# **Client and HIPPA Information**

# L. Alexia Camfield, LCSW

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Please review this information and return to the Online Form to sign the agreement.

# **INFORMATION FOR CLIENTS AND INFORMED CONSENT**

#### About your therapist:

I have a BA in Psychology from the University of Texas at Austin and a MA in Clinical Social Work from the University of Houston. I am currently in a PhD program focusing on neuropsychosocial development and psychodynamic theory. I am a Licensed Clinical Social Worker and Clinical Supervisor in the state of Texas. I am also a Certified Life Coach. I have over 25 years of experience providing psychotherapy and coaching services for children, adolescents and adults.

#### About Alexia Camfield Psychotherapy & Life Coaching Services:

I provide psychotherapy and coaching services for children, adolescents and adults in individual, couples, and family sessions. I also provide clinical and practice consultation services to other mental health professionals and am licensed in the state of Texas to supervise clinical social workers seeking advanced licensure.

#### Benefits and Risks of Psychotherapy & Life Coaching

Research has shown that many people benefit from psychotherapy and life coaching methods. Throughout our lives we are presented with many challenges and having a professional space to address concerns and identify new approaches can be the difference in creating the results a client has been looking for. Clients can hope to gain greater insight and awareness into their life circumstances as well as to begin to see what options they have for making meaningful change. Their relationships and communication skills often greatly improve. Clients often learn new ways of thinking and behaving and overall improved coping strategies. As clients learn how to develop and maintain these positive changes, they often experience a decrease in unwanted feelings and emotions and a shift towards greater life satisfaction and contentment.

The primary risk in choosing to engage in psychotherapy or life coaching work is that uncomfortable feelings may surface. It is common for clients at times to feel increased sadness, guilt, anxiety, frustration, loneliness, helplessness or other negative feelings as part of the process of healing and finding new ways of thinking and experiencing. It is not uncommon for symptoms to worsen before improving. Change even when a different outcome is desired is often difficult and may cause reactions not only in yourself but in the way that others react to you.

There can be times in working on the important issues in your life that can be hard. Getting the results you want and taking care of your life and your relationships is such important work. I hope that you will be able to feel trust working with me and I am committed to working through difficult feelings with you that might come up at any point in this process.

#### **Fees and Office Policies:**

#### Services:

In Office, Phone & Telehealth Sessions. Individual, Couples & Family Sessions. Psychotherapy and Life Coaching: \$200.00 (50 min)

Preparation of Summaries of Treatment or Letters at request of Client: \$100.00 per item

Any phone communication or collaboration as requested by client or parents (with educational consultants, physicians, guardian at litem, etc...): \$100.00/25 minutes \$200.00 / 50 minutes. Brief calls, less than 15 minutes, are no charge.

#### **Court Related Work:**

I do not work with clients who are involved in court cases that are needing a therapist to be able to participate in testifying in court. It is my experience and belief that this compromises the therapist client relationship every time. There are instances were individuals are needing to work with a therapist for the purpose of providing information that is needed regarding their legal proceedings. I am happy to provide you with names of individuals who do this very specific type of work. There are cases where I am willing to work with a guardian ad litem (GAL) in providing feedback and information relevant to a child's best interest in a court related situation. The fees for this are referenced above. If I am subpoenaed to court against the terms of our relationship that is established in this document, my fees are \$500.00/hour portal to portal and I require a 4 hour window to be paid for a week in advance of the trial date. Any fees I incur from my own professional legal representation that are not covered by my liability insurance will also be charged. I will also require at minimum a phone consultation with the attorney who plans to issue the subpoena prior to the issue of the subpoena to clarify what the expectations are around my involvement billed at the rates indicated above.

#### **Payment:**

Payment of fees is required at the beginning of each session. I will provide a superbill with codes for submitting to your insurance and for your records. Follow up appointments will not be honored if an account has an outstanding balance.

#### **Cancellation:**

At least 24 hours advance notice for cancellations is requested as the full time slot has been reserved for you. Cancellations with less than 24 hours notice will result in your being charged for the appointment with the exception of serious illness or critical circumstances. Please let me know as soon as possible if you can not make it in so that I can offer the space to someone else. If I can fill the space you will not be charged regardless of the reason for cancelling. I understand that situations arise and I will do my best to offer you an alternate time or be available to you by phone during the scheduled time if that can help.

#### **Insurance:**

My office does not file insurance claims. I am happy to provide you with insurance-ready receipts that you can submit to obtain direct reimbursement from your carrier. I am happy to provide any additional information that you or your carrier request to facilitate your reimbursement upon your consented request.

#### **Offices:**

At this time my only office location is in The Woodlands.

#### After Hours Support and Emergencies:

During office hours Monday through Friday, you may call me on my mobile office number 713-857-6358 and leave me a confidential voicemail including your phone number even if you know that I have it along with a brief message. I will call you back as soon as I am available to do so. I will usually return calls within the same day or first thing the following day. If you have not heard back from me please call again to make sure that I got your message. When I am away from the office my outgoing message will reflect when I will be back. If you have a life threatening emergency you should call 911 or go to the hospital of your choice. Only contact me in an emergency after you have already obtained emergency assistance from 911 or your choice of medical support.

#### **Confidentiality:**

It is a client's legal right that our sessions and my records about you are kept private. I will tell no one what you or your child tell me or that you or your child are receiving services from me. In all but a few situations, your confidentiality and privacy is protected by state law and the ethical rules of my profession. The exceptions are as follows:

- 1. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat.
- 2. If I have reason to believe a child or an adult dependent person has been or will be abused or neglected I am legally required to report this to the proper authorities.
- 3. If you are or will be involved in court proceedings and my records are ordered by a judge.

- 4. If a guardian ad litem is appointed in a custody case involving child clients I have seen for counseling services and she / he is ordered by the court to have access to mental health practitioners and records therein, I am required to provide that information as it is court ordered.
- 5. The patriot Act of 2001 requires me in certain circumstances to provide federal law agents with records papers or documents upon request and prohibits me from disclosing to my clients that the FBI sought or obtained the items under the Act.
- 6. I am happy to provide paperwork for you to file with your insurance company; however, in doing so there will be a diagnosis required with your paperwork and there may be a violation of your confidentiality as insurance companies do not always observe the same strict confidentiality policies that I do as an LCSW.
- 7. Occasionally I seek professional supervision or consultation with another licensed therapist as well as confidential peer consultation meetings with my fellow therapists. I share information about my clients for the purpose of gaining further perspective and ideas for how to best serve my clients without revealing names or identity. Any information is bound by confidentiality with these fellow therapists.
- 8. If you choose to communicate with me by email I can not guarantee your confidentiality as sometimes an email remains on a server and may be accessible by others.
- 9. In working with children, in order to establish and preserve the essential relationship and setting for a child's therapy I honor what the child does or says in our sessions as confidential while providing parents and or legal guardians summaries of treatment goals, plan and progress as well as recommendations.
- 10. In working with couples and families, the couple as an entity and the family as an entity is my client. I will not facilitate secret keeping. Anything that is revealed in an individual session that I feel the other party needs to be told I will require it be brought up in the next session together so we can work through it. There are times when working with a separate therapist outside of family or couples work may be needed to work through any issues the client is not ready to bring to the table in the context of couples or family therapy.

#### **Divorce and Custody Case:**

I am not a custody evaluator and can not make any recommendations on custody. I can refer you to a list of licensed psychologists who provide custody evaluation if needed.

Due to the sensitive nature of divorce and all potential issues that may arise I have very specific policies to which you must agree before we enter a counseling relationship:

1. If I am seeing a child whose parents are in the process of divorce or who are divorced, I will require a copy of the standing court order demonstrating the custodial rights of each parent and or the parenting agreement that is signed by both parents and the judge at the first intake session. I will need to have contact with the parent who has legal custodial decision making for medical issues before I see the child for counseling and will need to obtain written consent for the child to participate in counseling from the legal custodian and prefer to have contact with both parents prior to seeing the child.

- 2. I will be available to provide an interview with a guardian ad litem (GAL) assigned to investigate the best interest of any child I am counseling upon production of court order demonstrating the GAL's right to examine your clinical record or speak with me. Otherwise, the adult client or parents of child client will need to sigh a release for me to speak with the GAL. The client will be charged a full session fee for me to have such a meeting with a GAL.
- 3. I will provide an identical summary of a child's therapy progress, treatment plan information and parent recommendations to both parents who share in the legal custody of the child I am seeing for counseling and will offer and encourage opportunities for both parents to participate in parent consultations along the way.
- 4. I ask that my clients waive the right to subpoen me to court. This policy is set in order that I can preserve the efficacy and integrity of my therapeutic progress and relationship with the child(ren). It is my experience in court often damages my therapeutic relationship and it my ethical duty to make every reasonable effort to promote the welfare, autonomy and best interests of my clients. By signing this agreement you are waiving the right to have me subpoenaed and agreeing in fact to not have to have me or my records subpoenaed. I will be happy to provide a referral to you of another therapist who will be willing to appear in court if needed as an alternate if you would prefer.
- 5. In the case I am subpoenaed to appear in court even with this waiver whether I testify or not I charge \$500 / hour for any time dedicated to any court mandated appearance including preparing, documentation, discussions with lawyers and / or the GAD in connection with the court appearance as well as waiting at the court house in addition to the time on the stand and travel to and from the court.

I understand these policies and I and any of my representatives now or in the future waive any and all rights to subpoena L. Alexia Camfield, LCSW and her clinical record on any current or future legal proceedings.

Please <u>return to the online form here</u>, to indicate by your signature that you understand and agree to these policies.

# Notice of Policies and Practices to Protect the Privacy of Your Health Information

This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review carefully.

## I. Uses and Disclosures for Treatment, Payment and Health Care Operations

Woodlands Family Institute (WFI) and Alexia Camfield may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your general consent. To help clarify these terms, here are some definitions:

• "PHI" refers to information in your health record that could identify you.

- "Treatment, Payment and Health Care Operations"
  Treatment is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or a colleague. Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  Health Care Operations are activities that relate to the performance and operations of my practice. Examples of health care operations are quality assessment and improvement activities, business related matters such as audits and administrative services and case management and care coordination.
- "Use" applies only to activities within WFI and my practice such as utilizing information that identifies you.
- "Disclosure" applies only to activities outside of WFI and my practice such as releasing, transferring or providing access to information about you to other parties.

# **II. Uses and Disclosures Requiring Authorization**

We may use or disclose PHI for purposes outside of treatment, payment and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes we have made about our conversation regarding a private, group, joint or family counseling session. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations of PHI or psychotherapy notes at any time, provided each revocation is in writing. You may not revoke an authorization of the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

## III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: If we have cause to believe that a child has been or may be abused, or neglected we must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- Abuse of the Elderly and Disabled: If we have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, we must immediately report such to the Department of Protective and Regulatory Services.

- Regulatory Oversight: If a complaint is filed against a therapist with a regulatory authority, they have the authority to subpoen confidential mental health information relevant to that complaint.
- Judicial or Administrative Proceedings: If you are involved in a court proceedings and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and we will not release information without written authorization from you or your personal or legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if that is the case.
- Serious Threat to Health and Safety: If we determine that there is a probability of imminent physical injury by you to yourself or others or there is a probability of immediate mental or emotional injury to you, we may disclose relevant confidential mental health information to medical or law enforcement personnel.
- Worker's Compensation: IF you file a worker's compensation claim we may disclose records relating to your diagnosis and treatment to your employer's insurance carrier.

## IV. Client's Rights and Our Professional Duties

- We are required by law to maintain the privacy of the PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- IF we revise our policies and procedures, we will post a current copy in our offices. A current copy will always be available on mywebsite and you may request a personal copy.

# V. Questions or Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact Alexia Camfield.

If you believe that your privacy rights have been violated and wish to file a complaint with our office, you may send your written complaint to Alexia Camfield.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. 200 Independence Ave, S.W. – Washington, D.C. 20201.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

# VI. Effective Date Restrictions and Changes to Privacy Policy

This notice will go into effect on 4/14/2003. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will

provide you with a revised notice in our lobby and on our website. You may request a personal copy at any time.

<u>Return to the Online Form</u> where you can sign this agreement.