

Ever Evolving You Counseling, LLC.

Tanya Barnes LPC, LCPC, LMHC

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208-284-7698

Informed Consent Information and Disclosure Statement

Informed consents and disclosure statements are necessary parts of therapy as they define roles and form a foundation for treatment. They aid in your understanding of your rights and expectations as a therapy client as well as expectations and limitations of me as your therapist.

Please do not hesitate to ask questions and seek clarification throughout our therapeutic relationship.

My qualifications and approach to therapy

I, Tanya Barnes, am a Licensed Clinical Professional Counselor (LCPC) in the State of Idaho, LCPC-7511, a Licensed Professional Counselor (LPC) in the state of Oregon, C7272, and a Licensed Mental Health Counselor (LMHC) in the state of Washington, MHC.LH.70082129. I have a MS (Master of Science) in Clinical Counseling which I obtained at Northwest Nazarene University in 2017. My formal education is from a CACREP accredited school which entails courses from human development, ethics, professional development, counseling theory, career development counseling, diagnosis of mental health disorders, group counseling, family counseling, research and statistics, addictions, and trauma informed care and treatment.

As a Licensee of the Idaho Licensing Board Of Professional Counselors and Marriage and Family Therapists, the Oregon Board of Licensed Professional Counselors and Therapists, the Washington State Dept. of Health, I abide by The American Counseling Association (ACA), The American Mental Health Counselors Association (AMHCA), Idaho Licensing Board Of Professional Counselors and Marriage and Family Therapists and Oregon Board of Licensed Professional Counselors and Therapists (OBLPCT) Code of Ethics. I have actively increased my training through at least 20 continuing education hours per year since graduating in 2017.

My primary theoretical orientations in counseling are Person-Centered and Dialectical Behavior Therapy (DBT). I approach clients from a humanistic, existential, and strength-based perspective. I integrate other treatment modalities to fit each client's individual needs. I may suggest consultations with a health care provider regarding treatment options to decrease symptoms. Also, I may suggest participating in a therapy or support group as part of your mental health treatment.

Description of counseling

You, the client, are the expert of your life and your therapy goals are the foundation of treatment. Counseling is a process that uses specialized techniques to promote self-insight, healing,

growth, acceptance, change, and guidance. The counseling process involves exploring feelings, thoughts, behaviors, motivations, and dynamics of relationships with ourselves and others. Whether you choose to address past experiences, present challenges, personal healing, or desire to establish a better relationship with yourself and others, I offer a calm and non-critical space to address your individualized mental health needs. Also, therapy is a physical and financial commitment. There may be times that I ask you to practice skills outside of our session to help you reach your therapy goals. Being consistent in attending your sessions and/or practicing skills is crucial to achieve progress.

Our first session will involve a mental health evaluation and establishing a treatment plan, along with an open discussion of your needs. By the end of our first appointment I will be able to offer some first impressions of what our work together may look like and financial obligations if you choose to continue with therapy. These are just first impressions. They are not concrete and are subject to change depending on the needs and concerns that arise throughout therapy.

You, the client, are welcome to end therapy at any time. I, Tanya Barnes, will end our counseling relationships under the following conditions:

- If I am not, in my judgment, able to help you due to a specific issue that requires specialized training and knowledge or because my skill set, in my opinion, is not appropriate to effectively help you. I will inform you of my professional opinion and refer you to another therapist who may meet your needs.
- If I feel that you have become dependent on our therapeutic relationship and continuation of counseling will do more harm than good.
- If you make sexual advances verbally, physically or in writing, become violent or threaten violence in any way, or harass me, or my family.

I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will provide you referrals to other sources of care but cannot guarantee that they will accept you for therapy.

Our relationship with each other is strictly a professional therapeutic relationship. Our contact will be limited to your sessions. Nonetheless you may learn some things about me during your therapy sessions, if it is deemed helpful for your progress. We will remain focused on you and your therapy goals. I do not have social or sexual relationships with clients or former clients to maintain these professional boundaries.

Risks and benefits

Counseling has numerous benefits along with some risks and it is important to consider both. Although benefits are expected from the counseling process, there may be periods of increased anxiety, depression, or confusion which can affect significant relationships, your professional life, and your understanding of self. Counseling requires us to examine a variety of internal and external factors that may negatively impact us. This can be uncomfortable and scary at times, especially as our self-insight and self-awareness increases. Some possible benefits of counseling are decreased mental health symptoms, improved relationships with ourselves and others, clearer understanding of what is important to you, healthier boundaries, and coping skills.

Scheduling, costs and payments

I, Tanya Barnes LCP, LCPC, LMHC (Ever Evolving You Counseling LLC) is a private practice. Counseling sessions will be held virtually through a secure, HIPAA compliant platform, Simple Practice. Current fees are \$175 for a mental health assessment, \$145 for a 60-minute session, and \$120 for a 45-minute session. A self-pay discount of \$30 per session will be applied. I reserve the right to increase my fees. If a fee raise is approaching, I will inform you 30 days before it takes effect.

All payments are expected at the time of service. Payments are charged through Simple Practice with the card you put on file in your client portal.

If you are using health insurance I contract through, IT IS YOUR RESPONSIBILITY TO CHECK YOUR COVERAGE. You will be responsible for your co-pay along with any other amount not covered by your health insurance.

I am considered an out-of-network provider if I don't contract through your insurance. However, many insurance companies cover my services. Check with your insurance company regarding possible benefits and how to submit your own claim with the superbill provided.

If you are planning to submit your claim for reimbursement via a superbill, please be aware that most insurance companies require me to provide them with a mental health diagnosis for my services to be covered. Any mental health diagnosis you receive becomes a part of your medical record. We can discuss your mental health diagnosis in further detail at any time. All mental health diagnoses are made using the DSM-5.

It is your responsibility to be on time for your appointments. If you are late, we will end at the 45, 50, or 60-minute mark, respectively and you will be charged for a full session. **If you miss a session without canceling or cancel with less than twenty-four hours' notice a cancellation fee of \$50 may be imposed.**

If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will no longer contact you. You are welcome to call and/or email to get back on my schedule.

I may contract with one or more subcontractors for the purposes of conducting financial and health insurance transactions. Such subcontractors will have limited access to your Simple Practice account information and abide by HIPPA standard practices.

Your health insurance company has the right to review your clinical records for any services you have asked them to pay for. Also, most health insurance companies require a mental health diagnosis for a counselor to receive payment. Unless your treatment is being paid for by a Workers Compensation plan, a health insurance company is not entitled to see progress notes, which are detailed notes your counselor may make concerning what you have talked about in therapy. However, they are entitled to see Protected Health Information (PHI) in your clinical record, including information about dates of therapy, symptoms, your diagnosis, your overall progress towards those goals, any past treatment records that we receive from other providers,

reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your counselor is asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. Individuals will be notified if there is a breach of unsecured PHI. Clients have a right to restrict certain information to health insurance companies when they pay out-of-pocket, unless the disclosure is required by law.

Communication outside of therapy sessions and confidentiality

If you are experiencing an emergency, dial 911 or go to your nearest emergency room.

Everything we discuss within session is confidential with the except of harm to self, harm to others, child abuse, or elderly abuse. I am a mandated state reporter and must act upon such disclosures. Another situation I may not be able to keep your confidentiality is if I am ordered by a judge to provide your records or testify in court. If you would like me to communicate with anyone else regarding your treatment with Tanya Barnes (Ever Evolving You Counseling LLC), you must complete a Request of Information (ROI) for that individual and/or company. You may request anyone you wish to attend a therapy session with you, and I encourage you to do so. However, they may not keep your confidentiality outside of the counseling session. *As an additional precaution to protect your privacy, if we happen to see each other in a public setting, I will not acknowledge you unless you acknowledge me first.*

A client may ask a counselor to appear in court on their behalf or the behalf of their children. Counseling is primarily a therapeutic relationship with the goals focused on personal growth and healing, all information shared in session is confidential. ***Therefore, it is the policy of Tanya Barnes, Ever Evolving You Counseling LLC, to refuse any and all requests to appear in court on behalf of any client or participate in any mediation. In the case that I am subpoenaed by a judge to testify in court, an hourly fee of \$500 will be charged for any related time or expenses. Payment is expected before the court appearance.***

I do accept communication by email and my email server is not encrypted. I make every effort to keep it confidential, however please be aware of what information you disclose via email may not be confidential. Within the Simple Practice client portal, secure messaging is available, **please use your client portal** if you need to contact me in between our sessions.

I use a cell phone to conduct business. There are risks of a breach in confidentiality with cell phones if others are inadvertently on the same frequency and overhear conversations or if my cell phone were to be stolen. I don't store any information regarding clients in my cell phone and use a passcode to aid in reducing the risks of possible confidentiality issues.

The use of email communication. This was noted above but it is important to address it with more detail. 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.

If for some reason I will be unavailable for an extended length of time I will arrange with a colleague to be available to take urgent calls and schedule emergency sessions if needed during my absence.

HIPAA

HIPAA (Health Insurance Portability and Accountability Act), state law, and standards of the mental health profession require that treatment records are kept in an organized, well documented and protected file whether paper or electronic files. These records include all aspects of individually identifiable information that we have obtained from you or others participating in your care.

Client records and copies

You have the right to copies of your mental health assessment, treatment plan and case notes contained in your file. Should you decide you would like copies, I require 3 business days' notice and \$0.25 per page will be charged. In addition, 20 minutes of your next counseling session will be used to review and explain the information contained in your notes. I will keep a copy of your records in my files for 5 years after the termination of the counseling relationship or whatever the state law dictates.

The client records reflect face-to-face encounters, clinical impressions, and interventions as they relate to your past, present or future. They are kept in a locked cabinet and stored in security monitored, password protected computer files. The vast majority of your documentation will be stored in Simple Practice which is a HIPAA compliant platform and password protected.

In the event of my death or I am no longer able to practice as a therapist, Jessica Payne, LCPC,LPC 208-484-7203 is my record custodian and will help refer you to another therapist as well as keep your records secure.

Telehealth

Tanya Barnes (Ever Evolving You Counseling LLC), offers telehealth counseling sessions via a secured and HIPAA compliant platform using the Electronic Health Records (EHR) online system, Simple Practice. ***All sessions are conducted via telehealth.*** Please make sure you are able to be in a private, confidential space during our therapy sessions. As any other therapy platform there are risks and benefits to telehealth sessions. Risks include but are not limited to loss of connection due to Internet issues, inability to guarantee confidentiality on the client's end, possible interruptions from others around the client, harder time being present, and limitations of interventions used. Benefits may include but not limited to convenience, the ability to still see a therapist in spite of various barriers (illness, transportation issues, childcare, limited time available, job demands). ***I am licensed as a counselor in Idaho, Oregon, and Washington meaning that I may only provide services to clients within Idaho, Oregon, and Washington borders. I am not able to provide counseling to you if you are in another state at the time of our session. I reserve the right to cancel any session if it becomes known that you are outside the state of Idaho, Oregon, or Washington. You will be expected to provide a phone number and an address at the beginning of each telehealth session for crisis management or if there is technical difficulty that results in disconnection of the session.***

Additional Information regarding professional counseling in Idaho, Oregon, and Washington

If you're unhappy with the therapeutic services I am providing you, I hope we can openly discuss it so I can respond to your concerns. I will take such criticism seriously, and with care and respect and will work towards fixing the concerns at hand. If you believe I have behaved unethically, you can contact:

Idaho Licensing Board Of Professional Counselors and Marriage and Family Therapists
PO Box 83720
Boise, ID 83720
208-334-3233
Email: COU@dopl.idaho.gov

Idaho Code 54-3410A: INFORMATION DISCLOSURE TO CLIENTS. Persons licensed under this chapter shall provide clients at the beginning of treatment with accurate disclosure information concerning their practice, including the right of clients to refuse treatment, the responsibility of clients for choosing the provider and treatment modality, and the extent of confidentiality. The disclosure information provided by the counselor, the receipt of which shall be acknowledged in writing by the counselor and client, shall include any relevant education and training, the therapeutic orientation of the practice, modalities or treatment utilized, and all financial requirements. The disclosure information shall include a statement that licensure of an individual under this chapter does not imply endorsement by the licensing board nor effectiveness of treatment.

Oregon Board of Licensed Professional Counselors and Therapists (OBLPCT)
3218 Pringle Rd. SE, Suite 120
Salem, OR 97302
503-378-5499
Email: lpct.board@mhra.oregon.gov

Website: www.oregon.gov/OBLPCT For additional information about this counselor or therapist, consult the Board's website.

*As a client of an Oregon licensee, you have the following rights: * To expect that a licensee has met the qualifications of training and experience required by state law; * To examine public records maintained by the Board and to have the Board confirm credentials of a licensee; * To obtain a copy of the Code of Ethics (Oregon Administrative Rules 833-100); * To report complaints to the Board; * To be informed of the cost of professional services before receiving the services; * To be assured of privacy and confidentiality while receiving services as defined by rule or law, with the following exceptions: 1) Reporting suspected child abuse; 2) Reporting imminent danger to you or others; 3) Reporting information required in court proceedings or by your insurance company, or other relevant agencies; 4) Providing information concerning licensee case consultation or supervision; and 5) Defending claims brought by you against me; * To be free from discrimination because of age, color, culture, disability, ethnicity, national origin, gender, race, religion, sexual orientation, marital status, or socioeconomic status.*

Washington State Department of Health (DOH): The main site for licensing information and legal regulations. Website: <https://doh.wa.gov/>

Washington State Department of Health, Health Systems, Quality Assurance, Complaint Intake

PO Box 47857

Olympia, WA 98504-7857

Email: HSQAComplaintIntake@doh.wa.gov

Phone number: 360-236-4700

Key Therapy Client Rights in Washington:

- **Confidentiality & Privacy:** Information is protected under state and federal law, with limits generally restricted to situations of imminent danger to self/others, child abuse, or elder abuse.
- **Minor Consent (Age 13+):** Youth 13 to 17 years old can independently consent to their own mental health treatment without parental knowledge.
- **Right to Information:** Clients have the right to understand their diagnosis, treatment options, and to review their clinical records.
- **Respectful Care:** Treatment must be provided with dignity, free from discrimination (race, religion, gender, sexual orientation, disability), and in a safe environment.
- **Freedom from Restraint:** Clients have the right to be free from physical restraints or seclusion unless in specific, emergency circumstances (e.g., in a secure detox facility).
- **Complaints and Grievances:** Clients can file complaints with the behavioral health agency or the Washington State Department of Health if they believe their rights were violated.
- **Termination and Changes:** Clients have the right to change providers or terminate therapy, and to be informed of any anticipated changes in their care.

Confidentiality Limits:

Providers may share information without consent if they believe it is necessary to prevent a serious, foreseeable, and imminent harm to the client or another person.

For more information on specific rights in behavioral health settings, the Washington State Health Care Authority offers detailed guidelines.

Our Agreement

By signing below you agree that you have read this document, you have been given an opportunity to ask whatever questions you deem necessary, you have received a copy of this document, you agree to the terms of service, and wish to begin treatment.

I, the client, understand my signature indicates that I have read or had read to me this informed consent and disclosure statement, had sufficient time to consider it carefully, asked any questions necessary, and fully understand it. My signature in no way indicates that I am waiving any of my rights.

I, the client, understand the limits to confidentiality required by law and the limits of confidentiality of phone calls, email, and text messaging that occur outside of the Simple Practice client portal.

I, the client, understand upon request super bills will be created and available through my client portal if I decide to submit them to my insurance for possible reimbursement. Please note, super bills will include your primary mental health diagnosis and are for self-paying clients.

I, the client, agrees to pay any fees not covered by insurance. I understand it's my responsibility to verify my insurance coverage. Current fees are \$175 for a mental health assessment, \$145 for a 60-minute session and \$120 for a 45-minute session.

I, the client, understand, it is the policy of Tanya Barnes, Ever Evolving You Counseling LLC, to refuse any and all requests to appear in court on behalf of any client or participate in any mediation. In the case that I am subpoenaed by a judge to testify in court, an hourly fee of \$500 will be charged for any related time or expenses. Payment is expected before the court appearance.

I, the client, understand that no specific promises have been made to me, the client, by this therapist regarding the results of treatment, effectiveness for treatment, or the number of sessions necessary for counseling to meet my individualized needs.

I, the client, understand my rights and responsibilities as a client, and my therapist's responsibilities to me, the client.

I, the client, agree to undertake therapy with Tanya Barnes, Idaho LCPC, Oregon LPC, and Washington LMHC. I, the client, know I can end therapy at any time I wish.

I, the client, agree to act according to the points covered in this informed consent and disclosure statement.