

# Information Disclosure, Informed Consent, and Practice Policies



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## THIS FORM HAS FOUR PURPOSES:

1. It clarifies expectations for counseling. Your first visit will help your counselor get a general understanding of your situation to determine an individualized plan of actions. It is important that you actively participate in the development of your plan as you are your own expert. The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.
2. This form serves as an agreement between you, your counselor, and Blue Sage Counseling. You may revoke (cancel) this Agreement in writing at any time. That revocation will be binding to Blue Sage Counseling unless action has already been taken on your behalf. Examples of this situation include your insurance company may require Blue Sage Counseling to send information regarding your claims or in the event that you have not paid your bill in full.
3. This form also contains information about a federal law that affects your privacy rights. Health Insurance Portability and Accountability Act (HIPPA) regulates the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and healthcare operations. HIPPA requires that you are provided a copy of the Notice of Privacy Policies. The Notice, included in this Agreement, explains HIPPA's application to your personal health information in greater detail. The law requires that Blue Sage Counseling obtain your signature acknowledging that we have provided you with this information. Copies of this Agreement are available in your Simple Practice Portal or in writing by request.
4. This form explains the policies of Blue Sage Counseling and Jessica L. Schnell, Ed.S, LPC. Please reach out with any concerns or questions about these policies.

## **REFERRALS IN CASE OF INABILITY TO PROVIDE CARE**

In the event of illness, accident or death of your counselor, clients will be referred to other therapists within the community who agree to continue your care and maintain your clinical record when your counselor is unable. Additional referrals can be provided upon request. If preferred, clients are welcome to seek care with a counselor of his/her choice.

## **COUNSELING PURPOSE**

You have taken a very positive step by deciding to seek therapy. Counseling is a collaborative process between the counselor and you (the client), working as a team toward achieving your goals. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can incite emotional distress. Counseling has been shown to have many benefits. However, there are no guaranteed results. When it is effective, counseling often leads to better relationships, solutions to specific problems, and reduced emotional distress. In the event that a client and counselor are not a good fit, a referral for a different therapist can be made.

## **APPOINTMENTS**

Counseling sessions generally last 60 minutes. Appointments can be made through your counselor. Once the appointment is made, that time is reserved specifically for you.

## **NO SHOW/LATE CANCELLATIONS**

Please be respectful of your counselor and cancel any scheduled appointment at least 24 hours in advance. Any appointment that is canceled within 24 hours of the scheduled time will be assessed a \$50 fee. Any no-show will result in a \$50 fee. Because the counseling time is important, any client who arrives more than 15 minutes late will be required to reschedule and will be responsible for a \$50 cancellation fee for that appointment time. Counseling is a commitment. Any progress will only occur if a client attends regularly. For that reason, after three impromptu cancellations or no-shows, clients will no longer be rescheduled. If a client wishes to return to counseling, the client may call to make another appointment. Habitual no-shows may result in a referral to another therapist.

## **BILLING INSURANCE**

Medical insurance that provides mental health benefits does so based on the medical model. This means Blue Sage Counseling will be required to provide your insurance with a medical diagnosis. Benefits are limited to those that are "medically necessary." Many social, family, and marriage problems are not deemed medically necessary and therefore are NOT covered by many insurance plans. It is sometimes difficult to determine exactly what benefits are available for mental health services. Blue Sage Counseling will aid in determining what benefits your health insurance plan has, but it is your responsibility to be knowledgeable of the mental health services your plan covers. Ultimately, you, not your insurance company, are responsible for the full payment of fees. Blue Sage Counseling bills your insurance as a courtesy. If your insurance has not paid within 90 days, Blue Sage Counseling requires that you pay the balance due and talk to your insurance company about reimbursing you. Please talk with your provider if you have questions regarding

diagnosis and medical necessity. Some insurance plans require additional clinical information about your treatment. Detailed information is provided in the Managed Care Informed Consent Document.

Counselors are required to adhere to the 2014 American Counseling Association Professional Code of Ethics adopted by the Wyoming Mental Health Professions Licensing Board. If you have questions regarding the services you receive, please discuss them with your counselor. If you do not receive a satisfactory response or have reason to believe your counselor has acted in an unethical manner, you have the right to file a complaint in writing to the Wyoming Mental Health Professions Licensing Board at 2001 Capitol Avenue, Room 105, Cheyenne, WY 82002. The telephone number is 307-777-3508. There are no repercussions for complaints. You may, at any time, seek a second opinion or request a referral to another counselor. If you are dissatisfied with your counselor, it is your right and responsibility to seek another provider or terminate treatment (unless treatment has been court-ordered). A referral to another provider will be given upon request.

## **CONFIDENTIALITY AND CLIENT RECORDS/NOTICE OF PRIVACY POLICIES AND PRACTICES**

Federal and State laws governing confidentiality can be quite complex. This Notice explains some specific Patient Rights that you have under these laws.

### **CLIENT RECORDS**

A clinical medical record file on your case is maintained, which is the property of Blue Sage Counseling and Jessica L. Schnell, Ed.S, LPC. We use Simple Practice to manage our electronic medical records. These files contain a copy of this intake paperwork, insurance/billing information, a medical record documenting your session with Jessica L. Schnell, Ed.S, LPC, medical records received by other providers, and any medical releases you have signed. You may examine and/or receive a copy of your medical record. Releasing records will be done in such a way that adheres to Wyoming Law, the 2014 Code of Ethics, HIPAA guidelines, and other applicable laws. There may be a charge for writing reports or for copying materials.

### **CONFIDENTIALITY**

Information provided by and to a client during therapy sessions is legally confidential. As such, the session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. There are certain situations in which Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC is required by law to reveal information obtained during therapy without your permission. As of March 1, 1999, Wyoming has implemented a privileged communication statute. This law states that, when involved in legal proceedings (civil, criminal, or juvenile) clients retain the right to privacy unless these specific circumstances exist:

1. Current or previous abuse or harmful neglect of children, the elderly, or disabled or incompetent individuals is known or reasonably suspected
2. The validity of a will of a former client is contested

3. Information related to counseling is necessary to defend against a malpractice action brought by a client
4. An immediate threat of physical violence against a readily identifiable victim is disclosed to the counselor
5. In the context of civil commitment proceedings, where an immediate threat of self-inflicted harm is disclosed to the counselor
6. The client alleges mental or emotional damages in civil litigation, or his/her mental or emotional state becomes an issue in any court proceeding concerning child custody or visitation
7. The client is examined pursuant to a court order
8. In the context of investigations or hearings brought by the client and conducted by the board where violations of this act are at issue

Occasionally, I may need to consult with other professionals in their areas of expertise to provide the best treatment for you or your minor child. Information about you or your child may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, I but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

## **COURT AND LEGAL PROCEEDINGS**

Clients of Blue Sage Counseling agree that they are entering into a therapeutic relationship for the purpose of improving your or your minor child's mental health and emotional well-being. Counseling services and documents associated with receiving counseling services are legally protected and confidential. Assessments, progress notes, documents, and other information in your counseling medical record are intended to inform treatment and assist you or your minor child with meeting therapeutic goals and receiving payment. Requesting your provider to use this information in legal or court proceedings has several potential risks to you, your minor child, and your provider which are explained below.

1. Licensed Counselors are to practice only within the boundaries of their competence which is determined by: education, training, supervised experience, state, and national professional credentials, and professional experience. Unless a licensed counselor has specialized training, supervision, and experience in matters related to court and legal processes, it is outside a licensed counselor's scope of experience and practice to offer testimony as an expert in psychiatric or behavioral disorders, treatment modalities, divorce proceedings, accident or injury lawsuits, child custody disputes, or other legal matters.

2. The counseling profession adheres to the 2014 ACA Code of Ethics which establishes the ethical practice of professional counselors, protects those utilizing counseling services, and establishes expectations of conduct emphasizing the role of the professional counselor. First and foremost, the Code of Ethics stresses that professional counselors have a responsibility to respect and safeguard a client's welfare, right to privacy, and confidentiality. Participating in court or legal proceedings on behalf of a client risks your counselor operating in direct violation of these responsibilities.
3. It is typically necessary for your counselor to retain her own legal counsel to ensure she is not violating your rights or risking their license.
4. The counseling profession also adheres to all HIPAA rules and regulations as they relate to the release or disclosure of Protected Health Information (PHI).
5. The following violations of your rights or your minor child's rights and protections may occur when asking your counselor to engage in court or legal proceedings: a) disclosure of information that is protected and legally confidential, b) loss of consent as to what or how information is used or disclosed, c) potential harm to client's well-being due to the information disclosed, d) a potential change or end to the established therapeutic relationship, e) financial obligations beyond counseling services, f) counselor operating in an evaluative instead of a therapeutic role. Because involvement in court or legal proceedings puts you or your minor child at risk, it is the normal and typical practice of Blue Sage Counseling and all rendering providers to decline all requests to participate in court or legal proceedings. If Blue Sage Counseling or Jessica L. Schnell, Ed.S, LPC is compelled, either by subpoena or request, to participate in court or legal proceedings, all necessary ethical and legal steps will be taken to protect your or your minor child's confidential information. Upon receipt of a subpoena or request to engage in legal proceedings, fees will be assessed as outlined below.

If, after a review of the facts, consultation with other counseling professionals, and legal counsel, it can be determined that participating in court or legal proceedings promotes a client's welfare or well-being, your counselor may waive her typical practice of declining to participate in court or legal proceedings. A decision to do so will be fully documented and the client will be asked to document in writing that they understand and consent to the risks associated with disclosing confidential information.

## **AUTHORIZATIONS AND AGREEMENTS**

Your signature below indicates that you have read, understand, and agree to the following as it pertains to requesting Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC, to be subpoenaed or otherwise requested to participate in court or other legal proceedings: a) you agree that you, your attorney(s), or any other party acting on your behalf will engage Blue Sage Counseling Jessica L. Schnell, Ed.S, LPC in court or legal proceedings including, but not limited to: subpoenas for testimony, depositions, affidavits, requests for records, evaluations, or expert testimony; b) you understand and agree that engaging Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC in legal proceedings after waiving your right to do so, may result in the end of the therapeutic relationship and may result in a referral to another provider; c) you understand as the client or legal guardian of a client who is a minor child and the identified financially responsible party, that fees are applicable regardless of person/persons who initiate a subpoena or request for participation

in court or legal proceedings of you or your minor child; d) you understand and acknowledge that participation in court or legal proceedings is outside of the normal and accepted business practices associated with providing counseling services; e) you acknowledge and accept the following fees will apply when Blue Sage Counseling Jessica L. Schnell, Ed.S, LPC, receives a subpoena or request to engage in court or legal proceedings on your behalf or on behalf of your minor child: 1) A retainer fee of \$1,000 is due at the time the subpoena is served/received or legal action is initiated; 2) charges of \$250 per hour will be made by Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC for time including, but not limited to: phone calls/communication/meetings with all legal counsel involved in the request (counselor's, client's, third party), drive time, wait time, court preparation/deposition time, court appearance time, paperwork/document preparation, and any other time related to the request; 3) any additional charges after the retainer is depleted will be charged at \$250/per hour; 4) if payment is not received as outlined above it may result in the end or disruption of counseling services and a referral to another provider.

## **CONFIDENTIALITY AND COMMUNICATION**

You may choose to engage in electronic communications with your counselor. If you and your counselor choose to use electronic communications, it is important that you are aware that confidentiality may be difficult to guarantee in that format. Your provider will follow guidelines as outlined in the ACA Code of Ethics and HIPAA Hi-tech security requirements.

## **CONTACTING PROVIDER, ACCESS TO CARE, AND AFTER-HOURS CRISIS SERVICES**

If you need to contact your provider regarding appointment times/dates, cancellations, or rescheduling, it is best to do so via the Simple Practice patient portal, email, or text. Texting should only be used to communicate information regarding scheduling issues. Private, confidential, or therapeutic information should never be shared via text. You may also call your provider's direct phone number. Be aware that, due to the nature of their work, your provider may not always be immediately available to receive or return communications. When your provider is unavailable, her phone will be answered by confidential voicemail, which is checked periodically throughout the day. Every effort will be made to return any communication within 24 hours with the exception of weekends, holidays, absences from the office, and vacations. Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC does not offer after-hours crisis services for life-threatening emergencies. If you experience a life-threatening mental health emergency outside of regular business hours, call 9-1-1 or go to the nearest Emergency Room. Wyomingites can call the U.S. National Suicide Prevention Lifeline at (800) 273-TALK (8255) or call 9-8-8.

## **EMAIL, CELL PHONES, COMPUTERS, FAXES, SOCIAL MEDIA**

It is important that clients are aware that communication via unencrypted email, texts, and e-faxes can be relatively easily accessed by unauthorized people and may lead to a compromise in the privacy and confidentiality of such communication. Clients are welcome to email simple information such as changes in appointments or let the provider know they are running late. By doing so clients assume the risk that this information may be at risk of being accessed by an unauthorized third party. Under no circumstances are clients to email, or text, information that is sensitive in nature, would be considered protected health information, or information that would be considered confidential. If you choose to communicate via email, phone messages, or fax messages, it is assumed that you have been informed of the risk and choose to do

so at your own discretion. Please inform your counselor if you choose to avoid or limit in any way, email, texts, or phone messages.

Counselors adhere to the 2014 ACA Code of Ethics guidelines for interaction with clients via the internet and social media. To protect your right to confidentiality, Blue Sage Counseling/Jessica L. Schnell, Ed.S, LPC, will not interact with current or past clients via social media, social networking, or business review sites. We do not accept friend or contact requests for Facebook, LinkedIn, Instagram, Snapchat, etc. We will have a professional Facebook page that will allow us to share blogs, articles, and professional material. You are welcome to view this professional Facebook page when it is available but be aware that “liking” or leaving comments may compromise confidentiality or your right to privacy. We cannot ensure privacy or security through texting, SMS messaging, and other messaging features on social media platforms. We will not respond to any communication through these formats. Do not use wall posts, @replies, or other means of engaging with us in a public, non-secure manner. Engaging in this way could compromise your right to confidentiality and privacy. It may also create the possibility of these exchanges becoming part of your legal medical record. We respect our client’s rights to privacy and DO NOT search for clients on Google, Facebook, or other search engines. Exceptions may be made in times of crisis; this is reason to believe you may be in danger and we have not been able to reach you through phone or email. You may find this counseling practice on review sites such as Google, Yelp, Healthgrades, Yahoo, Bing, or other places that allow business reviews. If you should find this practice on any of these listings, please know that it is not our listing, and it is NOT a request for a testimonial, rating, or endorsement from you. The 2014 ACA Code of Ethics prohibits counselors from asking clients to provide testimonials. To protect your right to privacy and confidentiality we are not able to respond to concerns or reviews in this format. If you need to communicate your concerns, please do so via the patient portal, email, phone call, or appointment.

**BY SIGNING BELOW, I AM AGREEING THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.**

**Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

