Disclosure Statement and Treatment Consent

The following information describes the therapeutic services I provide as a Licensed Clinical Professional Counselor and your rights as a client. Please feel free to request any further clarification of the information that follows.

As a client, you have the right:

- To receive information concerning the methods of therapy employed, the techniques used, the duration of therapy (if known), and the fee for services provided.
- To seek a second opinion from another therapist.
- To terminate therapy at any time (Should you decide to terminate therapy, please discuss your decision with me to ensure adequate closure).
- To know that professional misconduct, including sexual intimacy, is not appropriate in a professional relationship and should be reported to the Idaho Bureau of Occupational Licenses (IBOL). The complaint process is explained at https://ibol.idaho.gov.
- To know that all information disclosed during therapy is legally confidential and will not be revealed to any other person or agency without your written permission. Exceptions to this law require me to reveal information obtained during therapy to other persons or agencies *without your permission*. The exceptions are as follows:

    1. If I believe you are in imminent danger to yourself or others.
    2. If I suspect any abuse (emotional, physical, or sexual) or neglect of any child(ren).
    3. If I am ordered to release information by a court of law.

When disclosure may be required:

Disclosure may be required pursuant to a legal proceeding. If a client's mental status is involved in litigation the judge may subpoena therapy record(s) and/or the testimony of the clinician. In couples or family therapy, or when different family members are seen, confidentiality and privilege do not apply between the couple or among family members. The therapist will use clinical judgment when revealing such information. The therapist will not release records to any outside party unless authorized to do so by all adult family members involved in treatment.

Emergencies:

If there is an emergency while the client is in treatment with Michael Hollingsworth, LCPC, LLC, where the therapist becomes concerned about the personal safety of the client, the possibility of the client injuring someone else, or about the client receiving proper psychiatric care, the therapist will do what he can within the limits of the law to prevent the client from injuring themselves or others and to ensure that they receive proper medical care. For this purpose, he may also contact the police, hospital or the emergency contact who is provided on the intake form.

Health insurance and Confidentiality of Records:

Disclosure of confidential information may be required by the health insurance carrier or HMO/PPO/MSO/EAP in order to process claims. The therapist will communicate only the minimum necessary information to the health insurance carrier. In most cases, the following will be disclosed: the dates of services, charges, and diagnostic codes. The therapist has no control or knowledge over what insurance companies do with the information submitted or who has access to this information. The client must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

Consultation:

Michael Hollingsworth, LCPC, LLC may consult regularly with other professionals regarding client treatment; however, the client's name or other identifying information will not be disclosed. The client's identity remains completely anonymous and confidentiality is full maintained. Considering all of the above exclusions, if it is still appropriate, upon request, the therapist will release information to any agency/person specified with a signed Release of Information by the client/parent/guardian, unless the therapist concludes that releasing such information might be harmful in any way.

Electronic Communication

Email and other electronic communications are not a secure way to communicate or transmit information or records. This office may use email or other electronic communication to communicate with the client only about administrative matters (e.g. scheduling or billing). Similarly, the client agrees to use email and other electronic communication to communicate with the clinician only about administrative matters. If, despite the above, the client uses email or other electronic communication to transmit non-administrative information or records (i.e. information or records pertaining to the issues in the client's case) to this office, the client does so at their own risk and understands that transmission of such information and/or records by email or other electronic communication is not secure and may result in unauthorized persons viewing or obtaining this information and/or records.

Please initial one of the following options:

___ I consent to the use of electronic communications, to include texting, email, voicemail, etc.

___ I do not consent to the use of electronic communication.

Litigation Limitation:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither the client nor their attorney, nor anyone else acting on client's behalf will call on the therapist to testify in court or any other proceeding, nor will a disclosure of the psychotherapy records be requested. Michael Hollingsworth, LCPC, LLC will not provide home study or custody evaluation services and will not provide opinions in such matters. Should Michael Hollingsworth, LCPC be called to be involved in any of the above matters, the charges are $200 per hour with a 4-hour minimum. These charges are due one week prior to any scheduled court matter and are non-refundable in the event the proceedings are cancelled.

No Show and Late Cancellation Policy:

A $60.00 fee will be incurred for all no shows or when an appointment is canceled less than 24 hours in advance. The fee will be waved if the client can be rescheduled during the same week as the original appointment.

Telephone and Emergency Procedures:

The clinic phone number is (208) 730-8220. If you are in a crisis situation outside of business hours, or the clinician is otherwise unavailable, please call your personal physician, call 911, or go to the nearest hospital emergency room.

I draw on appropriate best-practice therapeutic models such as Cognitive-Behavioral Therapy (CBT) Dialectical Behavioral Therapy (DBT) and Mindfulness Training. I hold a Master's degree from the University of Wyoming in Counselor Education and am licensed to practice in the state of Idaho. I am regulated as a therapist by the State of Idaho Bureau of Occupational Licenses (IBOL). Administrative or other staff may have access to *limited* information and are likewise bound by confidentiality laws. By signing below, you are acknowledging that you have read and received a copy of this statement and are consenting to treatment.

Client Signature: _____ Date: _____

Guardian Signature (if applicable): _____ Date: _____

Guardian Signature (if applicable): _____ Date: _____

Therapist Signature: _____ Date: _____

Michael Hollingsworth, LCPC #6521