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Psychotherapy Information and Disclosure Statement

Psychotherapy is a relationship that works in part because of clearly defined rights, responsibilities, and boundaries maintained by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a patient in psychotherapy, you have certain rights that are important for you to understand because this is your therapy, and the goal is your well-being. There are also limitations to those rights of which you should be aware. As your therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

1. Confidentiality

But for certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me, without your prior permission. Under the provisions of the Health Care Information Act of 1992 I may legally speak to another health care provider of a member of your family or another health care provider only in circumstances of emergency. I will always act to protect your privacy, even when you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission except insofar it has already been acted upon at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under 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 (for instance, sending bills or faxing information), 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 your or my internet service provider. While under normal 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.

The following are legal exceptions to your right to confidentiality. I will inform you of any time in which I believe I must put these exceptions into effect.

1. If I have good reason to think that you may 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, identified victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must alert the authorities immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and contact the police or crisis center. I am not legally obligated to do this, and will explore all other

options with you before I took this step; if at that point you were still unwilling or unable to take steps to guarantee your safety, I would take these steps to protect you.

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 from practice in some manner by cognitive, emotional, behavioral or health problems, then the law requires me to report this to their licensing board. I would inform you before taking this step. If you are my patient and are a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.

The next is not a legal exception to your confidentiality. However, it is a policy of which you should be aware if you are ever in couple's therapy with me.

If you and your partner decide to have some individual sessions as part of the couple's therapy, what you disclose in those individual sessions will be considered a part of the couple's therapy and therefore may and likely will be discussed in our joint sessions. Do not tell me anything that you wish to keep secret from your partner, therefore. I will remind you of this policy before beginning such individual sessions.

II. Record-Keeping

I keep very brief records, noting only that you have attended the session, what interventions were used, and broadly the topics that have been discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in your record. Under the provisions of the Health Care Information Act of 1992 you have the right to a copy of your records at any time. You have the right to correct any errors in your records. You have the right to request that I make a copy of your records available to any other health care provider at your written request. Your records are maintained 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, I am required to provide a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and concerns, and something about whether same 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 entitled the DSM-V; I have a copy of this diagnostic manual in my office. You are welcome to 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 occurs in therapy. I am always willing to discuss how and why I have decided to do what I am doing, and to consider alternatives which may be more effective for you. You can feel free to ask me to try something that you think will be helpful. You may ask me about my training for working for patients with your concerns, and can request that I refer you to someone else if you decide I am not the right therapist for you.

Your Responsibilities as a Psychotherapy Patient

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 45 minutes. If you are late, we will end on time and not run into the other person's session. If you miss a

session without canceling, or cancel with less than 48 hours, you will be required to pay for that session at our next regularly scheduled meeting. The answering machine has a time and date stamp which will keep track of the time that you called me to cancel. I cannot bill these sessions to your insurance. If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another individual.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment at each session. You must arrange for any pre-authorizations necessary. If I am credentialed by your insurance carrier, I will bill directly to your insurance company. If I am not credentialed by your insurance carrier, I will give you a receipt to submit to your insurance carrier for any out-of-network benefits to which you are entitled. You must provide me with your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you to cover your balance due, you are responsible for paying me that amount at the time of our next appointment. If your insurance over-pays me, I will credit the difference to your account or refund it to you if you'd prefer.

I am not willing to have patients run a bill with me. I cannot accept barter for payment for psychotherapy services. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

Complaints

If you are unhappy with the progress and nature of your treatment, I hope you will discuss it with me so I might respond to your concerns. I will take such critique seriously, and respond with care and respect. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Board of examiners of Psychologists, State of Delaware, 19904. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

Please sign acknowledging receipt and understanding:

Name _____

Signature _____

Date _____

Name _____

Signature _____

Date _____