A. Rachel Weiss, MSW, LCSW

PSYCHOTHERAPY | TRAUMA RECOVERY | EMDR & SENSORIMOTOR

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Professional Disclosure Statement / Informed Consent

I am pleased that you have selected me as your counselor. The following information is designed to inform you about the counseling process and ensure that you understand our professional relationship.

Professional Background

Alison "Rachel" Weiss is a Licensed Clinical Social Worker (LCSW #C007487) in the State of North Carolina. She has over 19 years of clinical experience as a psychotherapist. Treatment modalities include individual, group, couples, and family counseling (adults only). Currently she is only working with individuals and very occasionally will see couples/family/groups. She works with Adults (typical age range is from 18 to 70). This work includes treatment for PTSD, Trauma, Substance Abuse, Addictions/ Compulsions, Dual-Diagnosis, Affect Dysregulation, Anxiety Disorders, Relationship/Marital/Family Issues, Relationships with Narcissists, Eating Disorders, Body Image, Sexual and/or Love Addiction, Dissociative Disorders (including D.I.D), Emotional Detachment, Adult Attachment Issues, Sexual Issues, Grief/Loss, Complicated Grief, Low Self-Esteem, Shame, Self-Harm, Phobias, Life Stress, Anger/Rage, Secondary Traumatic Stress, Complex and Developmental Trauma, Single-Incident Trauma, Somatization, Conversion Disorders, and Chronic Pain, among others.

Rachel also works with people recovering from recent, or current, difficult life situations/ transitions, such as a change of job, a divorce, a break-up from a significant other, dealing with the illness of a loved one, a recent move, graduating from school, partner infidelity (or your own), aging, abortion and miscarriages, legal trouble, an addicted loved one, the death of a loved one, gaining/losing weight, contemplating a change of career, or just any place in your life where things feel "off-balance," and your "normality" has been interrupted. Rachel also enjoys, and is skilled at, working with people who are simply wanting to gain a deeper understanding of themselves, increase self-confidence, or wanting to feel re-invigorated by life.

Rachel Weiss earned her Masters of Social Work (MSW) in 2006 from Smith College: School for Social Work, where she focused her studies and internships on Psychotherapy with adult survivors of trauma. She later earned her LCSW and LCAS, with extensive work in the field of addiction and dual diagnosis. She is a trauma, attachment and addiction/compulsion specialist who believes that most of the issues people struggle with stem from unresolved traumatic, or "toxic," experiences, along with attachment wounds. She believes that everybody deserves empathy and compassion; everyone has the capacity to heal and recover. She believes that we are ultimately the experts regarding both our struggles, and our healing/recovery.

Theoretical orientation is eclectic and individualized, using a variety of practices including Psychodynamic Modalities of Therapy, EMDR (Eye Movement Desensitization and Reprocessing), The Hakomi Method (Mindfulness-Centered Somatic Psychotherapy), Attachment-Based Psychotherapies, Somatic Experiencing (SE), Sensorimotor Psychotherapy (SP), Emotionally Focused Therapy for Couples, Families and Individuals (EFT), Ego State or "Parts Work," Psychoeducational, and Family Systems Therapy, among others.

About the Clinical Counseling Process

I view participation in Clinical Counseling as a collaboration, or partnership, between two people. You define the problem(s) to be worked on, and I use specialized knowledge to help you bring about the desired changes.

I ask that you tell me about any issues/ concerns arising within the therapeutic process, and within the therapeutic relationship. It's extremely important to voice your feelings about the therapeutic process; I encourage you to be honest with me. Psychotherapy needs to be a safe, non-judgmental space where you can speak openly and honestly, even when speaking up feels difficult or scary for you. My only intention is to help you achieve your goals- I cannot do that without your respectful honesty and input.

Since participation in therapy with me is voluntary, you may withdraw or terminate your treatment involvement at any time.

Nevertheless, I must request that you discuss your plans with me before acting on them, so that you can be fully informed about the potential risks and consequences of prematurely doing so. Termination is inevitable but should not be done casually.

Confidentiality Issues

Some important issues regarding confidentiality need to be understood as we begin our work together. In general, I will not tell anyone what you tell me, or even reveal that you are seeing me for therapy. Federal and state laws protect the confidentiality of all communications between a patient and their therapist. This is why I ask you to sign a "release of information" form before I can talk

about you or send your records anywhere else.

However, there are some exceptions:

- If you were sent to me by the court, legal system or an employer for evaluation or treatment, they expect a report from me. If this is your situation, please talk with me before you tell me anything that you do not want disclosed to them. You have a right to tell me only what you are comfortable with being disclosed.
- In child custody proceedings, adoption proceedings, and proceedings in which your emotional condition is an important element, a judge may legally require my testimony if it is determined that meaningful resolution of the issues before the court requires it.
- Are you suing someone or being sued? Are you being charged with a crime? If you anticipate being involved in litigation, or
 are already involved in litigation, and you tell the court you are seeing me, or choose to include your mental or emotional state
 as part of that litigation, I may have to reveal part, or all, of your evaluation or treatment records.
- If you are called as a witness in criminal proceedings, opposing counsel may have some limited access to your evaluation and treatment records.
- My testimony may also be ordered in (a) legal proceedings related to a psychiatric hospitalization, (b) malpractice and disciplinary proceedings brought against a Clinical Social Worker, and (c) certain legal cases where the client has died.

Also, there are some circumstances when I am required to breach confidentiality even without a patient's permission.

- If I believe a child has been, or will be, abused or neglected; I am legally responsible to report this to the appropriate authorities and State agency.
- If you make a serious threat to harm yourself or another person, the law requires me to take protective action. This can include notifying the police, warning the intended victim, and/or seeking your hospitalization.

The obvious intent of these laws is that, as a Clinical Social Worker, I have a professional, legal and ethical responsibility to take action to protect individuals from harm, when, in my professional judgment, that danger exists. I am what is considered a "mandated reporter."

By signing this form, you agree never to call me as a witness in any present or future domestic or disability-related litigation under any circumstances. I want you to fully understand that I will not provide evaluations or expert testimony in Court for two reasons:

- 1. My statements will be seen as biased in your favor because we already have a therapeutic relationship; and,
- 2. My testimony might affect our therapy relationship, and I must put our therapeutic relationship first.

Courts appoint objective, independent examiners who have no prior contact with either you or your family members to conduct forensic examinations, custody evaluations, or act as expert witnesses for the court.

It is my role as a psychotherapist only to provide you with treatment. Experience has shown that the professional relationship is often harmed when psychotherapists testify in disability, divorce and/or custody matters.

Another confidentiality issue, that I feel is important to mention here, is that I may find it helpful, or even necessary, to consult about a case with another healthcare professional. This helps me provide you with a high quality of care. Your name will never be given to them, some information will be changed or omitted, and they will only be told as much as they need to know. Of course, the consultant is bound by the same laws and rules as I am.

Please keep in mind that the laws governing confidentiality are often quite complex, and I am not an attorney. I encourage active discussion of your concerns regarding these issues, but, if you need specific legal advice, consultation with an attorney may be desirable.

Record Keeping

I am required by law and professional ethics to maintain formal treatment records. I usually take notes during our sessions. You may find it helpful to take your own notes during and/or between sessions.

Please be aware that you are entitled to review your records or receive a copy of them at any time, unless I believe the information would be emotionally damaging, and, in such cases, the records will then only be made available to your designee. If you do request your records, you will be required to complete a form in writing prior to beginning the process of preparing your file. All patients are charged a fee for the administrative preparation and reproduction of their files that must be paid *prior* to your receipt of these documents. Please plan on waiting at least two to three weeks for your patient folder, after you have been notified that you may have access to your records.

The detailed notes I write during sessions are called "Psychotherapy Notes," and they are kept in a separate file, and cannot be

reviewed or disclosed to anyone, including you, as the client. "Progress Notes" are the notes that are in your file, and those can be released with your record- these notes are not detailed.

Standardized test results can only be released to other licensed healthcare professionals properly trained in their use and interpretation. Thus, patients are entitled to the results of tests they complete, but not the actual test itself. This is like your local hospital's policy regarding lab tests (i.e.: MRI, CT scan, blood work, etc.).

Any documents that I have in your file, which were not created by me, cannot be re-released. Legally, only the specific individual or agency that created a document can release that information. This includes documents such as records I may have requested, or which were sent to me from another health-care provider, (primary care physician, past therapist, hospital, psychologist, etc.)

If you use third party insurance, even if out-of-network and you are submitting "superbills" for sessions, I am required to provide the insurer with an accurate diagnosis and sometimes treatment records. It will become part of your permanent medical record. I will always let you know what the company has asked for. If you request it, I can provide you with a copy of any reports submitted. If you do not meet criteria for a diagnosis, or cease to meet criteria after some time in therapy, your insurance will not reimburse for services.

It is my standard office policy to destroy all patient records ten years after the termination of treatment. Until then, I will keep your records in a safe place.

What to Expect From Our Professional Relationship

Following our initial meeting, we will meet for a 50 to 53-minute session every week at minimum; often people come more than once a week, or schedule extended sessions. We can schedule sessions for your convenience, if available.

I will try and let you know at least a month in advance of my vacations or any other times we cannot meet-unless it is a health emergency or other unexpected emergencies that arise on occasion. Please try not to miss sessions if you can possibly help it. When you must cancel, please give me at least 24 hours' notice; 48 hours is, however, preferable (in most cities, including D.C., where I started practicing, 48 hours' notice is required). Cancelled appointments interrupt our work and delay your progress/growth. When possible, please attempt to reschedule any cancelled or missed appointments. If you are sick, you can also do a phone session, or video session, and Rachel can help guide you through exercises that will help your healing capacities in your body- thus, you may not want to cancel at all!

Psychotherapy is not like visiting a physician in that it requires an active involvement and ongoing effort on your part to change thoughts, feelings, and behaviors. You must work in sessions and at other times during the day.

Change can sometimes be easy and swift, but it is usually slow, gradual, and the result of a patient's persistent effort and commitment over time. Psychotherapy is more effective when it occurs on a regular basis.

Some health insurance plans do offer out-of-network benefits and help you pay for Psychotherapy services as well as some of the other treatment procedures I offer. If your insurance company does offer out-of-network benefits, you can request that I give you "Superbills" that you would submit to your insurance company. Please be aware that I have absolutely no role in deciding what your insurance plan covers. You are responsible for checking your insurance coverage, deductibles, reimbursement rates, etc. *(Insurance does not pay for sessions you do not attend- missed appointment fees must be paid by you.)

Methods of payment I accept include, but are not limited to: Zelle, Credit/Debit Card, and Checks if you provide them in advance to sessions. I do offer a sliding scale rate and this is assessed on a case-by-case basis. Rachel does increase her rates periodically, and you will be notified at least a month in advance of such changes.

I will assume that our fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, via telephone, or certified mail that you want to stop treatment. You have a responsibility to pay for any services you receive, or any missed appointments, before you end our relationship. Either one of us may choose to end our work together at any time.

Payments and Cancellation Policy

I do my best to provide services to as many individuals as possible, and since only one client is scheduled per appointment slot, late cancellations and missed appointments, do not allow for me to fill that appointment slot with another individual who may need it. This policy is to provide the best care to all of my clients. The time scheduled for you, is yours, and payment is needed for that time, whether you show up or not. Please understand that Rachel also prepares for your sessions. Rachel will wait for 15 minutes, and if you are later than this, the session will have to be rescheduled, and you will be charged the No-Show fee in these cases.

I understand that unanticipated events happen occasionally in everyone's life. In my desire to be effective and fair to all clients, the following policies are put in place (these policies or fees are not punishments):

• There is no charge for appointments cancelled 24 hours, or more, prior to your scheduled appointment time (unless your appointment is on a Monday- see below).

- 24-hour advance notice is required when cancelling an appointment. This allows the opportunity for someone else to schedule an appointment. If you are unable to provide 24 hours advance notice you will be charged a \$50 cancellation fee the 1st time. If your appointment is on a Monday, you will need to cancel prior to 5pm the Friday before.
- After the 1st Late Cancellation, you will be charged a \$100.00 cancellation fee from then on.
- For any Missed Appointments/No Shows (no notice given prior to your missed appointment) you will be charged \$100.00.

No-shows/Missed Appointments: Anyone who either forgets, or consciously chooses to forgo their appointment without notifying me prior to the scheduled appointment time, for whatever reason, will be considered a "no-show." They will be charged in full for their "missed" appointment. Charges for missed appointments are made with you card on file, automatically, unless you late cancel/no show, and submit your payment with another method prior to Rachel charging your card. Rachel does not have to notify you that your card is being charged. (For a 50-60-minute Therapy Session this will be \$100.00.)

- In special cases, resulting from multiple missed appointments and/or late cancellations, you may be given the option of creating an "Attendance Contract." Each contract differs. In these cases, you will have the choice to stop therapy, or continue with the understanding that you will abide by the contract. If you stay on, and are unable to abide by the contract agreement, you will have to discontinue therapy with me, and I will offer you a list of at least 2 appropriate referrals for other therapists and/or practices.
- Fees will be automatically charged using the card I have on file. Please be sure to change card information when/and if
 needed, as this is your responsibility. This includes notifying me of a change in zip code in order to run your card. Any time
 your card is charged, a card processing fee is added (these fees do increase and decrease, as the Square Program that I use
 set those fees).
- When your card is charged, you will receive a receipt for this instantly in the e-mail you have provided me with.
- If your card is declined, or your payment is late for any other reason, and not received by 5pm the day the payment is owed, I will notify you via phone, and may send you an invoice electronically. A \$30.00 fee will be additionally charged if this occurs. However, if I get a text or call back within that same day, prior to 5pm, telling me that the situation was corrected, thus allowing me to successfully charge your card, or that you were able to get me the payment in some other way, the \$30.00 fee will not be added to your Cancellation/Missed Appointment fee.
- If there is a fee owed, we will have to suspend sessions until the full fee is paid. Payment Plans are available on a case-by-case basis. Please just talk with Rachel about any issues you might be having.

Please be advised that you are allowed three late cancellations per year. Upon the third late cancellation, I reserve the right to decline further scheduling.

If you have a standing appointment time with me and "no show" an appointment, I may remove your standing appointment if I do not hear from you within 24 hours after the missed appointment time. We will schedule another time to meet once I hear from you.

I try my best to work with all of my patients who are invested in the therapeutic work. We all have hard times, and I understand that. I do offer a sliding-scale rate to a limited number of patients and have a pro-bono slot as well. I also have slots dedicated to the "Open Path Collective" who link clients with therapists for a low session rate of \$30.00-\$50.00. These slots are often taken; if they are, I can help you get connected with them so that you can see a therapist at a rate that is more affordable for you. All Souls Counseling also offers low-payment sessions, as low as \$5.00. Additionally, there are therapists that charge rates that may be more suitable for you. There are also free, limited-time, services available for some people, such as sexual assault and domestic violence survivors, and Rachel is happy to direct you to these services.

*If you are struggling financially, please speak openly and honestly with me. I also offer payment plans on occasion and am willing to explore these options. Most importantly, talk with me, and we may be able to work out a temporary arrangement.

The Benefits and Risks of Therapy

There are benefits and risks associated with any healthcare procedure. Risks might include experiencing uncomfortable feelings like sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories or have night terrors as well as flashbacks. These emotions, symptoms and memories can bother you at home, work, or school. Participation in Therapy may also disrupt a marital relationship or partnership, and sometimes even lead to separation or divorce.

Sometimes, too, a client's problems may temporarily worsen after beginning treatment. Conflicts may not be resolved. Emotions may be too overwhelming or intense to deal with at the time; targeted behaviors may not change, and you may not be any more aware of yourself than when Therapy started. New forms of disruptive or symptomatic behaviors can emerge, and you may have difficulty terminating your Therapeutic involvement. During Psychotherapy, major life decisions are sometimes made, including separation within families, development of other relationships, changing employment, and modifying of lifestyle. Most of these risks are to be expected when people are making important changes in their lives that call into question beliefs and values.

Psychotherapy scientifically demonstrated its ability to benefit people in hundreds of well-designed research studies. Modalities such as EMDR and Somatic-Based Therapies also have evidenced benefits that last much longer than in traditional Psychodynamic Psychotherapy (i.e "Talk Therapy"). People often begin to feel calm, empowered, and connected. Self-Insight is deepened and often

Self-Compassion and Self-Acceptance is achieved. Depressed people find their mood lifting. Many clients find their emotions regulating- no longer feeling like their emotions control them. Relationships and coping skills improve. You may derive greater satisfaction from social and family relationships. You may stop blaming yourself for past events that you had no control over or fault in. You may develop increased self-insight. You may find you can set boundaries and assert yourself. Personal goals and values become clear and obvious. You may begin to feel inspired and motivated or experience increased focus/concentration or even inspiration and creativity. Others experience improved physical health and an absence or decrease in chronic pain and/or other bothersome physical issues. Yet, even with your best efforts, there is always a risk that Psychotherapy may not work out well for you.

If You Need to Contact Me

I cannot promise that I will be available at all times. My office hours are Monday through Friday 1pm to 7pm

Please be aware that I never take phone calls when I am with my clients. During these times, please leave a message on my voicemail or via text (often this is best). I will return your call as soon as possible. I return phone calls / texts daily, unless unavailable, or on Saturdays, Sundays and holidays. I will almost always return phone calls by the next business day. I do periodically check voicemails, texts, and e-mails outside of business days and office hours, and if I am able, I will gladly get back to you. I work hard on being as accessible as possible to my clients. *If you email me, text me to just let me know, as I do not check my email daily.

When on vacation, or out of the office for extended periods of time for other reasons, I will provide you the contact information of another therapist who you will be able to call, and/or meet with, during my absence. I will also leave their information on my voicemail. For extended absences (3-4 weeks), I will give you substantial notification prior to the absence, unless unable for some unforeseen issue.

If I need to have long telephone conferences with other professionals as part of your treatment, you will be billed at my standard hourly rate for these services. (Please note: Insurance companies do not pay for meetings and conferences in which you, the patient, is not present).

Please note, that Teletherapy Sessions, whether with phone or video, is not to be used for emergencies/ crises.

If You Need to Contact me During a Crisis

*Please note that my practice is not designed to provide ongoing crisis management for issues such as psychosis, ongoing violence, or active suicidality. Please discuss these issues with me if at any time you believe you need a higher level of care for these types of issues and I will assist you in locating an appropriate referral. ALWAYS call 911 and/or report to the nearest emergency room for immediate care during a psychiatric emergency.

If in Buncombe County, NC you can call the "Mobile Crisis" Line for free and competent help if you, or a loved one, is having a mental health crisis. You can reach them 24/7 at 1-888-573-1006. If they do not answer leave a clear voicemail with your phone number, they will call you back within a few minutes. (If you cannot wait that long please call 911 or get to your nearest emergency room.) Mobile Crisis has well-trained Crisis Counselors who can talk to you on the phone, and/or come out to meet you wherever you are. Their mission is to attempt to divert you from having to go to the hospital during a mental health crisis. They can, however, assist you in getting admitted to, and even getting you physically to, a hospital or Crisis Stabilization Unit (CSU). Please save their number in your phone. *If you live elsewhere, please find your local Mobile Crisis Line- most places have such services. Please shere their information with me once you get their contact information. Save that information in your phone.

Statement of Principles and Complaint Procedures

I can never have a sexual or romantic relationship with any patient during or following a course of Counseling. I cannot have a business relationship with clients, other than transactions restricted to the counseling relationship.

In accordance with the NASW Code of Ethics, I can only be your Therapist. I cannot have any other role in your life. I cannot now, or ever, be a friend or socialize with patients, including all forms of social networking. I cannot be a Therapist to someone who is already a friend.

If we meet on the street or socially, we will minimize our conversation, and ethically I cannot acknowledge you first. You can, if you would like to, say "hello" to me, however. This is up to you.

We will not celebrate holidays or give you gifts as a Therapist. We may not notice or recall your birthday and may not receive any of your gifts. All gifts having a value of more than \$50.00 must be immediately returned.

Problems can arise in our relationship, just as in any other relationship. If you are dissatisfied with any aspect of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns are not worked out.

I will make every effort to hear any complaints you have and seek meaningful solutions to them. If you feel I, or another Therapist, has treated you unfairly or broken a rule, please tell me.

I fully abide by the ethical principles of the North Carolina statutes as well as the National Association of Social Workers (NASW). If you wish to file a complaint against a North Carolina Licensed Clinical Social worker, you may do so by placing that complaint in writing and sending it to the North Carolina Social Work Certification and Licensure Board at NCSWCLB, P.O. Box 1043, Asheboro, NC 27204.

Our Signed Agreement

I read, or had read to me, the issues and points outlined in this document. I discussed those points I did not understand, and had my questions, if any, fully answered. I agree to act according to the points covered in this document. I hereby agree to enter into Clinical Counseling with this Therapist, to cooperate fully, and to the best of my ability, as indicated by my signature here, and/or by an "e-signature."
Date:
Signature of Patient
I have met with patient (and/or his or her guardian) for a suitable period and informed him or her of the issues and points raised in this document. I have responded to all questions and believe this person fully understands the issues, finding no reason to believe this person is not fully competent to give informed consent to treatment.
I agree to enter into Therapy/ Clinical Counseling with patient, as shown by my signature here.
Date:
Signature of Therapist