

# ANN B. STONEBRAKER, M.S., LPC

**LICENSED PROFESSIONAL COUNSELOR** 

8700 Manchaca Road, Suite 806 Austin, Texas 78748 (512) 850-6781

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.

#### PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

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 in psychotherapy, 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.

Client	initials:	

## 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 at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of an internet service 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 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.

For confidentiality reasons, if I see you outside the office I will not acknowledge you first. However, if you choose to greet me, I will be friendly but avoid any personal issues, and 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.

- 1.) If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
- 2.) If I have good reason to believe that you are abusing or neglecting a child, dependent adult, or older adult (age 65 or older) 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.
- 3.) If I believe that you are in imminent danger of harming yourself, I must take steps to ensure your safety up to and including contacting the police or the county crisis team. I would explore

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all other options with you before I took this step. If after that discussion you remained unwilling or unable to take steps to guarantee your safety, I would call the crisis team.

- 4.) 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 patient, 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.
- 5.) If I am court-ordered to release records as part of a legal proceeding, I am required to comply with that order. Please note that if you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist.
- 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.

#### 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-IV*; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

#### 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.

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## 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 three 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. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

#### VII. Contacting Me

I am away from the office several times in the year for vacations 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 lengthy 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 911 and request a mental health deputy. You can also call 512-472-4357, the local county crisis outreach service. Alternatively, if you are able to drive safely, you can go to the nearest hospital emergency room for assistance.

I make every effort to return phone calls within 24 hours although occasionally there are unavoidable delays. Routine calls received after 5 pm will be returned on the next business day. If you need to speak with me immediately, please indicate so on my voicemail and I will make every effort to call you back as soon as I possibly can. I ask that you use phone contact instead of email for scheduling concerns or cancellations. If you contact me by phone or email seeking an in depth discussion about topics for therapy, I will likely ask you to make a note of your thoughts so that you can bring it up in the next session with me. This ensures that we keep a good boundary about where your therapy happens, thereby increasing its effectiveness.

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## My Training and Approach to Therapy

I graduated with a M.S. in Clinical Psychology from Pennsylvania State University in 2007. I hold license number 65595 as a Licensed Professional Counselor with the Texas State Board of Examiners of Professional Counselors. The board mailing address is:

Texas Department of State Health Services Mail Code 1982 P.O. Box 149347 Austin, Texas 78714-9347

The telephone number for the board main office is 512-834-6658.

My areas of special training and expertise include people-pleasing, women's wellness and trauma recovery. I have received the first module of training in Eye Movement Desensitization Reprocessing (EMDR), a certain type of therapeutic intervention commonly used in the treatment of trauma. If I feel that this would be an effective form of treatment for your presenting problem, we will discuss the procedure and possible risks and benefits before using it in session. You always have the right to decline to participate in any type of treatment or intervention I propose in therapy.

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.

My approach to therapy is integrative, meaning that I draw on theory and interventions from many different schools of thought in order to most effectively address your concerns. I most commonly draw upon include psychodynamic, interpersonal, existential and feminist models of treatment. Broadly speaking, a psychodynamic perspective means that I consider your early life experiences to play an important role in who you are today, and that your difficulties may be tied to feelings, longings or motivations for which you may not have full awareness moment to moment. Having an interpersonal focus means that I pay particular attention to the quality and style of your attachments to others, and that I consider the therapeutic relationship itself to be an important component of the healing process. Having an existential perspective means that I think about the realities and tasks of what it means to be human (for example, having awareness of one's own mortality, exercising one's free will, finding meaning and purpose in life) and how this relates to your experience of the world. Having a feminist perspective means that I am sensitive to the dynamics of power, culture, and gender—both in the treatment room and also out in the world. If you would like to learn more about my therapy approach, or you are unsure why I am asking you to think about or do something in session, please ask me. I am happy to discuss it with you.

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I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would also be an abuse of the power I have as a therapist.

#### Your 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 55 minutes. The fee for each session is \$110, due at the time of service and payable by cash or check. All checks must be made out to Labyrinth Healing. Please note there is a \$25 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 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 me at 512-850-6781. 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.

I do not charge for brief phone calls between sessions, but do charge for longer calls (15 minutes or more.) Fees for these calls are due at the next appointment and are as follows: 15 minutes = \$20.00, 20 minutes = \$35.00, 30 minutes = \$50.00.

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.

You will be given two months advance notice if I increase my fees. If my fee increase would present a financial hardship for you, we will discuss alternative treatment options. I will provide you with several referrals for counseling services that fit your budget and will work to facilitate your transfer to another treatment provider.

If you have negotiated a sliding scale fee with me, we will revisit the topic of the fee periodically to determine your ongoing need for a reduced fee. If your life circumstances change in such a way that permits you to pay full fee, I expect that you will inform me of this, as I reserve sliding scale spots for clients who would otherwise be unable to afford treatment with me.

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I am an out-of-network provider for insurance companies. If you wish to use your health insurance benefits, I will provide you with a receipt so you can file a claim for reimbursement. You are responsible for full payment at the time of service and you must arrange for any preauthorizations for service with your insurance company directly.

I cannot accept barter for therapy, and I do not take credit cards as a form of payment. I cannot have clients run a bill for their therapy. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay the amount owed, I reserve the right to give your name and the amount due to a collection agency.

## **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 Examiners of Professional Counselors. To obtain more information on filing a complaint, call 1-800-942-5540.

## Acknowledgement

By my signature below, I acknowledge that I have read and understand all of the terms and conditions of this contract and agree to abide by its terms during our professional relationship. I agree to hold Ann B. Stonebraker harmless from any claims, demands or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment. I understand that Ann B. Stonebraker is an independent practitioner and that this contract is only with her, not with any other entity or individual.

(Printed name)		
(Signature)		
(Date)		