

## **PRACTICE POLICIES**

**This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.**

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

## **WHEN DISCLOSURE IS REQUIRED OR MAY BE**

**REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Darian Slayton Fleming: LCSW that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Darian Slayton Fleming: LCSW. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Darian Slayton Fleming: LCSW will use her clinical judgment when revealing such information.

**Darian Slayton Fleming: LCSW will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.**

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Darian Slayton Fleming: LCSW becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

## **HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:**

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Darian Slayton Fleming: LCSW, only the minimum necessary information will be communicated to the carrier. Darian Slayton Fleming: LCSW has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure

**with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Darian Slayton Fleming: LCSW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.**

**CONSULTATION:** Darian Slayton Fleming: LCSW consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous, and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted e-mail, texts, and e faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access because servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Darian Slayton Fleming: LCSW's laptop is encrypted, e-mails and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office. Darian Slayton Fleming: LCSW's laptop is equipped with a firewall, a virus protection, and a password, and she backs up all confidential information from her computer on a regular basis onto an encrypted hard drive. Also, be aware that phone messages are transcribed and sent to Darian Slayton Fleming: LCSW via unencrypted e-mails. Please notify Darian Slayton Fleming: LCSW if

**you decide to avoid or limit, in any way, the use of e-mail, texts, cell phone calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Darian Slayton Fleming: LCSW will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.**

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Darian Slayton Fleming: LCSW's profession requires that she keep treatment records for at least seven (7) years. Unless otherwise agreed to be necessary, Darian Slayton Fleming: LCSW retains clinical records only as long as is mandated by Oregon law. If you have concerns regarding the treatment records, please discuss them with Darian Slayton Fleming: LCSW. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Darian Slayton Fleming: LCSW, CRC assesses that releasing such information might be harmful in any way. In such a case, Darian Slayton Fleming: LCSW, CRC will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all the above exclusions, if it is still appropriate, and upon your request, Darian Slayton Fleming: LCSW, CRC will release information to any agency/person you specify unless Darian Slayton Fleming: LCSW assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Darian Slayton Fleming: LCSW will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Darian Slayton Fleming: LCSW between sessions, please leave a message on Darian Slayton Fleming: LCSW's confidential voice mail at (503) 522-3272 and your call will be returned as soon as possible. Darian Slayton Fleming: LCSW checks her messages a few times during the daytime only unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Portland's 24-hour crisis line (503) 988-4888 or the Police: 911. Please do not use email or faxes for emergencies. Darian Slayton Fleming: LCSW does not always check her email or faxes daily.

**Insurance and PAYMENTS:** Darian Slayton Fleming: LCSW makes every effort to credential with behavioral insurance panels and/or Employee Assistance Programs (EAP) unless she has determined it is not profitable or efficient to do so. Darian will make every effort to verify whether she is enrolled in network with your insurance provider. If she is not enrolled with your insurance provider, you may request that she do so. If she is able, she will do so. Please be aware, enrolling on insurance panels takes time and may delay your receipt of services.

Darian and her billing team will make every effort to verify your coverage including active policy dates, required co-pays, coinsurances, deductibles, and progress toward meeting them, etc. Please be aware that insurance matters can be complicated and there is the possibility of receiving and/or providing misinformation.

It is also your responsibility to verify the specifics of your coverage and/or to ask questions of your insurance provider or of Darian Slayton Fleming, LCSW. Your collaboration and cooperation are greatly appreciated.

**As part of the billing and payment process, Darian Slayton Fleming will collect your credit card information and keep it on file. Darian Slayton Fleming LCSW's billing system is secure. Darian and her billing team only see the last 4 of your credit card number. It is necessary to have your credit card on file for the purpose of payment. Darian Slayton Fleming: LCSW or her biller will remit invoices following appointments. You are required to pay for your appointments at the time of the sessions unless otherwise agreed upon. You may wish to pay through the Simple Practice portal when you receive an invoice. Please discuss and agree to these details with Darian Slayton Fleming: LCSW.**

**At this time, Darian Slayton Fleming: LCSW, or her billing team, bills insurance panels directly unless otherwise agreed.**

**Private payments and scholarships for reduced fees may be negotiated at Darian Slayton Fleming LCSW's discretion.**

**Darian Slayton Fleming: LCSW, reserves the right to charge clients her full fee of \$140.00 for missed appointments due to no-shows or late cancelations unless otherwise agreed. (See the Cancellation policy in this document.)**

**If your account is overdue (unpaid) and there is no written agreement on a payment plan, Darian Slayton Fleming: LCSW can use legal or other means (courts, collection agencies, etc.) to obtain payment.**

**As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies.**

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an

**appointment. Unless we reach a different agreement, the full fee will be charged for late cancelations or no-shows/missed appointments.**

**Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Darian Slayton Fleming: LCSW if any problems arise during the course of therapy regarding your ability to make timely payments.**

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Darian Slayton Fleming: LCSW and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Multnomah County, Portland, Oregon, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Darian Slayton Fleming: LCSW can use legal means (court, a collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to

**seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Darian Slayton Fleming: LCSW will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Darian Slayton Fleming: LCSW may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Darian Slayton Fleming: LCSW is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, system/family, developmental (adult, child, family), humanistic, brief Solution Focused, Strength-Based or psycho-educational Therapy techniques. Darian Slayton Fleming: LCSW provides neither custody evaluation recommendation**



**nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.**

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, **Darian Slayton Fleming: LCSW** will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, **Darian Slayton Fleming: LCSW's** expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, **Darian Slayton Fleming: LCSW** will assess if he can be of benefit to you. **Darian Slayton Fleming: LCSW** does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy **Darian Slayton Fleming: LCSW** either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, **Darian Slayton Fleming: LCSW** will talk to the psychotherapist of your choice to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, **Darian Slayton Fleming: LCSW** will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide her/him with the essential information needed. You have the right to terminate

therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Darian Slayton Fleming: LCSW will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Darian Slayton Fleming: LCSW's objectivity, clinical judgment or can be exploitative in nature. Darian Slayton Fleming: LCSW will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campuses, etc., multiple relationships are either unavoidable or expected. Darian Slayton Fleming: LCSW will never acknowledge working with anyone without her written permission. Many clients have chosen Darian Slayton Fleming: LCSW as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements. Nevertheless, Darian Slayton Fleming: LCSW will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from them. Often it is impossible to know which ahead of time. It is your responsibility to advise Darian Slayton Fleming: LCSW if the dual or multiple relationship becomes uncomfortable for you in any way. Darian Slayton Fleming: LCSW will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, Darian Slayton Fleming: LCSW may conduct a web search on

**clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with Darian Slayton Fleming: LCSW. She does not accept friend requests from current or former clients on social networking sites, such as Facebook. Darian Slayton Fleming: LCSW believes that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, Darian Slayton Fleming: LCSW requests that clients not communicate with her via any interactive or social networking web sites.**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_