

Lupine Counseling

*Mychelle Moritz, LPC, ATR-BC
Trauma Processing, Counseling, and Art Therapy*

www.lupinecounseling.com

Informed Consent, Rights & Responsibilities, and Notice of Privacy Practices

About Lupine Counseling

Lupine Counseling services include individual and group counseling and art therapy provided by Mychelle Moritz, LPC, ATR-BC.

Address

1017 SW Morrison St.

Suite 305

Portland, OR 97205

Philosophy of Care

My approach is based on the belief that personal challenges can inspire growth and deeper healing when the experiences are processed in meaningful ways. I approach counseling in a supportive environment, based on a warm and dynamic relationship to facilitate awareness, insight, and compassion. I use an eclectic approach, drawing from trauma-informed, narrative, mindfulness, EMDR, art therapy, and strengths-based theories.

Treatment Options and Medical Necessity

I offer individual therapy services. If you are choosing to request reimbursement from your insurance company, all of our services need to be "medically necessary". This means that 1) you have a covered condition or diagnosis and 2) that the services are expected to make improvements on that condition. Your insurance plan outlines what conditions are covered and what is limited and excluded. Most mental health conditions are covered by most plans, however many insurance plans will not cover services provided by therapists outside of their network.

Treatment Process

Counseling services start with an initial session focusing on getting an overall sense of your counseling needs, discussing the process of therapy, and developing a general plan for treatment. Typically, therapy entails weekly individual sessions for 55 minutes, 80 minutes for EMDR, Group, and Art Therapy sessions.

Risks and Benefits

Counseling services are generally effective for most mental health conditions. Few people get worse from engaging in therapy, but improvements do require regular attendance to appointments and following through with self-care, coping strategies, and process work outside of sessions. We will develop a treatment plan together and discuss the risks and benefits of each approach.

Rights

I recognize the following rights:

- Be treated with respect and dignity
- Participate in the development and revision of treatment plan
- Have all services explained, including expected outcomes and possible risks
- Confidentiality, and the right to consent to disclosure in accordance with all applicable Oregon and federal laws
- Give informed consent in writing prior to the start of services, except in a medical emergency or as permitted by law
- Inspect your clinical service records in accordance with ORS 179.505
- Not participate in experimentation
- Receive prior notice of service conclusion or need for referral, unless it poses a threat to health and safety
- Be free from abuse or neglect and to report any incident of abuse or neglect without being subject to retaliation
- Have religious and spiritual freedom
- File grievances, including appealing decisions resulting from grievances

Complaints and Grievances

While it is my hope that we are able to openly discuss any complaints or grievances that you may have, for the protection of individuals receiving counseling services in Oregon and Art Therapy services in the United States licensure and credentialing boards exist to provide you with a way to submit a formal complaint. As a Licensed Professional Counselor (LPC) in Oregon, and an Art Therapist-Registered and Board Certified in the United States, I am under both credentialing organizations purview. You may submit a complaint to either or both organizations at the following addresses:

You may contact the Oregon Board of Licensed Professional Counselors and Therapists at:

3218 Pringle Rd. #250, Salem, OR 97302-6312 Telephone: (503) 378-5499

or

The Art Therapy Credentials Board, Inc. attn: Management Director at:

3 Terrace Way, Suite B, Greensboro, NC 27403-3660 Telephone: (887) 213-2822

I will not retaliate if you submit a complaint, nor will I reduce or eliminate services based on the fact that you made a complaint. Your confidentiality may be disrupted following a complaint as I will likely be required by the board/s to respond or defend the complaints.

Responsibilities

There are responsibilities you have as a client engaging in counseling services. These include:

Participation: Participating in sessions at your comfort level and working on self-care, coping skills, processing between sessions as needed will help you to get the most out of counseling.

Cancellations and No-Shows: I require a 24-hour advance notice for cancellations or rescheduled appointments. Please contact me as soon as possible if you know that you are unable to make it. A full charge will be applied for no-shows or cancellations without 24 hour notice. I understand that emergencies and illness arise unexpectedly, clinicians in private practice lose a significant amount of money each month if they do not charge for no shows and late cancellations as they cannot fill the session slots without notice. A credit card is required to be kept securely on file for late cancellations and no shows. If you are using insurance and you do not show for an appointment or cancel without 24 hour notice, the full charge will include your copay plus the session fee together because insurance companies do not reimburse for missed sessions.

Payment: Full payment for each session is expected at the end of each session based on your fee agreement, and will be charged by the end of the business week. Payments are automatically charged by credit card by the end of the business week, and a credit card is required to be kept securely on file for copays, session fees, late cancellations, and no shows. A receipt will be provided to you, by request, via email or on paper at the following session. Counseling sessions are \$110/session, unless otherwise noted. I offer limited sliding scale slots. If you have a deductible, you will be responsible for paying full session fees (based on insurance contract) until your deductible is met. Please call your insurance company to verify.

If you have no showed or have not scheduled an appointment for over 30 days and I have not heard from you, I will assume you have chosen to end treatment and close your file. Any outstanding sessions will be charged to your card on file. If you would like to resume following the 30 days, I cannot guarantee that I will have an opening.

If you pay by check, and your check does not clear, your credit card on file will be charged for the session plus any additional fees accrued as a result of the faulty check.

If your credit card does not clear, you will be required to provide a new credit card or debit card number to have on file. Failure to have an active card on file may result in collections being

notified for any outstanding balances as well as any court or legal fees accrued during the process.

You are responsible for updating your payment, billing, and insurance information as needed. Any outstanding balances not covered by your insurance or any balances resulting from failure to update insurance information will also be charged to your credit card, and you will be notified two business days prior to this charge.

By signing the fee agreement and this consent form, you are agreeing to pay all fees at the time of service and to keep an active card on file. Signing the fee agreement and the informed consent form also authorizes Lupine Counseling, LLC or Mychelle Moritz to bill your insurance company for services rendered, this includes the authorization to share any requested necessary documentation, personal health information, or notes requested by your insurance company in order to effectively bill for services.

Crisis and Emergencies: If you are experiencing a mental health emergency, please call

Multnomah County: 503-988-4888

Washington County: 503-291-9111

Clackamas County: 503-655-8585

Clark County: 360-696-9560

During office hours, if you need to schedule an additional appointment, please call me, and I will do my best to find an appointment time for you as soon as possible. While I am on vacation or leave I will arrange for a back-up counselor to be available on an as needed basis.

Notice of Privacy Practices

Introduction

This notice describes how protected health information (PHI) about you (or your child) may be used and disclosed at Lupine Counseling. This notice describes how you can access your information and your other privacy rights.

I am required by law to 1) make sure your medical information is kept private, 2) give you this Notice about my legal duties and privacy practices about your health information, and 3) do what I say in the Notice.

If you have questions or concerns about privacy of information, please let me know.

Use and Disclosure of Protected Health Information (PHI)

I may use or disclose information about your treatment for the following reasons:

Written Authorization: I have a form you can complete that allows me to share PHI with someone or an organization.

Treatment: I use and disclose your PHI to you in order to provide treatment and other services. I may contact you in regards to appointment scheduling. I may talk to you about alternatives or other benefits and services that may be of interest to you. I may disclose non-identifying information for case consultation or supervision.

Payment: I may use and disclose your PHI to obtain payment for services that I provide to you from your insurance or payer or in the course of obtaining outstanding balances.

Health Care Operations: I may use and disclose your PHI for health care operations. This includes my administration and planning. This also includes improvements in quality of care delivered to you. I may also disclose information in order to resolve complaints.

Disclosure to Relatives, Close Friends, and Other Caregivers: I will use or disclose your PHI to a relative, friend, or caregiver only if you are present and I can reasonably infer you do not object to the disclosure. For example, if you bring a friend or relative to a session, I may decide to use or disclose information for treatment purposes.

Public Health Activities: I may disclose PHI for the following public health activities: 1) to report health information to public health authorities for preventing or controlling disease, injury, or disability; to report products or services under the jurisdiction of the U.S. Food and Drug Administration; 3) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and 4) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

Abuse or Neglect: If I reasonably believe that you are a victim of abuse, neglect, or domestic violence, I may disclose your PHI to the proper authorities. This includes children, persons who have a mental health diagnosis, and a person who is 65 years or older. I may also disclose PHI if I come in contact with someone who has abused or neglected someone as defined by state laws.

Health Oversight Activities: There are organizations that are responsible for overseeing compliance with government rules for healthcare. I may disclose your PHI to such organizations to ensure compliance.

Judicial and Administrative Proceedings: I may disclose your PHI in response to a court or administrative order.

Law Enforcement Officials: I may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena. This includes, but is not limited to, identifying or locating missing persons, fugitives, or suspects, or reporting crimes committed on our property.

Descendants: I may disclose your PHI to a coroner or medical examiner as authorized by law. I may also disclose PHI as required for any investigation related to a death as allowed by law.

Health or Safety: I may use or disclose PHI to prevent a serious and imminent threat to someone's health or safety.

Special Government Functions: I may use or disclose your PHI to units of the government with special functions, such as the U.S. military or U.S. Department of State when the law requires it.

Workers Compensation: I may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or similar programs.

As required by law: I may disclose PHI when required to do so by any other law not listed here.

Uses and Disclosures of Your Highly Confidential Information

In addition, federal and Oregon law imposes special privacy protections for "highly confidential information". This includes alcohol and drug treatment program services, HIV/AIDS testing, and genetic testing. To disclose this information (unless allowed to or required by law), I will obtain your authorization.

Coordination with Health Care Providers

I believe in holistic care: mind and body related to each other. So, it is important for me to coordinate with your health care provider, especially your PCP. Both federal and state privacy laws encourage this coordination between health care providers. I only share basic information, and only as needed.

Your Rights Regarding Your Protected Health Information

Complaints: If you want more information about privacy or you have a concern about your privacy related to counseling services, please ask me. You may also file a written complaint with the Office for Civil Rights of the U.S. Department of Health and Human Services. I can help you find the address for the office, if needed. I will not retaliate against you if you file a complaint with the Office for Civil Rights.

Right to Request Additional Restrictions: You may request restrictions on my use and disclosure of your PHI. This is for treatment, payment, and health operations. I am not required to agree to your request. To request a restriction, please let me know, and I will get the form to you. If you pay for services or health care out of pocket in full, you can ask me not to share that information with your health insurance. I will say "yes" unless a law requires me to share that information.

Right to Revoke Your Authorization: You may request to revoke an Authorization by asking me directly. Any information that has already been shared will not be able to be taken back.

Right to Inspect and Copy Your Health Information: You may request access to your health information with me. To access your records, please complete a Record request form. There are

limited circumstances where I may deny you access to portions of your record. If you request copies, I will charge you \$10.00. I will also charge you for postage costs, if you request that the records be mailed to you. If you request a summary of your PHI, I will charge you \$150 per hour for completing the summary.

Right to Amend Your Records: You may request that I amend PHI. To amend your records, obtain and complete an Amendment Request. I will comply with your request unless I believe that the information that would be amended is accurate and complete or other special circumstances apply.

Right to Receive an Accounting of Disclosures: You may request a listing of some types of disclosures of your PHI. This applies to disclosures within the last six years and after April 2003. If you request an accounting more than once during a twelve (12) month period, I will charge you \$10.00 for each page of the accounting statement.

Right to Receive a Paper Copy of this Notice: This is a paper copy of my notice. You may receive paper copies upon request.

Right to Be Notified of a Breach: I will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

Effective Date: The Privacy Notice was first effective on March 1, 2013.

Changes to This Notice: I may change the terms of this Privacy Notice at any time. If I change this Notice, I may make the new notice terms effective for all PHI that I maintain, including any information created or received prior to issuing the new notice. If I change this Notice, I will provide you a new notice at your next session. You may also request a copy of any new notices at any time.