Shelby deBruyn Counseling, LLC
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# PSYCHOTHERAPY PROFESSIONAL DISCLOSURE STATEMENT & INFORMED CONSENT

# **Disclosure Statement**

Thank you for taking the time to read this document. This is a statement of your rights and responsibilities for our therapeutic relationship. The Disclosure Statement is designed to inform you of my professional credentials, types of service offered, fee schedule, and therapeutic orientation and style. An electronic copy will be available to you and I will keep the signature pages for my records. Please read this carefully. If you have questions that are not covered here or want further clarification please ask me when we discuss this statement during the session.

## **Education and Credentials**

I am a Licensed Independent Clinical Social Worker governed by the National Association of Social Workers Code of Ethics and the NH Board of Mental Health. I received a Masters of Social Work in 2014 from the University of New Hampshire and I have been providing psychotherapy since that time. My professional license is available for your review in my office. The NH Board of Mental Health requires that you receive certain information about your rights regarding mental health treatment. This information is provided via the Mental Health Bill of Rights, which is located on my website and in my office.

## **Services Offered and Counseling Process**

I provide individual psychotherapy to adults of all ages and people struggling with anxiety, mild depression, trauma, relationship difficulties, chronic stress and adjustment disorders. Services will be rendered in a professional manner consistent with ethical standards. It will likely take a few sessions to identify your therapeutic goals and assess whether you and I are a good clinical fit.

If at any point you or I feel that my therapeutic approach is not right for you, or if your needs go beyond my clinical capabilities, we will discuss transitioning you to alternative therapeutic methods or providers. We may also need to discuss terminating services if you are unable to consistently attend your scheduled appointments. We will discuss the termination process together and I will provide alternative referrals if you would like. It is impossible to guarantee any specific results regarding your counseling goals because the outcome is dependent on your work as well as mine. I ask that you speak with me ahead of any appointment if you feel it would be helpful to have someone join you for your session, such as a partner or spouse.

Sessions are approximately 53 minutes long and we will schedule our sessions by mutual agreement. If you are unable to keep an appointment, please call within 24 hrs to cancel or reschedule. I am required to keep notes and records regarding your treatment, which are kept in a confidential place for six years following the end of treatment. You are entitled to a copy of your records by request and are encouraged to review these records with me to avoid any misinterpretation. There will be a fee charged for any resources used and administrative time spent gathering any records requested. Video or audio recording will not be allowed during session time together. In my clinical practice I use a combination of Mindfulness, Cognitive Behavioral Therapy (CBT), Somatic Psychotherapy and EMDR if recommended for your treatment. These theoretical orientations and their accompanying techniques are empirically-based and may sometimes cause some discomfort before relief.

# **Insurance Reimbursement and Diagnosis**

If you are submitting the service through an insurance company that I am contracted with, I will accept their fee schedule. It is the client's responsibility to ensure that mental health services are covered by their insurance policy. Should claims be denied due to lack of coverage it is the client's responsibility to pay the bill for sessions. Should you wish to use an insurance policy for counseling services that I am not contracted with it is your responsibility to contact your insurance company to inquire about specific coverage for out-of-network benefits for mental health services. Please note that most insurance companies require a psychiatric diagnosis in order to reimburse for mental health counseling. I can provide a superbill for you to submit to your insurance company for possible reimbursement. Any diagnosis made will become part of your permanent insurance records.

My fee includes services such as gathering or preparing requested paperwork or records, attending meetings with other professionals where consent has been given, crisis stabilization or phone calls lasting up to 15 minutes long. Should these services take up greater than 30 minutes per week an additional monetary amount will be dictated by my session rate divided by the amount of time the service takes. Should you be involved in any type of personal/professional litigation, and records and information kept and maintained by Shelby deBruyn Counseling, LLC are requested by you or by any other professional acting on your behalf, there will be an hourly rate of \$250 charged to you. I am not trained in, nor do I offer, any type of parental fitness assessments, custody evaluations, or anything related to divorce or separation. I do not have the credentials to offer these services or opinions and will testify to this point if brought to court.

# **Counseling Fee**

Payment or co-payment is due at each session. Regardless of insurance, you agree that you are responsible for payment of all fees for services rendered. Major credit cards and checks are acceptable methods of payment and I will provide a receipt for all fees paid if desired. Should a back-balance of \$175 or more be accrued, or if your bill goes unpaid for more than 60 days, we may need to pause treatment. In these cases, it may be possible to explore a payment plan option, which will need to be signed prior to resuming treatment. I reserve the right to use reasonable means to collect unpaid bills, including collections agencies and small claims court, the cost of which you may be asked to pay. Utilizing either of these services will require me to disclose your name, the service provided, and the amount owed for the service. I charge \$150 per initial diagnostic session, and \$135 per each subsequent session.

#### **Good Faith Estimate Disclaimer**

Effective January 1, 2022, a ruling went into effect called the "No Surprises Act," which requires mental health practitioners to provide a "Good Faith Estimate" (GFE) about out-of-network care to any patient who is uninsured or who is insured but does not plan to use their insurance benefits to pay for health care items and/ or services. The Good Faith Estimate works to show the estimated cost of items and services that are reasonably expected for your mental health care needs for an item or service. The estimate is based on information

known at the time the estimate was created and does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, and your bill is \$400 or more for any provider or facility than your Good Faith Estimate for that provider or facility, federal law allows you to dispute the bill. You are encouraged to speak with your provider at any time about any questions you may have regarding your treatment plan, or the information provided to you in this Good Faith Estimate. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises/consumers, email FederalPPDRQuestions@cms.hhs.gov, or call 1-800-985- 3059.

# **Cancellation Policy**

You will be charged \$100 for missed appointments (no shows) or for failing to cancel or reschedule your appointment within 24 hours of the appointment time. You acknowledge this payment will be due no later than our next session and may be charged to your credit card on file. Please understand that your insurance will not reimburse you for any portion of a missed appointment and you are responsible for the full fee. Should inclement weather force my office to close, I will notify you at the latest the morning of the appointment, but typically we will discuss this ahead of time and likely plan to meet via telehealth. If you are unsure if my office is closed, it will be your responsibility to reach out and confirm. Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued for the moment.

# **Contacting Me and Emergencies**

Generally I am meeting with clients during normal business hours and will likely not answer messages or calls during that time. You are always welcome to leave me a message at any time, which I will do my best to return within 24 hours, Monday-Thursday. The preferred way for you to contact me is via the client portal, as this is confidential and HIPAA compliant. Please be aware that messaging me via email or text message are not secure forms of

communication and I recommend providing the least amount of identifying information as possible to protect your privacy. I will provide advance notice if I will be out of the office for an extended period of time, except in the case of true emergencies, and will provide you with the name and contact of one of my colleagues who can assist you in my absence. I do not provide 24-hour on-call emergency services. Should you have a mental health emergency and are unable to reach me, please go to your nearest hospital emergency room, call 911, call (603) 516-9300 (Strafford County Mental Health Center, Community Partners), call 988 for a mental health emergency, your psychiatrist/ physician, or a family member/friend for assistance.

# **Confidentiality**

You should be aware that all information shared in session is confidential, with these few exceptions: (1) For case consultation purposes, I may consult with other therapists, who are required to keep client information confidential. (2) The State Law of New Hampshire requires that suspected abuse or neglect of a child, elder, dependent adult, or developmentally disabled person be reported. (3) The State Law of New Hampshire also requires that others be informed if a client threatens suicide or harm to herself/himself, or others. If that threat is a clear and imminent danger, the proper individuals and law enforcement must be contacted. The person against whom the threat has been made may also be contacted to prevent harm. (4) Should I be presented with a court order, I may be required to disclose information in the presence of a judge; however, I will first assert legal privilege in an effort to protect your confidentiality. (5) Information, which may jeopardize my safety, will not be kept confidential. (6) In the event of a medical emergency on your part, emergency personnel may have to be provided with some of your information. (7) If you bring a complaint against me with the New Hampshire Board of Mental Health information will be released. (8) If I am made aware that you have a communicable and fatal disease and that you have willfully exposed an identified third party.

# Consent and Acknowledgment of Receipt of Professional Disclosure

# **Statement**

I hereby acknowledge that during the initial contact with Shelby deBruyn, LICSW, we discussed confidentiality and privacy issues. I was provided a written Notice of Privacy Practices, which outlines how protected health information will be treated in her practice. By

my e-signature, I acknowledge that I have read and understand this Professional Disclosure Statement. I consent to therapy with Shelby deBruyn, LICSW, according to the terms described here. I have read the preceding information and understand my rights as a client. By e-signing this document, I agree to the following:

- •I have been informed about how my privacy and confidentiality will be maintained by Shelby deBruyn, LICSW.
- •I have reviewed and know how to access a copy of the Notice of Privacy Practices on Shelby's website or via the client portal.
- •I have read the Professional Disclosure Statement of Shelby deBruyn, LICSW and I am aware I have access to a copy on Shelby's website or via the client portal.
- •I am aware that a Good Faith Estimate may be provided to me if necessary.
- •I consent to treatment and voluntarily agree to participate in all treatment and may stop such treatment at any time.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.