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## **COUNSELING SERVICES DISCLOSURE/NOTICE OF PRIVACY PRACTICES & INFORMED CONSENT**

This document contains information about our policies, describes how medical information may be used and disclosed, and how you can access the information. Your health information is personal and I am committed to protecting it. Your information is secured at the physical property of this practice.

Please read this carefully and note any questions you might have so we can discuss them at our first meeting. Once you sign, it will constitute a binding agreement between us.

### **COUNSELING SERVICES**

Counseling is a very personal experience dependent on the personality of both the therapist and the client, and the particular challenges of the client. There are a number of different approaches that can be utilized to deal with these challenges. Counseling requires a very active participation on your part. In order to be successful, you will need to work both during our sessions and between sessions.

Counseling has both benefits and risks. Risks can include, but are not limited to experiencing some uncomfortable feelings such as: sadness, guilt, anxiety, anger, frustration, loneliness, helplessness or others. It often requires discussing unpleasant aspects of your life. Sometimes symptoms actually get worse for a while. Research confirms and clients report counseling often leads to: a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. However, **there are no guarantees.**

Our first couple sessions will involve an evaluation of your situation and symptoms. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might look like. You should evaluate this information to determine whether you feel comfortable working with me, and whether I am the best person to help you achieve your objectives. If we decide to proceed, we will typically schedule follow-up 50-minute appointment sessions. Once appointments are scheduled, you will be expected to pay a cancellation fee unless you provide 24-hour notice. Counseling involves a commitment of time, money and energy, so you should be careful about your counselor selection.

### **PROFESSIONAL FEES**

My standard professional fee is \$95 for the initial visit and \$75 for subsequent visits. I also charge on a pro-rated basis for other professional services including: phone conversations exceeding 15 minutes, attendance at meetings or consultations with other professionals (such as your doctor) that you have authorized, preparation and transmission of your records or treatment summaries, or time required to provide any other service you request of me. If you are legitimately unable to pay my full fees, I am open to discussing an adjustment based on your financial resources. This might involve uncomfortable disclosures about your financial situation (both income and spending). If you become involved in litigation, which requires my professional participation, you will be responsible for my compensation even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$150 per hour for any activities related to legal proceedings.

## **BILLING AND PAYMENTS**

You are expected to pay for each session at the appointment. I do not bill insurance. As mentioned above in circumstances of financial hardship, I am willing to consider a fee adjustment. I accept: cash, check, credit/debit cards (including flex spending / health saving account cards).

I reserve the option of using legal means to secure payment, including collection agencies or small claims court. In these cases, the only information I release is the client name, nature of services provided and amount due.

## **INSURANCE REIMBURSEMENT**

I do not feel “called” to fill out administrative paperwork and communicate (fight) with insurance companies about fees. I also have concerns about the current system not being structured for the benefit of clients. For these reasons, **I have decided not to “accept insurance”, but work with my clients who have insurance to arrive at a mutually acceptable fee schedule.** I often accept fees near what clients would pay “out of pocket” if they utilized insurance. Although I don’t submit insurance claims myself, some clients may be able to obtain reimbursement for my services as an “out of network” provider. If your employer offers a health spending account or flex spending account, consider taking advantage of the pretax savings.

You should know **most insurance agreements require a mandatory clinical diagnosis**, and possibly additional clinical information such as a treatment plan or summary, or in rare cases, a copy of all records. This information will become part of the insurance company’s files / electronic records. Insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they will do with it, or how secure it is. There have been several insurance company security breaches. They may share your information with a national medical information data bank. Consider this when deciding whether to utilize your health care benefits, or whether you might prefer to keep this information more private by paying for services out of pocket.

## **CONTACTING THERAPIST**

You may call me at my office, 636-390-3213. If I am unavailable you will get my voicemail. Please speak slowly and leave the number where you can be reached. If I do not respond with 24 hours, please call again. **If, you are unable to reach me or your situation is an emergency (someone’s safety is at risk) call Behavioral Health Response at 1-800-811-4760, Life Crisis Services at 314-647-4957, or 911.** For less urgent matters, you may also email me at [matt@lifedeltacounseling.com](mailto:matt@lifedeltacounseling.com). If I am unavailable for an extended period of time you may call my mentor and friend, who is a very experienced counselor, Timothy Jones at 636-239-2054.

## **MINORS**

If a minor client’s parents are divorced or have a custody agreement, a copy of the divorce decree or latest custody modification must be submitted by the second office visit. Law provides parents or legal guardians the right to examine treatment records of clients under age (18). It is my policy to require an agreement from parents to waive this right. I will only provide general information, unless I believe there is a significant risk of harm, in which case I will notify parents as required. Before providing any information to parents, I will try to discuss the matter with the minor client first and attempt to resolve any objections about information disclosure.

## **PRIVACY PRACTICES / LIMITS OF CONFIDENTIALITY**

For therapy to be effective, it is important to know the information you disclose to me will be treated respectfully and confidentially. Your privacy is very important to me. Law protects the relationship between a client and a professional counselor. Information you disclose to me is confidential and will generally not be disclosed without your written permission. I will neither confirm nor deny that you are even a client. I will not speak to your friends or family members without your permission. In public situations, I will not approach or talk to you unless you do so first. However, anything shared individually can be brought up in “couples” or “family” counseling.

It is inappropriate for us to be social media “friends”. I will also not review your social media profile or posts.

I will not leave messages on your home phone unless you have given me permission, but may leave messages on your cell phone unless you have asked me not to. I do utilize email to communicate with clients. Because this communication is not always secure, I will use HIPPA approved and encrypted email settings when communicating health information such as a clinical diagnosis. If you still have concerns about the security of email communication, and prefer I don't use this technology, please let me know.

### **Maintenance of confidentiality has the following exceptions:**

#### **1) Duty to Warn and Protect:**

When a client discloses intentions or a plan to harm another person I am required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide I am required to notify legal authorities and make reasonable attempts to notify the client's family.

#### **2) Abuse or Neglect of Children and Vulnerable Adults:**

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, I am required to report this information to the appropriate social service and/or legal authorities.

#### **3) Prenatal Exposure to Controlled Substances:**

Mental Health professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

#### **4) Minors/Guardianship:**

Parents or legal guardians of non-emancipated minor clients have the right to access the client's records.

**5) Insurance Providers:** (when applicable and after client signs Release of Information) Insurance companies are given information that they request regarding services to clients. Information that may be requested includes type of services, dates/times of services, diagnosis, treatment plan, and description of impairment, progress of therapy, case notes, and summaries.

**6) As Required by Law or Court Order:** I will first attempt to assert client privilege, and then divulge only what is relevant and required.

# **Your Health Information. Your Rights. Our Responsibilities. (HIPPA)**

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The following pages (four through six) are related to HIPPA (Health Insurance Privacy and Portability Act) and describe how medical information about you may be used and disclosed and how you can get access to this information. Some of this really does not apply to my practice, as I am independent and not a part of a large system such as a hospital. **Please review it carefully though and let me know if you have specific concerns or questions.**

## **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### **Get a copy of health and claims records**

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
- These are professional, clinical records that can easily be misinterpreted and / or be upsetting to lay readers. If you wish to see your records I would strongly suggest we meet in person to review them together, to help ensure your understanding.

### **Ask us to correct health and claims records**

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, & must agree if you tell us you would be in danger if we do not.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

### **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

## Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

## File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 3.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

## Your Choices

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

## Our Uses and Disclosures

### How do we typically use or share your health information?

We typically use or share your health information in the following ways.

#### Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

*Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.*

#### Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.

### How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

## **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

## **Do research**

We can use or share your information for health research.

## **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

## **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

## **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

In the case of my disability or death, Timothy Jones MA, LPC, LCSW, SAP will have access to my client records. He can be reached at: P 636-239-2054, email: wbi2000@att.net

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

**COUNSELING SERVICES CONTRACT  
AND NOTICE OF PRIVACY PRACTICES**

Client Name: \_\_\_\_\_  
(Please print your name legibly)

I hereby acknowledge that I have received a copy of this Counseling Services Contract (March 2020 version); including Notice of Privacy Practices from Matt Gildehaus. I have read the information in this document, have had an opportunity to ask questions and agree to abide by these terms.

**Please INITIAL the following statements verifying you fully understand your responsibilities:**

\_\_\_\_\_ I understand I **may** not be reminded of upcoming appointments.

\_\_\_\_\_ I understand it is my responsibility to provide at least 24-hour notice if I am unable to make my scheduled appointment.

\_\_\_\_\_ I understand failure to give notice at least 24-hours in advance will result in a \$40 fee, which I am obligated to pay.

\_\_\_\_\_ I understand regardless of my insurance situation, I am ultimately responsible to pay in a timely manner for all session fees and expenses incurred during treatment.

\_\_\_\_\_ I understand if I do not pay my fees in a timely manner they will be turned over to a collection agency.

\_\_\_\_\_  
Signature of Client or Legal Representative

\_\_\_\_\_  
Date