# **Brent Musick, MA, LPC Licensed Professional Counselor, OK #3454**

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### PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, with the overall goal involving your well-being. There are also certain limitations to those rights that you should be aware of and are listed below. As a therapist, I have corresponding responsibilities to you.

### My Responsibilities to You as Your Therapist

### I. Confidentiality

Other than 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. I will always act so as to protect your privacy even if you do sign a release allowing me 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 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 with special safeguards to insure 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. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

# 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. If you are between the ages of 16 and 18 and you tell me that you are having sex with someone more than five years old than you, or sex with a teacher or a coach, I must also report this to CPS, even though at age 16 you have the right to consent to sex with someone no more than five years older than you. I would inform you before I took this action.

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.

### II. Record-keeping.

I take lengthy notes during the sessions but only keep them for a short period. After our sessions are terminated I only keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. 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 manner according to HIPAA.

## **III. 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.

### Your Responsibilities as a Therapy Client

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50-60 minutes typically. If you are late, we may not be able to end on time and may not be able to run over into the next hour. If you miss an evening session without canceling, or cancel with less than twenty-four hours notice, you may be asked to pay \$40.00 for that session at our next regularly scheduled meeting.

If you do not plan to use private insurance, you are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee for a session ranges from \$70 to \$100.00 depending on your level of income. If we decide to meet for longer sessions for a fixed time, for example 90 minutes, I will bill you prorated on the hourly fee. However, if the session just happens to go over the time limit if possible and as needed, I will not bill for the extra time.

#### **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 Oklahoma Professional Counselors Licensing Board.

Client Consent to Psychotherapy

considered it it. I understand the limits	
incurance I agree to pay the fee	
confidentiality required by law. If I do not plan on using my insurance, I agree to pay the fee	
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rtake therapy with Brent Musick,	
I can refuse any requests or	
Date:	
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