



PROFESSIONAL DISCLOSURE STATEMENT & CONSENT FOR TREATMENT

INTRODUCTION

The purpose of this document is to define the intentions and conditions of Mr. Morrissey's counseling services and to ensure that clients, children, and parents have clear expectations and information about their counselor, their rights, and their responsibilities. This document is also mandated by both South Carolina State law and Public Law 104-191. If you have any questions regarding the documents you have received, please feel free to discuss them with your counselor.

CREDENTIALS & EXPERIENCE

Mr. Morrissey holds a post-master's degree as an Educational Specialist (EdS) in Counselor Education from the University of South Carolina. In fulfillment of his EdS degree in 2007, he completed a rigorous 66 graduate credit program that included a supervised practicum and internship working with students and families at the elementary, middle, and high school levels.

Mr. Morrissey has extensive experience working with families and children as both a licensed professional counselor in private practice and as an elementary school counselor. He also has a background in working with adolescents and young adults as a high school soccer coach and a summer counselor in the Upward Bound college preparation program.

Mr. Morrissey has been in private practice since 2012 and holds a State Counseling License as an LPC in South Carolina. He has 16 years of experience as an elementary school counselor and holds a School Counseling certificate from the South Carolina Department of Education for grades K-12. Mr. Morrissey has also held Certification as a Nationally Certified Counselor (NCC #223581) since 2008.



SERVICES OFFERED

Individual counseling focused on children and adolescents, counseling through play, life launching for young adults, group counseling, and parent-focused family counseling.

Mr. Morrissey's counseling services focus primarily on the adjustment and developmental, personal and social, and educational needs of children, adolescents, and young adults throughout their life span. Roadblocks to healthy development often relate to client concerns about adjustment to life-changing events, anger, peer conflicts, social skills/friends, grief and loss, anxiety, depression, and behavior/academic problems. Mr. Morrissey also works with parents concerning issues related to parenting, discipline, or family crisis that often directly affect children and adolescents.

THEORETICAL APPROACH & TECHNIQUES USED

Mr. Morrissey's theoretical orientation and training in client-centered and strengths-based solution-focused therapy provide the conceptual framework for the majority of his individual and group counseling services. In using this approach, counseling services are driven by the client's agenda for change and focused on the promotion of his client's identified strengths. However, based on the clients presenting needs, Mr. Morrissey will also use techniques found in choice theory, social cognitive theory, cognitive behavior therapy, psycho-educational therapy, and play therapy.

During the counseling process, Mr. Morrissey will attempt to help clients evaluate their current actions and develop new and more effective alternatives, behaviors, and ways of thinking. This approach generally emphasizes choice, responsibility, current behaviors, and solutions while avoiding detailed discussions on symptoms or long-term reflections on the past. In this way, most of the client's time in each session is focused on what is working in the client's life and how they can build off of their successes and make more effective choices. Clients may also be asked to model and practice new behaviors with the use of homework, role plays, and questions that ask the client to solve problems in ways that replicate a positive role model, or by imagining how they would act if a miracle happened and their problem was solved.

USE OF PLAY THERAPY, COGNITIVE BEHAVIOR THERAPY, & ASSESSMENTS

The technique of counseling through play is generally used with small children who are often able to better express their feelings, work out solutions, and model new behaviors through their play rather than with their words. Cognitive behavior techniques such as a cost-benefit analysis may be used with older clients dealing with phobias, anxiety, or depression in an attempt to examine the way a client's thoughts may be affecting their behaviors and feelings. In group therapy, clients will have the opportunity to share their challenges and successes and gain strength and support from the catharsis and adaptive strategies of their fellow group members. The biopsychosocial approach, along with common assessments and screening tools, may be used in cases requiring the potential classification and assessment of common mental disorders. In these cases, a referral to a psychiatrist or medical doctor may be required to confirm a diagnosis and/or obtain medication.



FEES & INSURANCE REIMBURSEMENT

TYPE OF SERVICE	FEES	DISCOUNT
Intake Session	\$258 per 90 min session	\$250 cash/check
Counseling Services	\$129 per 50 min session	\$125 cash/check
Phone Consultations	\$40 per \$15 min interval	
Court Actions/Legal Fees	Ask for detailed fee sheet	
Missed Appointment Fee	\$125 or cost of missed session	

Currently, Mr. Morrissey is not billing insurance companies for your visit. However, you may still contact your insurance company about filing your claim for reimbursement. After each paid visit, you will receive an official medical invoice that includes the necessary information to file a claim using your insurance or medical spending account. Consequently, you will be responsible for paying for each session at the time of your visit.

We currently offer treatment packages and cash/check discounts to pass on savings to our clients. Please see our appointment scheduling website for details on our latest treatment package discounts. Checks may be made out to Luke Morrissey. Please prepare your payment in advance to ensure we make the most of our time in the counseling session. After 60 days, any unpaid balances will accrue a 10% late fee each month left unpaid unless prior payment arrangements have been made.

TERMS OF SERVICE

Clients or parents/guardians of clients have the right to terminate counseling services at any time. Mr. Morrissey may end counseling services if you choose not to schedule a new appointment after a year's absence in which you have not requested to remain a client. You may also ask for a referral upon request for termination of counseling services if you need a new counselor.



CONFIDENTIALITY & PRIVILEGES

The information you share in psychotherapy is protected health information and is generally considered confidential by both South Carolina statute law and federal regulations. Your therapy file can be subpoenaed in South Carolina through a court order (signed only by a judge) but is considered privileged in the federal court system. Mr. Morrissey is mandated by standards - through Duties to Warn - to breach confidentiality if he discovers: 1) you are threatening self-harm or suicide, 2) you are threatening to harm another or homicide, 3) a child has been or is being abused or neglected, and/or 4) a vulnerable adult has been or is being abused or neglected. Finally, if you want to have your protected health information released to another party, you must sign a specific Release of Information.

ETHICS

Mr. Morrissey follows the Code of Ethics of the following organizations:

- The South Carolina Board of Examiners for the Licensure of Professional Counselors, Marriage and Family Therapists, and Psycho-educational Specialists.
- The National Board for Certified Counselors.

Any type of sexual behavior between therapist and client is unethical. It is never appropriate and will not be condoned.

DISPUTES & COMPLAINTS

If, at any point, you feel uncomfortable with Mr. Morrissey's behavior and/or professionalism as a counselor or with any of his counseling techniques, please feel free to let him know. His goal is to help his clients meet their personal goals and grow into healthy, well-adjusted individuals. If this is not happening, it is his duty to adjust his approach or help you find a counselor that might better fit your needs and expectations.



INFORMED CONSENT

YOU WILL BE ASKED TO SIGN THE LAST PAGE OF THIS DOCUMENT. YOUR SIGNATURE VERIFIES YOU HAVE BEEN GIVEN THIS DOCUMENT AND THE HIPAA DOCUMENT THAT FOLLOWS, THAT YOU HAVE READ AND UNDERSTAND THESE DOCUMENTS, AND THAT YOU CONSENT TO TREATMENT. FURTHER, YOU NEED TO BE AWARE:

- Treatment isn't always successful and may open unexpected emotionally sensitive areas. The decision to terminate the counseling relationship may be made by the client/guardian or by a collaborative decision between both the client and counselor if he can no longer meet your therapeutic needs. If requested, he will also do his best to refer you to another counselor or medical professional at the time of termination.
- Mr. Morrissey is not a physician and cannot prescribe medications.
- Mr. Morrissey may need to consult with your physician, attorney, other counselor, or his counseling supervisor.
- Mr. Morrissey is not available 24 hours a day. If you are unable to reach him in an emergency, please dial 911. Calls and emails will be returned as quickly as possible during daytime hours. **You will be charged for phone consultations lasting at least 15 minutes at a rate of \$40.00 per 15 minutes.**
- Appointments may be successfully canceled as late as 3 days before the scheduled appointment. **If this is not done, you will be charged \$125.00 for a missed appointment.** Please call (803)727-3437 to cancel or reschedule appointments. You may be asked to pay in advance after more than one canceled appointment without a medical explanation.
- Mr. Morrissey is licensed through the SC Board of Examiners for The Licensure of Professional Counselors, Marriage and Family Therapists, and Psycho-educational Specialists. The Board is located in The Synergy Center (Kingstree Building) in Columbia, South Carolina. They can be contacted at (803)896-4652 or P.O. Box 11329, Columbia, SC 29211.
- The Executive Administrator for Morrissey Counseling Services LLC, DBA New Roots Counseling, is Mr. Morrissey. He is a confidential administrator under state and federal law. He will be your major contact for appointments, problems, complaints, and commendations.
- Every client has the right to confidentiality which allows them to discuss information within the counseling context without the concern that their discloser may be discussed with individuals outside of the counseling relationship.



HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. This document may be updated without notice so please review it each time you visit us. A copy of this statement is always available upon request.

All information revealed by you in counseling or a therapy session and most information placed in your counseling/therapy file (all medical records or other individually identifiable health information held or disclosed in any form [electronic, paper, or oral]) is considered “protected health information” by HIPAA. As such, your protected health information cannot be distributed to anyone else without your express informed and voluntary written consent or authorization. The exceptions to this are defined immediately below. Additional information regarding your rights as a client can be found in your therapist’s/counselor’s Professional Disclosure Statement and Consent for Treatment.

Use or disclosure of the following protected health information does not require your consent or authorization: (HIPAA)

1. Uses and disclosures required by law – like files court-ordered by a Judge
2. Uses and disclosures about victims of abuse, neglect, or domestic violence – like the Duties to Warn explained in your therapist’s/counselor’s Disclosure Statement
3. Uses and disclosures for health and oversight activities – like correcting records or correcting records already disclosed
4. Uses and disclosures for judicial and administrative proceedings – like a case where you are claiming malpractice or breach of ethics
5. Uses and disclosures for law enforcement purposes – like if you intend to harm someone else (see Duties to Warn in your therapist’s/counselor’s Disclosure Statement)
6. Uses and disclosures for research purposes – like using client information in research; always maintaining client confidentiality
7. Uses and disclosures to avert a serious threat to health or safety – like calling Probate Court for a commitment hearing
8. Uses and disclosures for Workers’ Compensation – like the basic information obtained in therapy/counseling as a result of your Worker’s Compensation claim



YOUR RIGHTS AS A COUNSELING/THERAPY CLIENT UNDER HIPAA

- As a client, you have the right to see your counseling/therapy file. Psychotherapy notes are afforded special privacy protection under HIPAA regulations and are excluded from this right.
- As a client, you have the right to receive a copy of your counseling/therapy file. This file copy will consist of only documents generated by us. You will be charged copying fees at \$.30/page. Psychotherapy notes are afforded special privacy protection under HIPAA regulations and are excluded from this right.
- As a client, you have the right to request amendments to your counseling/therapy file.
- As a client, you have the right to receive a history of all disclosures of protected health information. You will be charged copying fees at \$.30/page.
- As a client, you have the right to restrict the use and disclosure of your protected health information for the purposes of treatment, payment, and operations. If you choose to release any protected health information, you will be required to sign a Release of Information form detailing exactly to whom and what information you wish to disclose.
- As a client, you have the right to register a complaint with the Secretary of Health and Human Services if you feel your rights, herein explained, have been violated.

Before your counseling, you will receive an exact duplicate of your counselor's Professional Disclosure Statement and Consent for Treatment for your records. It will be necessary for you to sign a certificate indicating that you have received, read, and understand both documents. This certificate will be placed in your counseling file. Please do not sign the certificate if you do not understand any part of the HIPAA Client's Rights or the Professional Disclosure Statement and Consent for Treatment. Your counselor will be happy to explain these documents further.

The last 2 pages of this document are the signature certificates. Please leave them with your counselor.

THANK YOU!



Please leave this page with your counselor.

I acknowledge that I have received and read Mr. Morrissey's Professional Disclosure Statement, Consent for Treatment, and my HIPAA Client's Rights. I further acknowledge that I seek and consent to treatment with Luke T. Morrissey. My signature below confirms that I understand and accept all the information contained in Mr. Morrissey's Professional Disclosure Statement, Consent for Treatment, and my HIPAA Client's Rights.

_____	/ /	_____	/ /
<i>Client Signature # 1</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
		_____	/ /
		<i>Parent/Guardian Signature</i>	<i>Date</i>

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If more than one individual (e.g., spouse or family member) is seeking therapy, please have each of the others sign below. Signatures below confirm that each client, parent, or guardian listed below understands and accepts all the information contained in Luke T. Morrissey's Professional Disclosure Statement, Consent for Treatment, and their HIPAA Client's Rights and that each seeks and consents to treatment. You may receive additional copies of Luke T. Morrissey's Professional Disclosure Statement, Consent for Treatment, and the HIPAA Client's Rights upon request.

_____	/ /	_____	/ /
<i>Client Signature #2</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	/ /	_____	/ /
<i>Client Signature #3</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	/ /	_____	/ /
<i>Client Signature #4</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	/ /	_____	/ /
<i>Client Signature #5</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	/ /	_____	/ /
<i>Client Signature #6</i>	<i>Date</i>	<i>Client Signature #7</i>	<i>Date</i>



USE OF UNENCRYPTED E-MAILS, CELL PHONES, COMPUTERS, AND E-FAXES:

It is very important to be aware that computers and unencrypted e-mail, text, and e-fax communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Unencrypted e-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access because servers or communication companies may have unlimited and direct access to all e-mails, texts, and e-faxes that go through them. While data on Mr. Morrissey's laptop and cell phone are password protected, e-mails, e-faxes, text messages, and voice mail are sometimes not completely secured by the time they reach or while there are stored on your phone or computer. It is also possible that e-faxes, texts, voice mail, and email can be sent erroneously to the wrong address and computers.

Mr. Morrissey's laptop is equipped with a firewall, virus protection, and a password and he backs up all confidential information on his computer regularly. Mr. Morrissey's cell phone is also password protected.

Please notify Mr. Morrissey if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phone calls, phone messages, or e-faxes. **If you communicate confidential or private information via unencrypted e-mail, text, or e-fax or via phone messages, he 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 in such manners.** Please do not use texts, e-mail, voice mail, or faxes if you need emergency assistance.

Clients are strongly encouraged to use New Roots Counseling's encrypted forms and email portal to send and receive any information, including HIPPA-protected health information, they wish to be kept confidential. This option is available to all clients to use through our website and when signed into the password-protected and encrypted email portal.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

I acknowledge the risks noted above and authorize Mr. Morrissey to use unencrypted text messages, emails, e-faxes, and voice messages to transmit client forms, billing information, answer your questions, and make and confirm appointments. My authorization will also allow me to contact Mr. Morrissey and request HIPPA-protected health information via unencrypted email or text messaging if I choose to assume the inherent risks explained above. A copy of this signed, dated document shall be as effective as the original. I understand that this request to receive text, voice, e-fax, and/or e-mail messages will apply to all future communication unless I request a change in writing.

_____	____/____/____	_____	____/____/____
<i>Client Name (Please Print)</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	____/____/____	_____	____/____/____
<i>Client Signature</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>

The cell phone number that I authorize to receive text and voice messages is () - _____

The email that I authorize to receive messages from is _____

(Do not sign below if you want to communicate via text, voice and e-mail messaging with Mr. Morrissey)

REVOCATION

I hereby revoke my request for future communications via email, voicemail, e-fax, and/or text.

_____	_____	____/____/____	_____
<i>Client Name (Please Print)</i>	<i>Client/Guardian Signature</i>	<i>Date</i>	<i>Time</i>



NEW ROOTS

c o u n s e l i n g

COMMUNICATION & SOCIAL MEDIA PRIVACY POLICIES

Introduction

Healthy client/counselor boundaries and confidential communication are key to ethical therapeutic practice and positive client outcomes. This policy governs the use of Social media and electronic communication and the many tools that have become a part of modern life. It is crucial for clients and parents to understand best practices in protecting their privacy when choosing to use social media or electronic communication and online tools in conjunction with their care.

Our Social Media Policy

For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation blogs, public directories, review sites, and social networking sites such as LinkedIn, Pinterest, Instagram, FaceBook, and YouTube.

Comments on Social Networking Sites

New Roots Counseling and Luke Morrissey will only respond to comments on social networking sites, articles, professional blogs, and or podcast interviews if there is not a pre-existing counseling relationship, in accordance with the ethical guidelines of the American Counseling Association (ACA).

Section A.5.e. of the (ACA) code of ethics states that Professionally Licensed "Counselors are prohibited from engaging in a personal virtual relationship with individuals with whom they have a current counseling relationship (e.g., through social and other media)."

Clients and family members are welcome to view or read interesting articles and blogs that are published on New Roots Counseling's business Facebook Page, Instagram, or similar social media platforms and to use these pages to stay informed about upcoming events or information.

It is not, however, recommended to comment on articles, blogs posts, guest articles, podcasts, or public directories of New Roots Counseling or Luke Morrissey if you are a current or former client or family member as your comments could identify you as a client and compromise your confidentiality online. Therefore, in order to maintain client confidentiality, safety, and ethical boundaries, New Roots Counseling and Luke Morrissey reserve the right to block, reject, or deny comments that could blur the lines of the therapeutic relationship or create a dual relationship.



Your Privacy and Rights on Social Media

Please be aware that if you like, follow, or share our business social media pages (i.e. Facebook, Instagram, LinkedIn, or Pinterest), you will show up on a list of friends or followers, and your friends and followers may see what you like, follow or share. This can compromise your privacy and your confidentiality. However, with this knowledge of the above-mentioned risks to your privacy, you do have the right to “like” or follow New Roots Counseling business pages from our website or your Facebook or Instagram pages and/or to share anything that you wish to share online. We recommend you use the same discretion online that you would normally use when sharing information about therapy sessions in personal conversations with friends, family, or the general public. New Roots Counseling and Luke Morrissey will not friend, like, or follow you in return on social media platforms as our obligation is to follow ethical practices and protect your privacy. New Roots Counseling also provides clients with encrypted and private ways to connect and communicate with our practice which will eliminate you having a public link or connection to our social media content.

Public Friend & Contact Requests

Due to the importance of your confidentiality and the importance of minimizing the risks of establishing a personal virtual relationships, New Roots Counseling and Luke Morrissey, will not follow, like, or accept friend or contact requests of/from current or former clients and families on any social networking site (Facebook, Instagram, LinkedIn, etc). Honoring such requests may blur the boundaries of the therapeutic relationship and create a personal virtual relationship. Current and former clients and their families are subject to this policy to the extent they identify themselves as clients of New Roots Counseling or Luke Morrissey, LPC.

Consumer Review Sites

New Roots Counseling and its counselors do not solicit or request testimonials or consumer reviews. You may find our practice on sites such as Yelp, Healthgrades, Google, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find our listing on any of these sites, please know that our listing is NOT a request for a testimonial, rating, or endorsement from you.

Leaving a Review or Rating

Leaving a review or rating may compromise your confidentiality. Of course, you have a right to express yourself on any site you wish. But due to confidentiality, we cannot respond to any review on any of these sites whether it is positive or negative. We urge you to take your own privacy as seriously as we take our commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with us about your feelings about our work, there is a good possibility that we may never see it. If you have praise, suggestions, concerns, or complaints about the services you have received, please speak with us directly.



Testimonials

Confidentiality means that we cannot tell people that you are a patient at New Roots Counseling and our Ethics Code prohibits us from requesting testimonials. However, you are more than welcome to tell anyone you wish that you are a patient here or how you feel about the treatment provided to you and your family.

Email & Text Messaging

New Roots Counseling cannot ensure the confidentiality of any form of communication through unencrypted email and text messages. Email providers like Gmail are not always secure or confidential. Your emails are retained in the logs of your Internet Service Provider. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the ISP.

Encrypted and Unencrypted Communication

You can leave messages for your counselor using the secure forms on our website and our encrypted email portal which will better ensure your confidentiality. If you prefer to communicate via unencrypted email or text messages for issues regarding scheduling, cancellations, or to ask a general question you will be asked to sign a form authorizing the use of unencrypted communications. While your counselor will try to return messages in a timely manner, we cannot guarantee an immediate response. **We request that you do not use unencrypted email or text messages to discuss therapeutic content and/or request assistance for emergencies.** Therapeutic disclosures also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your medical chart.

After Business Hours Communication and Emergencies

You are welcome to contact our office during regular business hours for follow up care and nonemergency assistance. You can also send non urgent messages to your counselor using our secure email portal. However we can not insure someone will be available to respond to urgent requests after normal business hours. If you ever need emergency assistance please call 911.

Cell Phone Location Services

Many people use location-based services on their smartphone or tablets to enable friends and acquaintances to follow their itinerary via their mobile phones. Please be aware that use of location-based service on your smartphone may inform friends and acquaintances that you are visiting a therapist, thus compromising your privacy and confidentiality. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a counseling patient due to regular check-ins at our office on a weekly basis. Please be aware of this risk if you are intentionally "checking in" from our office or if you have a passive GPS app enabled on your phone, tablet, or laptop



Use of Search Engines

New Roots Counseling and staff will not conduct electronic searches on Google, Facebook or any other search engine about clients unless there is a genuine emergency where information obtained electronically might protect a client from harm. Our reasoning is that casual viewing of a patient's online content outside of the therapy can create confusion in regards to whether it's being done as part of your treatment or to satisfy personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement toward a specific purpose could potentially have a negative influence on our counseling relationship. If there are things online that you wish to share with us, please bring them into our sessions where we can view and explore them together in a therapeutic context.

If we have reasons to suspect that you are in danger and you have not been in touch with us through approved means (coming to appointments, phone calls) there might be an instance in which using a search engine (to find you, find someone close to you, or check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if we ever resort to such means, we will fully document it and discuss it with you when we next meet.

Conclusion

If you have questions or concerns about any of these policies and procedures or regarding any potential interactions on the Internet or social media, do bring them to our attention so that we can discuss them. As new technology develops and the Internet changes, there may be times when we need to update this policy. If we do so, we will notify you in writing of any policy changes and make sure you have a copy of our updated policy.



I acknowledge that I have received and read the communication and social media privacy policies and practices. I further acknowledge the above mentioned risks, benefits, and policies concerning electronic communications and social media use as a client of New Roots Counseling. My signature below confirms that I understand and accept the risks associated with my communication choices and social media practices.

_____	____/____/____	_____	____/____/____
<i>Client Name (Please Print)</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>
_____	____/____/____	_____	____/____/____
<i>Client Signature</i>	<i>Date</i>	<i>Parent/Guardian Signature</i>	<i>Date</i>