood of compromised client confidentiality. That being said, I accept all requests and do not take responsibility for filtering requests made by clients. If you elect to “friend”, “like”, “follow”, or otherwise connect with Lotus Emotional Wellness Services through the internet or social media, you acknowledge that this potential compromise is made by your own consent.

You may find my therapy practice on business review sites like Yelp, Healthgrades, Yahoo Local, etc. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site.

If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my clients. Of course, you have the right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it. If you have concerns about therapy with me, we should discuss them.

### *Communication with me*

When you need to contact me, the best method is to call me at 302- 526-0039. I answer messages as promptly as I can, typically within 24 hours unless it is the weekend or holiday. My voicemail is secure, and it is a place to leave detailed messages, including scheduling changes.



Communication via email and text message is not secure. If you choose to communicate by email or text, I request that you limit that communication to scheduling issues only.

### *Fees and Payment*

Fees for services are listed on the separate fee agreement form. I stop sessions on time even if we are in the middle of something. This allows me to keep on schedule for all of my clients. I accept checks, credit cards and cash. Payment is due at the end of each session unless different arrangements have been made so that we can use the full session hour for counseling.

Time spent in any way on legal proceedings is billed at two hundred fifty dollars (\$250) per hour.

### *Appointments and Cancellations*

After two missed appointments without 24 hour advanced notice, a \$35 no show fee will apply. Exceptions may be made, at my discretion, for emergencies. Appointment reminders are sent as a courtesy.

### *Confidentiality*

Conversation between you and me will not be disclosed without written permission. The following situations are exceptions to your right of confidentiality:

If I believe that you are likely to do harm to yourself or to another person, I am required by law to take steps to protect you and/or the other person.

If I believe that you may be physically or sexually abusing or neglecting a minor child or vulnerable adult, or if you report information to me about the possible abuse or neglect of a child, I am required by law to report this.

Although I will request your consent to release information, I can be legally obligated by subpoena or court order to turn over my records and testify. I do take your confidentiality very seriously and only disclose the information which I am obligated by law to disclose. Nevertheless, please inform me as soon as you know that you are likely to be in such a legal situation, so that I can exercise due caution so as to protect your privacy.



If our therapeutic relationship involves more than one person (e.g. spouse, parent, partner) I will not release any information to a third party (court, attorney, etc.) without the signed permission of all parties involved in our therapeutic work together, except as required by law.

Your signature on this disclosure statement represents agreement to this requirement. If this concerns you, please bring it up the next time we meet together.

In some cases it will be useful to the therapy for me to discuss your situation with others such as your physician, your former therapist, your attorney, etc. In such cases, I will seek your written permission for this exchange of information.

I do consult with colleagues regarding my work with clients to gain feedback and suggestions about treatment. My work with you may be discussed in formal or informal sessions with my colleagues or with other professionals. During these consultations, neither your last name nor other unique identifying information will be used. All discussions of this type with other professionals are subject to the same provisions of confidentiality discussed above.

If you have been directly referred to me by someone else, I may, as a good business practice, acknowledge to them that you have contracted with me for services and I will thank them for the referral. I will not discuss your situation with them unless I have your written permission.

Please review my Notice of Privacy Practices for the most current legal description of private healthcare information and exceptions and exclusions per HIPAA regulations.

### *Telemental Health*

TeleMental health means the remote delivering of health care services via technology-assisted media. This includes a wide array of clinical services and various forms of technology. The technology includes but is not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means. The delivery method must be secured by two way encryption to be considered secure. Synchronous (at the same time) secure video chatting is the preferred method of service delivery.



## *Limitations of TeleMental Health Therapy Services*

While TeleMental health offers several advantages such as convenience and flexibility. It is an alternative form of therapy or adjunct to therapy and thus may involve disadvantages and limitations. For example, there may be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see various details such as facial expressions. Or, if audio quality is lacking, I might not hear differences in your tone of voice that I could easily pick up if you were in my office. Additionally, the therapy office decreases the likelihood of interruptions.

However, there are ways to minimize interruptions and maximize privacy and effectiveness. As the therapist, I will take every precaution to insure a technologically secure and environmentally private psychotherapy sessions. As the client, you are responsible for finding a private quiet location where the sessions may be conducted. The virtual sessions must be conducted on a Wifi connection for the best connection and to minimize disruption.

Clients agree to take full responsibility for the security of any communications or treatment on their own computer or electronic device and in their own physical location. Clients understand they are solely responsible for maintaining the strict confidentiality of my user ID, password, and/or connectivity link. Clients should not allow another person to use their user ID or connectivity link to access the services. Clients should also understand that they are responsible for using this technology in a secure and private location so that others cannot hear their conversation. Clients understand that there will be no recording of any of the online session and that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without my written permission, except where disclosure is required by law.

## *In Case of Technology Failure*

Clients should understand that during a TeleMental health session we could encounter a technological failure. Difficulties with hardware, software, equipment, and/or services supplied by a 3rd party may result in service interruptions. If something occurs to prevent or disrupt any scheduled appointment due to technical complications and the session cannot be completed via online video



conferencing, please call the therapist back at: 302-526-0039. Please make sure you have a phone with you, and I have that phone number. We may also reschedule if there are problems with connectivity.

### *Structure and Cost of Sessions*

I offer face-to-face psychotherapy when appropriate and available. However, based on your ability to make in-person sessions and my availability, I may provide virtual psychotherapy if your treatment needs determine that TeleMental health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, TeleMental health, or both. We will discuss what is best for you.

The structure and cost of TeleMental health sessions are exactly the same as face-to-face sessions. For private pay clients, I require a credit card ahead of time for TeleMental health therapy for ease of billing and your credit card will be charged at the conclusion of each TeleMental health interaction.

### *In Case of Incapacitation*

I have a professional will and have planned for the continuation and/or disposition of my professional practice, the handling of my client records, and the continuity of care for my clients. My professional executor is Tina Walls, LPCMH (302-528-8206).

### *Client Records*

I keep record of the health care services I provide. You may ask to see and copy that record. You may ask me to correct that record. I will not disclose your record to others unless you direct me to do so or unless the law authorizes or compels me to do so. You may see your record or get more information about it by request. There will be a fee for the copying of the clinical file.

I ascribe and adhere to the National Association of Social Workers Code of Ethics and abide by all regulations outlined in Delaware's Social Work Licensure Administrative code 3900.

### *Client Consent to Treatment*

I have read or have had satisfactorily explained to me Lotus Emotional Wellness Services's Disclosure of Information, Policies, and Client Agreement and understand it. I have asked any questions that I had about this statement, and about statements regarding fees and payment policies.



I understand and agree to the description of confidentiality and its exceptions as stated above. I consent to counseling under the terms described above with Emily White, LCSW/Lotus Emotional Wellness Services and understand that I have the right to terminate counseling at any time. My signature below indicates that I have received a copy of this agreement.

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Client Signature

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Date

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Client Signature

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Date

-----Initial here to indicate that you have received a copy of my Notice of Privacy Practices.