

## **Disclosure And Informed Consent**

**Education & Licensure:** I hold a BA in Journalism and Mass Communications from the University of South Carolina. I hold a MS in Marriage Family and Child Therapy from the University of Phoenix. I am an Independent Love & Logic Facilitator. Completed 15 hours of Dialectical Behavior Therapy (DBT), 20 hours of Domestic Violence Symposium, Science of Mind & Spirit I, II & III, 15 hours of The Yoga of 12 Step Recovery, and Reiki Degree One. I have over 500 hours of yoga trainings (CYT), 30 hours of Radiant Child Yoga (RYT). It is important for you to know that the Colorado Department of Regulatory Agencies, 1560 Broadway, Suite 1350, Denver, Colorado 80202 oversees my professional behavior. They can be reached at 303-894-7800. My Marriage, Family, and Child Therapy license number from the state of Colorado is (LMFT #0001892).

**Method of Treatment:** It is my desire to provide the highest quality clinical counseling in a safe, comfortable, respectful environment. I take a positive approach in therapy, believing that people are resilient and have tremendous resources to address life's situations. My role to assist you in understanding the dynamics of your situation, relationship(s), or issues, and to help you utilize your particular strengths to resolve the issues. I may use a blend of therapies. I may use CBT, DBT, ACT, Gestalt, Somatic, Person Centered therapy, and or any therapies through yoga or body, mind, & spirit modalities for treatment.

**Goals, Risks, and Benefits:** Although benefits are expected, and often seen, from counseling specific outcomes are not guaranteed. The goal of counseling is to confront issues and emotions together and to work through them over time, resulting in resolution of those issues. However, there is always a risk of emotional side effects from counseling as it often brings up painful emotions and sometimes symptoms worsen before they get better. I encourage you to ask questions regarding the goals, risks, benefits, or outcomes, of counseling. At all times you maintain control of yourself and can make decisions regarding your care. You have the right to seek a second opinion or to terminate counseling at any time.

**Referrals:** Should I/we decide that a referral for another therapist or helping professional is needed, names, and numbers will be provided. A verbal exploration of alternatives to therapy will also be made available upon request. You, the client, are responsible for contacting and evaluating those referrals and/or alternatives.

### **Nature of Relationship:**

Part of my role as a therapist is to help and protect you, the client, from harm or abuse during our sessions. Therefore, it is important for you to know that the relationship between myself, the therapist, and you the client, will remain professional. In a professional relationship sexual intimacy is never appropriate, and is an abuse of your vulnerability as a client. You, the client, should report all incidents of sexual intimacy with a therapist to the Department of Regulatory Agencies, Division of Registrations, Mental Health Section. In addition, if I should see you outside of my counseling office, I will not initiate conversation to protect the confidentiality and privacy of our communication. Should you desire to initiate conversations or contact I am happy to reciprocate.

**Length of Treatment:** Length of treatment will vary and will be determined by you, the client, and myself, the therapist, together. Each individual and relationship has unique strengths and weaknesses, and each problem is different from the next. The goal is that

each client will terminate therapy in a timely manner, eliminating unnecessary use of time and financial resources.

**Right to Privacy:** All communication between you, the client, and myself, the therapist, becomes part of your clinical record and is legally confidential. I will keep all information you share with me private according to the laws and ethics of the State of Colorado Mental Health Statute and the Health Information Portability and Accountability Act. However, Colorado law does specify some exceptions to this rule. The major exceptions include, but are not limited to:

I, the therapist, determine that you, the client are a danger to yourself or someone else

You, the client, disclose abuse, harm, neglect, or exploitations of a child, elderly, or disabled person

You, the client, authorize the counselor to release records

I, the therapist, am required by the court to disclose information for criminal or delinquency proceedings or by law for other reasons.

In the case of marriage and family therapy, there is limited confidentiality, meaning the confidentiality belongs to the relationship and not the individual. In family and group work, confidentiality cannot be guaranteed and limits will be discussed with you, the client.

**Supervision and Consultation:** I receive supervision individually. Therefore, I will be discussing my clients within my individual supervisor. My supervisor is under the same legal and ethical requirements that I am and your confidentiality will be protected according to the laws and statutes of the Mental Health Code of Colorado. If you have any questions regarding this practice you have the right to inquire at any time. My individual supervisor is Laura Goldstein, MS, LCSW (303) 250-3198.

**Emergencies:** You can contact me, the therapist at any time at 970-614-8803. If you are unable to reach me in an emergency situation or I cannot be reached in a timely manner, you should call 911, go to the nearest Emergency Room, or call the local Police Department. It is your responsibility to seek the appropriate resources in emergency situations.

**Fees:** Therapy sessions will be 50 minutes long of \$150 per session. Or purchasing a pre-paid 4 pack \$550 (\$137.50 per session) Fees may be paid by cash, check, or credit card, Venmo, or HSA card. Pre-paid 4 packs expire one year from first session completed, and are transferable. Insurance may reimburse all or part of therapy fees. I do not file insurance claims; however, documentation is provided should you choose to file with your insurance company. If copies of receipts are needed, a one-week time period is necessary for me to deliver those to you. In circumstances of unusual financial hardship, I negotiate a fee adjustment. I use a "Sliding Fee-Scale". Fees are due at the time of each session. I have the right to terminate if 3 or more sessions go with no payment.

**Cancellations:** In the event that you are unable to keep an appointment, notification is expected at least 24 hours in advance. Exceptions are made for emergencies only. You will not be charged for any appointments cancelled at least 24 hours in advance.

Appointments not cancelled 24 hours in advance the client is responsible for the entire fee of the session

By your signature below, you indicate that you have read and understood the information contained in this document, and any questions about this statement were answered to your satisfaction. You are also testifying that you are willingly entering into a therapeutic relationship with Blair Vaughn. I, Blair Vaughn, testify to the accuracy of the statements in this document and acknowledge my commitment to conform to their specifications.

My signature also indicates that I have received a copy of the HIPAA Notice form.

Client or Guardian  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Therapist Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Ashley Blair Vaughn, MS, LMFT, CYT (970) 614-8803

LMFT (0001892) STATE OF COLORADO

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**COLORADO NOTICE FORM OF HIPAA LEGISLATION**

Notice of Psychotherapist Policies and Practices to Protect the Privacy of Your Health Information THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. I. Uses and Disclosures for Treatment, Payment, and Health Care Operations Your counselor may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions: • • “PHI” refers to information in your health record that could identify you. “Treatment, Payment, and Health Care Operations” – Treatment is when your counselor provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when your counselor consults with another health care provider, such as your family physician or another psychotherapist. – Payment is when you obtain reimbursement for your healthcare. Examples are if your counselor discloses your PHI to your health insurer for reimbursement for health care. – Health Care Operations are activities that relate to the performance and operation of your counselor’s practice. Examples of health care operations are quality assessment and improvement activities, business related matters such as audits, administrative services, case management, and care coordination. • “Use” applies only to activities within your counselor’s [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. • “Disclosure” applies to activities outside of your counselor’s [office, clinic, practice group, etc.] such as releasing, transferring, or providing access to information about you to other parties. II. Uses and Disclosures Requiring Authorization Your counselor may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate 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 or health care operations, your counselor will obtain an authorization from you before releasing this information. Your counselor will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes your counselor has made about your conversation during a private, group, joint, or family counseling session, which your counselor has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your counselor has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy. III. Uses and Disclosures with Neither Consent nor Authorization Your counselor may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – If your counselor has reasonable cause to know or suspect that a child has been subjected to abuse or neglect, your counselor must immediately report this to the appropriate authorities. Adult and Domestic Abuse – If your counselor has reasonable cause to believe that an at-risk adult has been mistreated, self-neglected, or financially exploited and is at imminent risk of mistreatment, self-neglect, or financial exploitation, then your counselor must report this belief to the appropriate authorities.
- IV. Patient’s Rights and Psychotherapist Duties Patient’s Rights: • Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information regarding you. However, your counselor is not required to agree to a restriction you request.
- • Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing your counselor. On your request, your counselor will send your bills to another address.)
- • • Health Oversight Activities – If the Grievance Board for Unlicensed Psychotherapists or an authorized professional review committee is reviewing my services, your counselor may disclose PHI to that board or committee. Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and your counselor will not release information without your written authorization or a court order. The privileged does not apply when you are being evaluated or a third party or where the evaluation is court ordered. You will be informed in advance if this is the case. Serious Threat to Health or Safety – If you communicate to your counselor a serious threat of imminent physical violence against a specific person or persons, your counselor has a duty to notify any person or persons specifically threatened, as well as a duty to notify an appropriate law enforcement agency or by taking other appropriate action. If your counselor believes that you are at imminent risk of inflicting serious harm on yourself, your counselor may disclose information necessary to protect you. In either case, your counselor may disclose information in order to initiate hospitalization. Worker’s Compensation – your counselor may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker’s compensation or other similar programs, established by law, that provided benefits for work-related injuries Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in your counselor’s mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your counselor may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your

request, your counselor will discuss with you the details of the request and denial process.

- • Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your counselor may deny your request. On your request, your counselor will discuss with you the details of the amendment process. V. Questions and Complaints If you have questions about this notice, disagree with a decision your counselor makes about access to your records, or have other concerns about your privacy rights, you are encouraged to discuss this with your counselor prior to your first session. If you believe that your privacy rights have been violated and wish to file a complaint with Ashley Blair Vaughn, MS, LMFT, CYT, you may send your written complaint to: Ashley Blair Vaughn, MS, LMFT, CYT 9067 East 50th Avenue, Denver, CO 80238.
- You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint. VI. Effective Date, Restrictions, and Changes to Privacy Policy This notice will go into effect on the date you sign this notice. Ashley Blair Vaughn, MS, LMFT, CYT reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that your counselor maintains. Ashley Blair Vaughn, MS, LMFT, CYT will provide you with a revised notice by mail within ten business days prior to changes.
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- **VII. Client Signature:** \_\_\_\_\_
- I have read the above terms and understand them as stated. I have been informed of my therapist's policies and practices to protect the privacy of my health information.
- Client Name (Printed) Signature & Date
- \_\_\_\_\_
- Therapist Name (Printed) Signature Date
- \_\_\_\_\_
- Ashley Blair Vaughn, MS, CYT, LMFT (#0001892) 9067 East 50th Avenue, Denver, CO 80238 (970) 614-8803, [www.blairvaughn.com](http://www.blairvaughn.com)
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. On your request, your counselor will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically. Psychotherapists' Duties: Your counselor is required by law to maintain the privacy of PHI and to provide you with a notice of his or her legal duties and privacy practices with respect to PHI. Your counselor reserves the right to change the privacy policies and practices described in this notice. Unless your counselor notifies you of such changes, however, your counselor is required to abide by the terms currently in effect. If Ashley Blair Vaughn revises her policies and procedures, she will notify you by mail, email, phone, or in person.