

Informed consent notice of privacy practices FOR MIND*BODY*SPIRIT (last updated 1/17/23)

Disclosure statement

Thank you for considering my counseling services. I have prepared this statement so that we may make an informed decision about working together. Please review this document, and if you have any questions or concerns, please let me know. I am happy to go over this information together.

Types of counseling provided

The types of counseling services I provide are as Licensed Clinical Mental Health Counselor, rostered in the state of Vermont, and as I pre-licensed clinical intern in the state of Florida. Generally, I will be working with individuals, couples, and families. I work on a variety of issues such as, transitions, identity, anxiety, depression, substance/alcohol use, bereavement, and difficulties in family/friend/school communication- among others. I'm also a Nationally Certified Counselor through the National Board of Certified Counselors (NBCC). The NCC certification indicates that a counselor has met national standards set by members of the counseling profession who aspire towards ethical excellence and best practice.

EDUCATION & CODE OF ETHICS

Master of Science – Mental Health Counseling 2017

University of Vermont

Burlington, Vermont

Bachelor of Arts – focus on child and sexual development 2009

Sarah Lawrence College

Bronxville, NY

I adhere to standards presented by the Council for Accreditation of Counseling and Related Educational Programs. I am a member of the Association For Contextual Behavioral Science. I adhere to the ACBS and the American Counseling Association Codes of Ethics.

My practice is also governed by the Rules of the Board of Allied Mental Health Practitioners. It is unprofessional conduct to violate those rules. A copy of the rules may be obtained from the Board or online at <<http://vtprofessionals.org/>>.

EXPERIENCE

Two Roads Academy *Lead Therapist 2017- July 2022; Consultant July 2022-present*

- Provided clinical supervision of behavior interventionists
- Provided clinical consultation to administrative team

- Developed and delivered ongoing professional development training for staff
- Met individually with students
- Met with staff and students in a group setting
- Developed and collaborated on restorative practices
- Consulted with police departments, schools, and other services as needed

Champlain College *Graduate Clinical Intern 2016-2017*

- Over 360 direct and 500 indirect hours
- Weekly supervision
- Managed a caseload of, on average, 12 students
- Led a weekly mindfulness group
- Co-led a family stress support group
- Co-led sexual abuse awareness trainings
- Engaged in weekly group consultation and referral process
- Conversated regularly with student affairs, faculty, and parents

University of Vermont *Graduate Practicum Student 2016*

- Fifty direct hours
- Weekly supervision
- Managed a caseload of two clients for one semester

PROFESSIONAL TRAINING

The Therapy Relationship in ACT *Online 2020*

- Learned how evolution science impacts clinical work
- Engaged in role plays, readings, and exercises

Clinical Relational Frame Theory *Online 2019*

- Learned concepts and interventions related to RFT
- Engaged in role plays, readings, and exercises

Screening, Brief Intervention and Referral to Treatment *Burlington, VT 2015*

- Engaged in role-playing, discussion board, and readings about how to initiate, use, and evaluate this substance use public health approach

AmeriCorps State Essex, VT 2011-2012

- Received training in tangible assets, preference types, professional development plans, building your resource network, positive childhood development, experiential learning, conflict resolution, bookkeeping, difficult conversations, and bridges out of poverty.

METHODS OF COUNSELING

While I wouldn't want to be without any one counseling theory, much of my work is **Acceptance and Commitment Therapy** in nature. In contrast to the "healthy normality" assumption of Western psychology, ACT (pronounced as "act") assumes that the psychological processes of a normal human mind are often destructive, creating suffering through inflexible thinking. ACT seeks to bring human language and cognition under better contextual awareness, as a means to overcome the repertoire-narrowing effects of excessively relying on a "problem-solving mind". These concepts resonate deeply with me and have been how I've grown psychologically healthy myself. ACT is unlike many other therapeutic modalities. It does not attempt to reduce symptoms; it's designed to help you build a broad, meaningful life around whatever you experience, and to become more flexible in how you respond to life's challenges.

When we begin our ACT work, we are agreeing to engage in mindful, intentional, focused behavior change. We do this through conversation, trying behavioral experiments both in session and out of session, and assessing progress across time.

I also love **Bowen Family Systems**. Families can historically and presently affect their member's thoughts, feelings, and actions. A change in one person's functioning is predictable by reciprocal changes in the functioning of others in the system, and suffering occurs when how mental maps of how we belong to the system are interrupted or are no longer up-to-date.

Strategic Family Therapy, Adlerian, and Clinical Relational Frame Theory are also theories I typically draw from, as well as mindfulness and yoga practices. I believe that staying present allows us to best work on our situations, so together we will work on becoming grounded and reducing anxiety. Change happens when we can remain grounded in the present moment while reflecting on our past experiences.

If you should have questions or concerns, please do not hesitate to bring them up. My hope is that our work is wholly collaborative, rather than "something done to someone." If you have any questions about my counseling methods, let's address them.

CONFIDENTIALITY

- As part of my responsibility as a professional counselor, I adhere to the American Counseling Association standards for confidentiality and privacy.
- I am legally and ethically committed to your right to privacy. I promise that what we discuss will remain confidential within the Counseling Center:
- The exceptions to this are court ordered records, mandated counseling, if it is a matter of saving your life or someone else's, or where I am required by law to report current child abuse or elder abuse, and:

- If you're considered a minor (under 18 y/o), some elements of our conversations may be shared with important people in your life, such as guardians, guidance counselors, etc. I only share what's appropriate, and you, them, and I will discuss what will be shared and what I won't early on in our work together. Your privacy still matters.
- Outside of the exceptions listed above, I'll tell no one about why we're working together. This includes not telling your friends, your parents, your teachers, your significant other, or your boss. If you want me to speak to someone, I can only do so with your permission.

Social media policy

I sometimes use Facebook and other social media for professional purposes. This may be where you first learned about Mind, Body, Spirit.

While I value the opportunities for information and connection that social media provides, I also want to ensure your privacy and confidentiality to the degree possible.

Therefore, I don't accept "friend" requests or similar connection requests from clients. Commenting or direct messaging through social media is not an appropriate way to contact me, and I won't respond through social media. Instead, contact me through my phone number or email. I will not access your (or your child's) social media posts without your written permission to do so, *even if they are publicly accessible*.

I don't provide client contact information to any social media platforms. However, you still may find that these platforms present some risk to your confidentiality. They are known to match people using descriptions like "People You May Know" simply if you and the other person share the same contact in your phone, and have given the social media site access to your contacts. If you have "Liked", commented on, or otherwise attempted to respond to any of my posts in the past, this information may also be used by social media platforms to connect you to me. I have no ability to control or alter how social media platforms use information about you or me that I did not share.

Reducing risk to your confidentiality

You can minimize that risk by:

1. not adding me as a contact in your phone (bearing in mind your phone may create a contact automatically if you call my office from your phone)
2. turning off any social media platform's ability to access your contacts or your location. The ultimate choice and responsibility for protecting your confidentiality relative to social media lies with you.

Supervision/ peer consulting

As part of my continued training, I work with a group of peers to go over problematic areas in our work. This may mean seeking support in terms of books I could read or offer to clients, organizations I could orient clients to for extra support, and to talk about my interventions for efficacy. I keep your information as confidential as possible; I mostly discuss what I'm doing and how I can do it better.

Communication

In my initial paperwork, you can indicate your preferred method of communication: phone, email, or text. I will try to keep this in mind when communicating with you. At times I may choose to call you regardless of your preferred method; for example, in case of emergency.

Through my electronic health record software, I have access to a HIPPA-compliant messaging system. You will be able to access this through your client portal. I prefer that you use this messaging service for all non-emergency communication with me, as it protects your privacy more than email or phone. You should use this service for sending me confidential information such as insurance information or credit card information.

If you're running late to a session for some reason, please inform me by phone, text, or email as soon as possible so that I'm aware. If you're ten minutes late to the session, I generally will text or call you to check in and make sure you haven't forgotten the appointment or aren't in an emergency situation.

PLEASE NOTE: If you are 20 minutes late to a session (generally meaning 20 minutes passed the hour), this is considered a "no show". If you contact me beforehand, depending on your situation, this condition may be changed. For example, if you're in traffic due to an accident ahead of you, then I may be able to waive the no show.

In case of an emergency

At this time, if an emergency arises, please call 9-1-1 or First Call for Chittenden County at 802.488.7777. I am not available in emergencies

To file a complaint

To file a formal complaint, please contact the Board of Allied Mental Health Practitioners in Vermont, or for Florida: <<https://www.floridahealth.gov/licensing-and-regulation/enforcement/index.html>>

FEES & OTHER SERVICE INFORMATION

The fee for each 45-50-minute individual, couple, or family session is \$130. In some special circumstances, we may negotiate a lower fee, determined by your ability to pay. If I'm a provider for your insurance company and I have contracted with them to accept a lower fee, then your deductible and any noninsured portion of each session's fee will be based on that contracted amount. If the insurance company decides to increase the fee that I can charge, your deductible and any noninsured portion of each session's fee will be based on the increased amount.

Also, sometimes managed care companies will authorize more sessions than your insurance benefits will pay for. If we have sessions that are authorized but not paid for by your insurance benefits, by signing this form you agree to pay my fee, as listed above, for each authorized visit that is not covered by your insurance benefits. If your insurance company requires you to get authorization from them before seeing me and you do not do so, you are responsible for payment in full of the fees listed above.

Under a managed care plan, the insurance company periodically requires me to submit your diagnosis, progress, and treatment plan to their reviewer, who then determines if further treatment is medically necessary. I want you to know that if you've a managed care insurance plan, this information will be released to the reviewers. If you don't want me to release this information, you can choose not to use your insurance coverage and pay for my services yourself at the time of each visit.

Any telephone consultation or email which requires more than 15 minutes of my time, may be pro-rated at my standard hourly rate for professional services. Although health insurance may aid in payment, you alone are responsible for paying for your appointments.

Cancellations and no shows

- If you cancel or don't keep an appointment without giving 24 hours' advanced notice, you must pay a \$75 cancellation fee for the time you've reserved.
- **If you cancel without giving 48 hours' advanced notice, you must pay a \$20 cancellation fee for the time you've reserved.**
- **Cancellation fees can be reduced at my discretion, based on the nature of the late cancel. These might include, but aren't limited to: If I was responsible for quickly changing session times, and come to learn that you can't get out of school, work, or find childcare for the new time; if you're financially unstable and the fee would hinder your ability to pay for other life necessities; if I'm able to quickly fill the canceled spot in my schedule.**

Insurance companies do not pay for missed appointments. (Medicaid doesn't allow for any cancellation fees.)

A maximum of \$200 can be accrued in missed appointments and cancellation fees unless we discuss otherwise. I reserve the right to collect any unpaid balance due to me, and we may have to suspend treatment until the balance is paid.

If you're not making regular monthly payments on the account balance, I may use a collection agency or take legal action to secure payment, as authorized by state or federal law, and the collections action will become a part of your credit record. You will be notified in writing before I act to collect. I reserve the right to terminate treatment and refer you elsewhere for continued care if the unpaid balance exceeds \$200.00.

IMPORTANT: By entering into a counseling agreement with John Powell, you understand that John Powell and/or his records/files will not be available for any court proceedings or hearings and you agree not to subpoena John Powell or his records/files.

Your rights

- You have the right to services regardless of race, religion, sex, ethnic background, age, sexual orientation, disability, ability to pay, HIV status, or any other non-clinical reason.
- You have the right to be treated with courtesy, dignity, respect, and in language you can understand.

- You have the right to receive confidential services as discussed above.
- You have the right to review your records, to make additions or corrections, and to obtain copies for other professionals or yourself. However, reading records or having someone else read them is a significant issue that I will want to explore with you fully before making the records available.
- You have the right to receive information necessary to give informed consent prior to being involved in activities which include the use of audio or video tape recorders. This is not typical of my practice.
- You have the right to clear professional and ethical boundaries within our therapeutic relationship. I cannot see you socially outside our sessions, or enter into a business or other relationship with you besides this therapeutic one.
- You have the right to question any aspect of treatment and to voice your opinions, recommendations, or grievances without fear of restraint, interference, coercion, discrimination, or reprisal.

Your Responsibilities

- You have the responsibility to provide me with complete and accurate information that will ensure the creation of a useful and individualized plan of care.
- You have the responsibility to take an active part in your treatment process and to come to sessions without being under the influence of alcohol or any non-prescribed drugs.
- You have the responsibility to pay any co-payment owed at the close of each session. Payment for service is an important issue, in part because in counseling clarity of relationships and responsibilities is often a goal of treatment.
- If you have health insurance, you are responsible for verifying your insurance coverage, deductibles, reimbursement rates, co-payments, and getting your initial authorization, if needed.
- You have the responsibility to keep all scheduled appointments and to be no more than 15 minutes late. If you are not able to attend your appointment, you have the responsibility to call ahead no less than 24 hours and cancel your appointment and/or reschedule. An appointment is a commitment to our work and a contract between us to be present and on time. I will make our sessions a priority and ask you to do the same to keep missed sessions to a minimum. Rarely, and usually because of an emergency, I may not be able to start on time. For this I ask your understanding and assure you that you will receive the full time at the time of your session or at another time. Your session time is reserved for you and a canceled appointment is an interruption in your work. Therefore, unless there is an emergency or sickness, if you miss an appointment, are more than 15 minutes late, or cancel with less than 24 hours' notice, you will be responsible for the cancellation fee, which cannot be billed to your insurance.

Do you have questions or concerns?

There can sometimes be an overwhelming amount of material to discuss as we begin our work together. I want to make sure we take time to discuss the above information and to address any questions and concerns you have. We are in this together.

Client's Disclosure Confirmation

By checking the box, I acknowledge that I have been given the professional qualifications and experience of John Powell, a listing of actions that constitute unprofessional conduct according to Vermont statutes, and the method for making a consumer inquiry or filing a complaint with the Office of Professional Regulation. This information was given to me no later than my third office visit, unless edits have been made and I'm aware of the changes.