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**Amy Ballinger Simpson, LCSW
Licensed Clinical Social Worker**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you have so we can discuss them during your initial meeting with me. When you sign this document, it will represent an agreement between us. Your *initials* on each page confirm that you have read and understand the provisions of that section of the contract.

PROFESSIONAL INFORMATION DISCLOSURE STATEMENT

What to expect from our relationship?

Therapy is a relationship that works in part because of clearly defined rights and responsibilities of each participant. These clearly defined roles and boundaries are what distinguish the professional client/therapist relationship from other types of relationships. It is these roles and boundaries that permit safe and effective exploration of important topics and themes in treatment. As a client receiving therapy, you have certain rights that are important for you to know about so that you can be an informed and active participant in your own treatment. There are also certain limitations to these rights that you need to know. As a therapist, I have also have rights and responsibilities in providing treatment to you.

Be aware that therapy produces potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, what you discuss in therapy is kept confidential. This means that I cannot tell anyone what you have told me during our sessions. This confidentiality also prohibits me from telling others that you are in treatment. I must have your written permission prior to making any form of disclosure about your treatment. In the event that you permit me to disclose information about your treatment, I will do so on a "need to know basis." This means that I will share the minimum amount of information needed in order to achieve the necessary outcome. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. If you revoke permission, please submit your request in writing and be aware that information already disclosed for the purposes of your treatment and with your permission cannot be rescinded and will only apply to future potential disclosures.

You are protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically, it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email or text at some point in our work together, please be aware that neither is completely confidential. All emails are retained in the logs of an internet service provider and texts could be accessed through the cell provider. While under typical circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service or cell service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record. Texts are deleted after messages are received. My cell number is my contact number and it is only used in my practice.

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Our relationship is professional. It is important not to have any relationship outside counseling sessions, such as a friendship, business, or a social relationship. If we have contact in a public setting, I will not acknowledge you in any way that would jeopardize your confidentiality. If you choose to greet me, I will be friendly, but will let you lead the conversation.

The following are legal exceptions to your right to confidentiality. I would inform you of any time that I would need to disclose personal information without your permission.

While most of our communication is confidential there are, however, circumstances when disclosure can occur without prior consent. The following are typical, but not exhaustive, examples of situations and circumstances under which information may be disclosed without prior consent:

1. If I have good reason to believe that you are abusing or neglecting a child, dependent adult, or older adult (age 65 or older), abuse of a disabled person, and abuse of a mental patient or if you give me information about someone else who is doing this, the law requires me to file a report with the appropriate state agency.
2. If you make a serious threat to harm yourself and/or another person, the law requires me to try to protect you and/or that other person. This usually means telling others about the threat and seeking assistance.
3. If you are involved with a court case, (like a child custody case, adoption case, criminal prosecution case, a therapy negligence case or other types of cases) and it is disclosed that you are seeing me, I may then be ordered to show the court my records. Please consult your lawyer about these issues.
4. If you were sent to me by a court or an employer for evaluation and treatment, the court or employer expects a report from me. If this is the situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have a right to tell me only what you are comfortable with telling.
5. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either a.) engaged in sexual contact with a client including yourself or b.) is impaired in practice due to cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their respective licensing board.
6. If the FBI orders me to release records in keeping with a federal law known as The Patriot Act of 2001, I may be required to provide FBI agents with records of your treatment. This Act prohibits me from informing you that the FBI sought or obtained this information.

II. Record-keeping

I keep written records of your treatment, noting your attendance, which interventions were used, and the topics we discussed. You have the right to a copy of your file at any time, unless I believe that this disclosure would cause you psychological harm. If this is the case, I will be happy to provide your records to an appropriate mental health professional of your choice.

Because client records are professional documents, they can contain information that is confusing or upsetting when taken out of context. If you wish to review your records, it is best to review them with me so that we can discuss their content together. You have the right to request that I correct any errors in your file. I will always maintain your records in a secure location that cannot be accessed by anyone else.

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III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, a diagnosis is often required in order to obtain reimbursement. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the **DSM-V**.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You should feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. If you feel you would like to discontinue treatment with me, I encourage you to schedule a meeting to discuss this with me in person. However, this is not required and you are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network of providers. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of these rules. Upon request, I will provide you with the necessary documentation to submit a claim for reimbursement from your insurance company.

VI. Termination

You normally will be the one who decides therapy will end, with a couple of exceptions. If I am not in my judgment able to help you, because of the kind of concerns you have or because my training and skills are not appropriate, I will inform you of this fact and refer you to other providers who may be a better fit. I also have an obligation to refer you to another provider if it becomes apparent over time that my treatment is not benefitting you.

VII. Contacting Me

Clients are seen by appointment. Evening appointments are available. Appointments are made by calling 817-266-1159 or you may contact me through email for initial appointments. I maintain my own appointment calendar, so if I do not answer because I am in session, please leave your name and phone number and I will call you back for scheduling. The very first time I meet with you, we will need to give each other a lot of basic information. During the initial session, we will discuss the type and number of sessions needed. This is variable and dependent on many factors. We will try to schedule sessions for both your and my convenience.

If I need to discontinue our relationship due to illness, disability, or other presently unforeseen circumstances, you agree to my transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access. By signing this information and consent form, you give your consent to allow another licensed counselor selected by this therapist to take possession of your file and records and provide you with copies upon request, or to deliver them to a counselor of your choice.

I am away from the office at times for vacation or to attend professional meetings. If I am not taking and responding to phone messages during those times, I will have someone cover my practice. I will tell you well in advance of any anticipated absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. If you are experiencing a crisis and cannot keep yourself safe, please call

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911 or if you are able to drive safely, you can go to your nearest emergency room. You may also contact the following for emergency services in **Tarrant County**: Crisis Intervention-Fort Worth at 817-927-5544; John Peter Smith Hospital emergency room at 817-927-1110. In **Dallas County**: Dallas Suicide and Crisis Center at 214-828-1000; Parkland Psychiatric Clinic at 214-590-5536 or the Parkland Emergency Room at 214-590-8761.

During the course of treatment, I may suggest that you consult with another health care provider regarding additional treatments that could help you. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care provider is working with you, I will need a release of information from you so that I can communicate freely with that person about your care.

Emergency contact

If there is an emergency during our work together or I become concerned about your personal safety, by signing this form you specifically give me your consent to contact someone close to you (perhaps a relative, spouse, or close friend) and/or medical personnel. If I become concerned about you hurting another person, you specifically give your consent for me to contact your emergency contact, warn the person in danger, and contact necessary medical and law enforcement personnel. Please write down the name and information of your emergency contact person in the blanks provided:

Name _____ Relationship _____
Phone Numbers _____
Address _____

My Training

I graduated with a Masters of Science in Social Work in Direct Practice, from The University of Texas at Arlington in 2007.

I am licensed as a Clinical Social Worker, an Independent Practitioner, by the Texas State Board of Social Work Examiners. The board contact information is:

Texas State Board of Social Worker Examiners	E-mail: lsw@dshs.state.tx.us
Texas Department of State Health Services	Telephone: (512) 719-3521 or (800) 232-3162
Mail Code 1982	Fax: (512) 834-6677
P.O. Box 149347	
Austin , Texas 78714-9347	

Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes. Each session is \$125.00, due at the time of service and payable by cash, check or credit card. Checks are made out to Amy Ballinger Simpson. Please note there is a \$30.00 fee for returned checks. If we decide to meet for a longer session ahead of time, I will bill you prorated on the hourly fee.

If insurance coverage cannot be verified, or if coverage is denied, then you are responsible in full for these charges.

All fees (co-pays if using insurance) for counseling are due at the time services are rendered, payable by cash, check or credit card. Insufficient-funds checks will be returned upon full payment of the original amount plus \$30.00.

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If I participate with your insurance, most or all of the charges will be submitted to your insurance company. I may need to furnish medical information to the insurance company to complete the claim process.

If you have medical insurance, I will be happy to furnish a statement of service, so that you may file it with your insurance company for any eligible reimbursement.

I cannot accept barter for therapy. I am unable to run a bill for clients for their therapy. If you are unable to continue therapy because of a change in financial circumstances, please let me know so we can discuss different payment arrangements.

If you are late to your appointment, we will still need to end on time. Fees are not prorated if you are late to your appointment. If you are going to be more than 15 minutes late for your appointment, please call or text me at 817-266-1159. If you do not reach me directly, leave me a message. If you do not do this, I may assume you are not coming and may be unavailable. If this happens, you will still be charged for the session.

If you miss a session without canceling, or if you cancel with less than twenty-four hour notice, you must pay for that session at our next regularly scheduled meeting. The only exception to this rule is if you would endanger yourself by attempting to attend your session (for instance, driving on icy roads without proper tires), or in case of an emergency. Please be aware that missed appointment fees are not covered by insurance, and you will still be held responsible for payment.

I will not voluntarily participate in any litigation or custody dispute in which you, another individual or entity, are parties. It is my policy not to communicate with your attorney and I will generally not provide or sign letters, reports, declarations or affidavits to be used in your legal proceedings unless I am court-ordered to do so. You will be expected to pay for such professional time even if I am compelled to testify by another party. You will also be billed for any time I spend preparing reports, documents, or records that you request, prorated according to my hourly fee.

Complaints

If you're unhappy with what is happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously and will address your concerns with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can file a complaint with the Texas State Board of Social Work Examiners. To obtain more information on filing a complaint, call 1-800-942-5540.

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**Amy Ballinger Simpson, LCSW
Notice of Privacy Practices
Receipt and Acknowledgement of Notice**

Patient/Client: _____

Date of Birth: _____

I hereby acknowledge that I have received and have been given an opportunity to read a copy of Amy Ballinger Simpson LCSW, Notice of Privacy Practices. I understand that if I have any questions regarding the Notice or my privacy rights, I can contact Amy Ballinger Simpson LCSW.

Signature of Patient/Client

Date

Signature of Parent, Guardian or Personal Representative*

Date

*If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).

Patient/Client Refuses to Acknowledge receipt:

Signature of Staff Member

Date