CONFIDENTIALLY AND THE LIMITS THERE OF

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 Pathways to the Heart…, LLC 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 Pathways to the Heart…, LLC. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege apply between the couple or among family members. However, secrets can be detrimental to the couple or the family therapy process, so therapists will work to help you share this information in the couples or therapy session. Pathways to the Heart…LLC, will use clinical judgment when revealing any other information, though confidentiality to will still be broken if any member is in danger to themselves, others, or know of abuse/neglect of protective population. Pathways to the Heart…LLC, will not release records to any outside party unless 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 Pathways to the Heart…LLC, becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, your therapist will do whatever they can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, your therapist may also contact the person whose name you have provided on the intake sheet as your Emergency Contact.

By signing below I understand the limits of confidentially.

Client's Name (print): _____
Client Signature: _____ **Date** _____

Second Client's Name (print) – as needed _____
Signature _____ **Date**_____

Parent or Guardian's Name (print) as needed_____
Signature _____ **Date** _____

NOTICE OF PRIVACY POLICIES AND INFORMED CONSENT FOR THERAPY

Please initial beside each policy as an indication you have read, understood and agreed to the content.

_____THE PROCESS OF Therapy/EVALUATION AND SCOPE OF PRACTICE:
Pathways to the Heart…LLC, welcomes you into therapy and understands this might be a hard time for you but we are dedicated to work with you to achieve your goals. During their therapeutic process it is our hope that your treatment will result in benefits to you; including (but not limited to) improving interpersonal relationships, an improved connection to yourself, 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. Pathways to the Heart…LLC, 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. During evaluation or through therapy, you will be asked to share relevant information about your history and current situation(s), including symptoms, complaints, times when thing where going well, and even some family history. Pathways to the Heart…LLC, does not prescribe medication though will ask for medication and health history as it relates to your therapy, and with a signed release will consult with a medical provider if more information to best help you in needed. It should be noted that 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; this is a common part of therapy and things at times could appear to get harder, but working through them rather than stopping is beneficial. Pathways to the Heart… LLC, 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 counseling, Pathways to the Heart…LLC, is likely to draw on various psychological approaches according, in part, to the problem that is being treated and your therapist's assessment of what will best benefit you. These approaches include, but are not limited to, sex therapy, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential (including Gestalt), system/structural/family, developmental & attachment (adult, child, family), humanistic or psycho-educational, and Eye Movement Desensitization Reprocessing Therapy (EMDR). Pathways to the Heart…LLC, provides neither custody evaluation recommendations, medication or prescription recommendation, or legal advice, as these activities do not fall within the scope of practice.

____ TREATMENT PLANS:
Within a reasonable period of time after the initiation of treatment, Pathways to the Heart…LLC, will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/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, Pathways to the Heart…LLC'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.

____ HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:
All your records are stored in accordance of the law, and Health Insurance Portability and Accountability Act (HIPAA), to protect your Protected Health Information (PHI). However, 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 Pathways to the Heart…LLC, only the minimum necessary information will be communicated to the carrier. Pathways to the Heart… LLC, has no control over, or knowledge of, what insurance companies do with the information submitted 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/life insurance or even a job. Pathways to the Heart…LLC, uses the least pervasive yet accurate diagnosis as it remains on record with your insurance company. 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 Pathways to the Heart…LLC, to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

____ CONSULTATION:
Pathways to the Heart…LLC, at times consults with other professionals regarding clients; however, each client's identity remains completely anonymous (no personal health information (PHI) will be released in compliance with HIPPA) and confidentiality is fully maintained.

____ E–MAILS, CELL PHONES, COMPUTERS, AND FAXES:
It is very important to be aware that computers and unencrypted email and text communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails and texts, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails and texts that go through them. While data on Pathways to the Heart…LLC's laptop is encrypted, emails and texts are not. It is always a possibility that texts and email can be sent erroneously to the wrong address and computers. Pathways to the Heart…LLC's laptop is equipped with a firewall, a virus protection and a password, and all confidential information is backed up from the computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to Pathways to the Heart…LLC via unencrypted emails. Please notify Pathways to the Heart…LLC, if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, or phone messages. If you communicate confidential or private information via unencrypted emails, texts or phone messages, Pathways to the Heart…LLC, 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 will honor your desire to communicate on such matters. Please do not use texts, email or voice mail for emergencies.

____ RECORDS AND YOUR RIGHT TO REVIEW THEM:
Both the law and the standards of Pathways to the Heart…LLC, profession require that treatment records are kept for at least 7 years. Please note that clinically relevant information from emails, texts, and faxes are part of the

clinical records. Unless otherwise agreed to be necessary, Pathways to the Heart…LLC, retains clinical records only as long as is mandated by CT State Law. If you have concerns regarding the treatment records, please discuss them with Pathways to the Heart…LLC. 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 Pathways to the Heart…LLC, assesses that releasing such information might be harmful in any way. In such a case, Pathways to the Heart…LLC, will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Pathways to the Heart…LLC, will release information to any agency/person you specify unless Pathways to the Heart…LLC, 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, Pathways to the Heart…LLC, will release records only with signed authorizations from <u>all</u> the adults (or all those who legally can authorize such a release) involved in the treatment.

____ TELEPHONE & EMERGENCY PROCEDURES:
If you need to contact Pathways to the Heart…LLC, between sessions, please leave a message on confidential voicemail at (203) 941-1739 and your call will be returned as soon as possible, usually within 24 hours. Pathways to the Heart…LLC checks messages, text, and emails throughout the day, unless your therapist is otherwise unviable at that time (ex. out on vacation (where other ways to access help would be given if needed). If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away, call 211 for Crisis Services or 911. Please do not use emails, text, or faxes for emergencies.

____ PAYMENTS & INSURANCE REIMBURSEMENT:
Clients are expected to pay in full at the time of the service the standard fee of $180.00 per intake session, $75 for a 30 minute session, $150 per and hour session, and $180 for an hour and a half, unless other arrangements have been made. 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 Pathways to the Heart…LLC, if any problems arise during the course of therapy regarding your ability to make timely payments. 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. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Pathways to the Heart…LLC, can use legal or other means (courts, collection agencies, etc.) to obtain payment.

____ 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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Pathways to the Heart…LLC, 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 New Haven, CT 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, Pathways to the Heart…LLC, can use legal means (court, 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.

____ TERMINATION:
As set forth above, after the first couple of meetings, Pathways to the Heart…LLC, will assess if its services can be of benefit to you. If at any point during psychotherapy Pathways to the Heart…LLC, either assesses that it 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, the termination of treatment will be discussed with you and pre-termination of counseling will be conducted. In such a case, if appropriate and/or necessary, you will

be provided a couple of referrals that may be of help to you. If you request it and authorize it in writing, Pathways to the Heart…LLC, will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Pathways to the Heart…LLC, will give you a couple of referrals that you may want to contact, and with written consent, will provide her or 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, Pathways to the Heart…LLC, will provide you with names of other qualified professionals whose services you might prefer. Pathways to the Heart…LLC, is talk therapy only, if you attempt to engage in any sexual contact with the therapist(s), or making inappropriate advances, Pathways to the Heart…LLC, will terminate therapy if you are unable to engage appropriately in the process, if at all possible you will be given other referrals, though the same therapeutic boundaries apply to all mental professionals.

____ DUAL RELATIONSHIPS:
Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapists never involves sexual or any other dual relationship that impairs Pathways to the Heart…LLC, objectivity, clinical judgment or can be exploitative in nature. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Pathways to the Heart…LLC, if the dual or multiple relationship becomes uncomfortable for you in any way. Pathways to the Heart…LLC, will always listen carefully and respond to your feedback and will discontinue the dual relationship if it is found to be interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time. Due to Pathways to the Heart…LLC, being a practice that specializes in sex therapy, couples therapy, and working with LBGT clients which there are limited therapists doing this work, it is possible that you may know other clients within the practice, though the confidentiality of all clients is always a maintain and as such Pathways to the Heart…LLC, will never acknowledge working with anyone without his/her written permission. Likewise, if you see Ashlie Befus, LMFT, M.Ed, CST, of Pathways to the Heart…LLC, in the community outside of therapy to maintain your confidentiality you can address Ashlie, though she will not address you first, and no clinical matter will be discussed.

____ SOCIAL NETWORKING AND INTERNET SEARCHES:
Ashlie Befus, LMFT, M.Ed, CST, does not accept friend requests from current or former clients on personal social networking sites, such as Facebook. It is believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, it is requested that clients not communicate via any interactive or social networking web sites. You may follow the Pathways to the Heart…LLC , professional Facebook page, should you choose to do so.

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them:

Client's Name (print): _____
Client Signature: _____ Date _____

Second Client's Name (print) – as needed_____
Signature _____ Date _____

Parent or Guardian's Name (print) as needed_____
Signature _____ Date _____

Therapist's Name: Ashlie Befus, LMFT, M.Ed, CST
Therapist's Signature: _____ Date _____