

## **Counseling Information Disclosure Statement**

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

### **My Responsibilities to You as Your Therapist**

#### ***I. Confidentiality***

With the exception of 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 written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act to protect your privacy even if 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 at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of 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 example, sending bills or faxing information), it will be done with special safeguards to ensure 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 would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will 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 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 inform Child Protective Services within 48 hours and Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not

obligated to do this and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

The following is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples' therapy with me. If you and your partner decide to have some individual sessions as part of the couples' therapy, what you say in those individual sessions will be considered to be a part of the couples' therapy and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.

## ***II. Recordkeeping***

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time, giving me the chance to print it out from my computer. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else. I use an electronic health record (EHR) called Simple Practice to maintain my files. This program is "cloud-based," meaning the records are stored on servers, which are connected to the internet. Ways in which security is maintained include the following:

- (1) Simple Practice staff are HIPAA trained and compliant with and exceed federal regulations for protecting confidential information.
- (2) I have entered into a HIPAA Business Associate Agreement with Simple Practice. Because of this agreement, Simple Practice is obligated by federal law to protect these records from unauthorized use or disclosures.
- (3) The computers on which these records are accessed/stored are password protected and kept in locked locations to prevent unauthorized access.
- (4) Simple Practice employs various technical security measures to maintain the protection of these records from unauthorized use or disclosures.
- (5) I have my own security measures for protecting the devices I use to access these records such as firewalls, antivirus software, passwords and disk encryption. With mobile devices, I use passwords, remote tracking and remote wiping to maintain security of the device and prevent unauthorized persons from using it to access my records.

In the event a paper record is used during your treatment, any paper record is maintained in a secure, locked location. Federal privacy laws require that these records have a minimum of two locks between the record and the public.

## ***III. Diagnosis***

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they 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 titled the DSM-V; I have a copy in my office and will be glad to let you 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 happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

#### ***V. Managed Mental Health Care***

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment and assist you in advocating with the MC company as needed.

#### ***VI. Legal Issues, Testimony, Court Reports, and Subpoenas***

If you become involved in a legal matter and I am requested to provide testimony, my hourly rate is \$100 and includes all time out of the office (including travel time). Payment is due five business days in advance of the testimony. The charge will occur even if I do not testify unless given seven days' notice of the cancellation, as I was unable to schedule any clients during this time. Any time spent meeting with your attorney, corresponding, or preparing documentation or reports will also be billed at \$100 per hour. Please note that it is my policy to not make recommendations about custody.

Notice: In the event that a subpoena for records or testimony is received, (1) the client will be notified in writing and provided with a copy of the subpoena; (2) the client must either provide the practitioner with a written waiver of objection to the subpoena or indicate that an objection will be filed with the court (with a copy sent to the practitioner); and (3) if an objection to that subpoena is to be filed, it is the responsibility of the client to have it filed with the court.

#### ***VII. Contact Outside of Scheduled Session***

When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time: -By phone @ 913-326-0620 You may leave a message on the voicemail, which is confidential. -By secure email at

**Dorothy Ndavi, MA, LPC (KS)**  
8575 W 110<sup>th</sup> Street, Suite 304, Overland Park, KS 66210  
(913) 326-0620  
dorothyndavi@protonmail.com

*dorothyndavi@protonmail.com* or text @ 913-326-0620 only for information related to appointment scheduling or insurance billing/payment. Please do not send protected health information through non-secure means as there is no control over who might be able to access your information. I will not provide protected health information via text or non-secure email.

It is important that we be able to communicate and also keep the confidential space that is vital to therapy. Please speak to me about any concerns you have regarding my preferred communication methods.

I cannot promise that I will be available at all times. I do not take telephone calls when I am with a client. You can always leave a message, and I will return your call within 24 hours barring an urgent situation. When I am unavailable for an extended amount of time, you will be provided with the number of another therapist in the office.

If you have an urgent crisis, I will see you as soon as I can realistically schedule an appointment. You are welcome to call me during normal business hours (8am-5pm) at (913) 326-0620 and leave a message detailing the urgency. You can expect a return call within 90 minutes. However, my private practice is not set up to respond to truly emergent situations. If you are having an emergency and I am not available, you may choose to call 9-1-1 or to proceed to the nearest emergency department. If it is a medical emergency you may also choose to contact your medical group, primary care physician or County crisis resources. I find that telephone therapy does not work as well as face-to-face therapy. I will generally suggest a counseling session if you call with a problem that is not critical.

### ***VIII. Social Media Policy***

Social Media - Please refrain from making contact with me using social media messaging systems such as Facebook, LinkedIn or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients. It is my policy to not have current or former clients in my social media network. It is also not my practice to look up clients on social media applications or sites. I do not accept friend requests from clients as a way to preserve the client/counselor relationship. I will also not send current or former clients friend requests.

### ***IX. Supervision and Consultation***

In cases where I feel the need to discuss your case I may consult with other members of the office or outside supervisors to process your case. Identifying information will not be disclosed and these individuals are responsible for maintaining confidentiality. If you are treated by another professional, I will coordinate my services with them and with your own medical doctor.

### ***My Training and Approach to Therapy***

In 2018, I graduated from MidAmerica Nazarene University with a Master of Arts in Counseling with an emphasis in marriage, couples, and family counseling. I am licensed in the states of Kansas as LPC. I am also a National certified counselor by the National Board of certified Counselors.

My approach to therapy is Attachment based, Experiential and Emotion Focused theories. I believe in relational approach which has roots in these theories. If you would like to learn more about this approach, I have books about it that I will lend to you. I understand each client is different and my approach to each client depends on each client needs.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations. I will tell you well in advance of any lengthy absences and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you are experiencing an emergency when I am out of town, or outside of my regular office hours (after 5 pm weekdays or over the weekend), please call 911, or go to the nearest hospital emergency room for assistance.

## **Your Responsibilities as a Therapy Client**

I. You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. The answering machine has a time and date stamp, which will keep track of time to cancellation. I cannot bill these sessions to your insurance. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires).

II. You are responsible for paying for your session weekly, *at the beginning of the session*, unless we have made other firm arrangements in advance. You will be informed as to my current fee regarding your counseling session. I accept payment in the form of cash, check, credit. Please make checks payable to "Dorothy Ndavi". If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will

bill you on a prorated basis for that time. My fees go up \$10.00 every two years, on the even year. If a fee raise is approaching, I will remind you of this well in advance.

III. If you have insurance, I will give you the needed information to turn into your insurance company for reimbursement. I will not bill insurance companies directly. Please request this at the beginning of therapy, so I can be sure to prepare the needed paperwork for you to turn into your insurance company.

IV. I am not willing to have clients run a bill with me. I cannot accept barter for therapy. 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're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Kansas Behavioral Science Regulatory Board at 785-296-3249. 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.

### **Client Consent to Counseling**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fees outlined in this document. I further understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Dorothy Ndavi, MA, LPC (KS). I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dorothy Ndavi, MA, LPC (KS). I am over the age of eighteen.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### **If the client is below the age of eighteen:**

This is to certify that I/we, \_\_\_\_\_ have legal custody or guardianship of the following child/ren:

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

Date of Birth: \_\_\_\_\_

**Dorothy Ndavi, MA, LPC (KS)**  
8575 W 110<sup>th</sup> Street, Suite 304, Overland Park, KS 66210  
(913) 326-0620  
dorothyndavi@protonmail.com

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

Date of Birth: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

By signing this form, consent is given for him/her/them to receive individual and/or family therapy from Dorothy Ndavi, Licensed Professional Counselor.

\_\_\_\_\_  
Legal Custodial Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Custodial Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date