

## 3 States of Mind Counseling

11755 Pointe Place A-1 Roswell, GA 30076

[3statesofmindcounseling.com](http://3statesofmindcounseling.com)

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### **INFORMATION, AUTHORIZATION, & CONSENT TO TREATMENT**

Welcome to **3 States of Mind Counseling**. We are very pleased that you selected our facility for your therapy, and we are sincerely looking forward to assisting you. This document is designed to inform you about what you can expect from your therapist or group leader, policies regarding confidentiality and emergencies, and several other details regarding your treatment here at **3 States of Mind Counseling**. Although providing this document is part of an ethical obligation to our profession, more importantly, it is part of our commitment to you to keep you fully informed of every part of your therapeutic experience. Please know that your relationship with your therapist or group leader is a collaborative one, and we welcome any questions, comments, or suggestions regarding your course of therapy at any time.

#### **Background Information, Theoretical Views, & Client Participation**

Information regarding your therapist's educational background and experience may be found on our website under his or her name. Please feel free to view that information at [www.3statesofmindcounseling.com](http://www.3statesofmindcounseling.com).

It is our belief that as people become more aware accepting of themselves, they are more capable of finding a sense of peace and contentment in their lives. However, self-awareness and self-acceptance are goals that may take a long time to achieve. Some clients need only a few sessions to achieve these goals, whereas others may require months or even years of therapy. As a client, you are in complete control, and you may end your relationship with your therapist/group leader at any point.

In order for therapy to be most successful, it is important for you to take an active role. This means working on the things you and your therapist talk about both during and between sessions. This also means avoiding any mind-altering substances like alcohol or non-prescription drugs for at least eight hours prior to your therapy sessions. Generally, the more of yourself you are willing to invest, the greater the return.

Furthermore, it is our policy to only see clients who we believe have the capacity to resolve their own problems with our assistance. It is our intention to empower you in your growth process to the degree that you are capable of facing life's challenges in the future without your therapist. We also don't believe in creating dependency or prolonging therapy if the therapeutic intervention does not seem to be helping. If this is the case, your therapist will direct you to other resources that will be of assistance to you. Your personal development is our number one priority. We encourage you to let us know if you feel that transferring to another facility or another therapist is necessary at any time. Our goal is to facilitate healing and growth, and we are very committed to helping you in whatever way seems to produce maximum benefit. If at any point you are unable to keep your appointments or we don't hear from you for one month, we will need to close your chart. However, reopening your chart and resuming treatment is always an option.

#### **Confidentiality & Records**

Your communications with your therapist will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be kept in a file stored in a locked cabinet in our locked office as well as being stored electronically with Therapy Notes, a secure storage company who has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, Federally approved encryption.

There are a few other people who may also have access to your PHI. The practice owners, Kimberly Vay, Elizabeth Lopez and Allyse Russell, may review your case with your therapist in the interest of providing you with the best possible care. As licensed clinicians, the aforementioned clinicians are also required to keep all information about clients confidential. Additionally, one of our administrative assistants or our business manager may need to access your chart on occasion for business purposes only. This might be to check for dates of services to file an

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insurance claim (if applicable), to ascertain that all of the HIPAA required documentation is located in the chart (occasional audit of charts), or some other absolutely necessary business practice. However, please know this would never include reading any of your clinical notes. Additionally, each business associate has signed a HIPAA enforced confidentiality contract which spells out how confidential records must be handled.

Your therapist will always keep everything you say to him or her completely confidential, with the following exceptions: (1) you direct your therapist to tell someone else and you sign a "Release of Information" form; (2) your therapist determines that you are a danger to yourself or to others; (3) you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; or (4) your therapist is ordered by a judge to disclose information. In the latter case, your therapist's license does provide him or her with the ability to uphold what is legally termed "privileged communication." Privileged communication is your right as a client to have a confidential relationship with a counselor. If for some unusual reason a judge were to order the disclosure of your private information, this order can be appealed. We cannot guarantee that the appeal will be sustained, but we will do everything in our power to keep what you say confidential.

Please note that in couple's counseling, your therapist does not agree to keep secrets. Information revealed in any context may be discussed with either partner.

### **Professional Relationship**

Your relationship with your therapist has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of therapist and client. If you and your therapist were to interact in any other ways, you would then have a "dual relationship," which could prove to be harmful to you in the long run and is, therefore, unethical in the mental health profession. Dual relationships can set up conflicts between the therapist's interests and the client's interests, and then the client's (your) interests might not be put first. In order to offer all of our clients the best care, your therapist's judgment needs to be unselfish and purely focused on your needs. This is why your relationship with your therapist must remain professional in nature.

Additionally, there are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change.

There is another dual relationship that therapists are ethically required to avoid. This is providing therapy while also providing a legal opinion. These are considered mutually exclusive unless you hire a therapist specifically for a legal opinion, which is considered "forensic" work and not therapy. Our passion is not in forensic work but in providing you with the best therapeutic care possible. Therefore, by signing this document, you acknowledge that your therapist will be providing therapy only and not forensic services. You also understand that this means your therapist will not participate in custody evaluations, depositions, court proceedings, or any other forensic activities.

You should also know that therapists are required to keep the identity of their clients confidential. As much as your therapist would like to, for your confidentiality he or she will not address you in public unless you speak to him or her first. Your therapist also must decline any invitation to attend gatherings with your family or friends. Lastly, when your therapy is completed, your therapist will not be able to be a friend to you like your other friends. In sum, it is the duty of your therapist to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way, they are strictly for your long-term protection.

### **Statement Regarding Court Subpoenas, Depositions and other Court Proceedings**

In the event that any clinician in the practice were to receive a subpoena requesting documentation and/or participation in any court proceedings, the card stored on file will be charged an amount of two times the clinician's individual session rate per hour of services provided. Payment will be due at time of service and charged to the card on file.

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### Statement Regarding Ethics, Client Welfare & Safety

**3 States of Mind Counseling** assures you that our services will be rendered in a professional manner consistent with the ethical standards of the American Psychological Association and/or the American Counseling Association and/or the National Association of Social Workers and/or the American Association for Marriage and Family Therapy.

Due to the very nature of psychotherapy, as much as we would like to guarantee specific results regarding your therapeutic goals, we are unable to do so. However, your therapist, with your participation, will work to achieve the best possible results for you. Please also be aware that changes made in therapy may affect other people in your life. For example, an increase in your assertiveness may not always be welcomed by others. It is our intention to help you manage changes in your interpersonal relationships as they arise, but it is important for you to be aware of this possibility nonetheless.

Additionally, at times people find that they feel somewhat worse when they first start therapy before they begin to feel better. This may occur as you begin discussing certain sensitive areas of your life. However, a topic usually isn't sensitive unless it needs attention. Therefore, discovering the discomfort is actually a success. Once you and your therapist are able to target your specific treatment needs and the particular modalities that work the best for you, help is generally on the way.

For the safety of all our clients, their accompanying family members and children, and our therapists and staff, **3 States of Mind Counseling** maintains a zero tolerance weapons policy. No weapon of any kind is permitted on the premises, including guns, explosives, ammunition, knives, swords, razor blades, pepper spray, garrotes, or anything that could be harmful to yourself or others. 3 States of Mind Counseling reserves the right to contact law enforcement officials and/or terminate treatment with any client who violates our weapons policy.

### TeleMental Health Statement

In our ever-changing technological society, there are several ways we could potentially communicate and/or follow each other electronically. It is of utmost importance to us that we maintain your confidentiality, respect your boundaries, and ascertain that your relationship with your therapist remains therapeutic and professional. TeleMental Health is defined as follows:

“TeleMental Health means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. TeleMental Health facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers.” (Georgia Code 135-11-.01) TeleMental Health is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of TeleMental Health services in order to provide you with the highest level of care. Therefore, our therapists have completed specialized training in TeleMental Health. We have also developed several policies and protective measures to assure your PHI remains confidential. These are discussed below.

### The Different Forms of Technology-Assisted Media Explained

#### Telephone via Landline:

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided us with that phone number, we may contact you on this line from our own landline in our office or from a cell phone, typically only for purposes of setting up an appointment if needed. If this is not an acceptable way to contact you, please let your therapist know. Telephone conversations (other than just setting up appointments) are billed at your therapist's hourly rate.

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**Cell phones:**

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. However, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only for purposes of setting up an appointment if needed. Additionally, your therapist may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your therapist know, and you he/she will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at your therapist's hourly rate.

**Text Messaging:**

We utilize a special text messaging software for your protection called *Signal Text Messaging*. We have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and the company has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. If we choose to utilize texting as part of your treatment, we will provide you with directions as to how to access this software. We also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., password protected). You also need to know that we are required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.

**Email:**

We utilize a secure email platform that is hosted by Google. We have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. If we choose to utilize emailing as part of your treatment, we encourage you to also utilize this kind of software for protection on your end. Otherwise, when you reply to one of your therapist's emails, everything you write in addition to what he/she has written to you (unless you remove it) will no longer be secure. Our encrypted email service only works to send information and does not govern what happens on your end.

We also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). If you are in a crisis, please do not communicate this to us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures."

Email is billed at your therapist's hourly rate for the time she or he spends reading and responding to them. If you are in a crisis, please do not communicate this to us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures." Finally, you also need to know that we are required to keep a copy or summary of all email as part of your clinical record that address anything related to therapy.

**Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc:**

It is our policy not to accept "friend" or "connection" requests from any current or former client on any of our therapist's personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship.

However, 3 States of Mind Counseling has a professional Facebook page. You are welcome to "follow" us on any of these professional pages where we post therapeutic content. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to 3 States of Mind Counseling. Please refrain from making contact with us using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

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**Blogs:**

We may post therapeutic content on our professional blog. If you have an interest in following our blog, please feel free to do so. However, please be mindful that the general public may see that you're following 3 States of Mind Counseling blog. Once again, maintaining your confidentiality is a priority.

**Video Conferencing (VC):**

Video Conferencing is an option for your therapist to conduct remote sessions with you over the internet where you may speak to one another as well as see one another on a screen. We utilize Doxy.me. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Doxy.me is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and your therapist choose to utilize this technology, your therapist will give you detailed directions regarding how to log-in securely. We also ask that you please sign on to the platform at least five minutes prior to your session time to ensure you and your therapist get started promptly. Additionally, you are responsible for initiating the connection with your therapist at the time of your appointment.

We strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

**Recommendations to Websites or Applications (Apps):**

During the course of our treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. She or he may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites and/or apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide if you would like this information as adjunct to your treatment or if you prefer that your therapist does not make these recommendations.

**Electronic Record Storage:**

Your communications with us will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Therapy Notes and G Suite, a secure storage company who has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption.

**Your Responsibilities for Confidentiality & TeleMental Health**

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any TeleMental Health sessions.

**In Case of Technology Failure**

During a TeleMental Health session, you and your therapist could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and your therapist has that phone number.

If you and your therapist get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within ten minutes, please call your therapist.

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If you and your therapist are on a phone session and you get disconnected, please call your therapist back or contact her or him to schedule another session. If the issue is due to *your therapist's* phone service, and the two of you are not able to reconnect, she/he will not charge you for that session.

### Face-to Face Requirement

If you and your therapist agree that TeleMental Health services are the **primary** way that you and your therapist choose to conduct sessions, **we require one face-to-face meeting at the intake and assessment appointment to determine appropriateness for TeleMental Health. Please note that assessment for appropriateness of fit for TeleMental Health is ongoing throughout the course of treatment and subject to change based on presenting problems.** We require this initial meeting to take place in our office.

### Consent to TeleMental Health Services

Please check the TeleMental Health services you are authorizing your therapist to utilize for your treatment or administrative purposes. You and your therapist will ultimately determine which modes of communication are best for you. However, you may withdraw your authorization to use any of these services at any time during the course of your treatment just by notifying us in writing. If you do not see an item discussed previously in this document listed for your authorization below, this is because it is built-in to our practice, and we will be utilizing that technology unless otherwise negotiated by you.

- ☐ Video Conferencing
- ☐ Telephone

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that we are open to any feelings or thoughts you have about these and other modalities of communication and treatment.

### Communication Response Time

Our practice is considered to be an outpatient practice. We are not available at all times. If at any time this does not feel like sufficient support, please inform your therapist, and he or she can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls, text messages and emails within 24 hours. However, we do not return [calls any form of communication](#) on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

### In Case of an Emergency

If you have a mental health emergency, we encourage you not to wait for a call back, but to do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225 [or other crisis hotline](#)
- Call Ridgeview Institute at 770.434.4567 [or local hospital](#)
- Call Peachford Hospital at 770.454.5589 [or local hospital](#)
- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911.
- Go to the emergency room of your choice.

### Exceptions to Communication Response Time:

The only exception to the aforementioned response time is if you have contracted with your therapist for DBT services. If you have contracted for DBT services, follow the [Phone Coaching Contract](#).

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If you & your therapist decide to include TeleMental Health as part of your treatment, there are additional procedures that we need to have in place specific to TeleMental Health services. These are for your safety in case of an emergency and are as follows:

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, we may determine that you need a higher level of care and TeleMental Health services are not appropriate.
- We require an Emergency Contact Person (ECP) who we may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or we will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or we determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand we will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- You agree to inform your therapist of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform your therapist of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a TeleMental Health session). Please list this hospital and contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Structure and Cost of Sessions**

We offer primarily face-to-face therapy sessions. However, based on your treatment needs, your therapist may provide phone, text, email, or video conferencing (TeleMental Health). The structure and cost of both in-person sessions and TeleMental Health is \$\_\_\_\_\_ per 45-53 minute session, \$\_\_\_\_\_ per 90 minute session, and/or \$\_\_\_\_\_ per 90 minute group therapy session, unless otherwise negotiated by your therapist. The fee for each session will be due prior to the session taking place. Cash, personal checks, [Visa](#), [MasterCard](#), [Discover](#), or [American Express](#) are acceptable for payment, and we will provide you with a detailed receipt of payment. Please note that there is a \$30 fee for any returned checks. A Superbill will be provided only upon request.

Phone calls, texting, and emails (other than just setting up appointments) are billed at your therapist's hourly rate for the time he/she spends reading and responding. We require a credit card ahead of time for TeleMental Health therapy for ease of billing. Please sign the Credit Card Payment Form, which was sent to you separately and indicates that we may charge your card without you being physically.

### **Cancellation Policy**

In the event that you are unable to keep either a face-to-face appointment or a TeleMental Health appointment, you must notify your therapist at least 48 hours in advance. If such advance notice is not received, you will be financially responsible for a late fee of \$75. If cancellation occurs within 24 hours of the session time you will be responsible for the clinician's full rate of the session.

### **Our Agreement to Enter into a Therapeutic Relationship**

Please print, date, and sign your name below indicating that you have read and understand the contents of this "Information, Authorization and Consent to Treatment" form **as well as the Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices** provided to you separately. Your signature also indicates that you agree to the policies of your relationship with your therapist and/or group leader, and you are authorizing your therapist and/or group leader to begin treatment with you.

Please initial that you have read this page \_\_\_\_\_

We are sincerely looking forward to facilitating you on your journey toward healing and growth. If you have any questions about any part of this document, please ask your therapist.

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**Client Name (Please Print)**

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**Date**

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**Client Signature**

**If Applicable:**

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**Parent's or Legal Guardian's Name (Please Print)**

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**Date**

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**Parent's or Legal Guardian's Signature**

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**Parent's or Legal Guardian's Name (Please Print)**

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**Date**

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**Parent's or Legal Guardian's Signature**

The signature of the Therapist below indicates that she or he has discussed this form with you and has answered any questions you have regarding this information.

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**Therapist's Signature**

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**Date**

Please initial that you have read this page \_\_\_\_\_