Betsy Zmuda-Swanson, MSW, SEP

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Office Policy Statement, Informed Consent, and Disclosure Agreement

Welcome to my office. This is a legal and business document. The tone of this Statement is very different then how we will most often communicate in therapy. I want you to have this basic information, so please bear with me. Thank you.

My legal name is Elizabeth Zmuda-Swanson. I prefer to be called Betsy. My MSW, or Masters in Social Work is from the University of Iowa. I am licensed in the state of Illinois as an LCSW; Licensed Clinical Social Worker, and in Iowa as an LISW: Licensed Independent Social Worker. In 2007 I sought certified training through the Somatic Experiencing Training Institute. The SEP after my name stands for Somatic Experiencing Practitioner. I am a member of NASW; National Association of Social Workers and practice the NASW Code of Ethics. My tax i.d. Number is 46-0505405. I am trained in many talk therapies, which are cognitive based. My preference, based on deeper and longer lasting results in my clients, is to use Body or Somatic Psychotherapy. I am trained in Somatic Experiencing, Bodynamics, TEB or Training the Experienced Brain, and in Hypo Response. We will include your body in our sessions, in addition to your mind. We may also include touch and will talk about that beforehand. I have also trained with Mary Main and Erik Hesse in attachment through a two week intensive training called the Adult Attachment Interview. You can find out more about my training by visiting:
https://socialwork.sdsu.edu/student-resources/references/nasw-code-of-ethics/
www.TraumaHealing.org
www.Bodynamicusa.com
www.austinattach.com Transforming the Experienced-Based Brain
https://attachmentdisorderhealing.com/
https://www.relationalimplicit.com
https://www.moaiku.com

Confidentiality
All information disclosed within sessions. and documented in the written record are confidential and may not be revealed to anyone without your written permission, except where disclosure by law is required.

When Disclosure is Required by Law
Some of the circumstances where disclosure is required by law are:

- When there is a reasonable suspicion of child, dependent, or elder abuse or neglect.
- When a client presents a danger to self, others, or property.
- When a client is gravely disabled.
- When a clients' family member discloses and presents evidence to Betsy that the client presents a danger to self or others.
- Rare other situations; for national security purposes, workman's compensation, etc.

When Disclosure May Be Required
Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and subpoena me to testify. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Simply put, when someone is a part of a session, they hear what is being said.

In all instances when records are requested, I will use my clinical judgment when revealing such information. I will do my best to not release records to any outside party unless I am authorized to do so by family members who were part of the treatment.

Emergencies
If there is an emergency during our work together, or in the future after we have ceased working together, in which I become concerned for your personal safety, involving others', or a need for proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure you receive the proper medical care. Under these circumstances, I may contact the person you have provided as your emergency contact. If you have an emergency and I am not available, please call 911, or Robert Young Mental Health Center 24 hour emergency line at 309-793-2031 or Vera French Mental health Center at 563-383-1900.

Health Insurance and Confidentiality of Records
Disclosure of confidential information may be required by your health insurer or carrier in order to process the claims. I will communicate only the minimum necessary information. I have no control over the insurance companies or what they do with information. Please be aware that by submitting a mental health invoice for insurance reimbursement certain amounts of risk may arise which may include ruptures of confidentiality and privacy or future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank. Computers are inherently vulnerable to unauthorized access. Medical data has been reported to be legally accessed by law enforcement. If your insurer questions a claim and requires more information from me, I make every effort to go over this with you. However, it may happen that due to my limited information sharing they will refuse to pay for your service. You are responsible for the services I provide, whether they pay or they don't. Admittedly, this is uncommon, however, it happens.

Litigation Limitation
Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure which may be of a confidential nature, it is agreed that should there be legal proceedings, such as divorce, custody disputes, injuries, lawsuits, etc., neither you nor your attorney, nor anyone acting in your behalf will call on me, E. Zmuda-Swanson to testify in court or at any other proceeding. Nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. In the event that courts or legal issues arise in the course of treatment, a $350.00 fee in the form of a cashier's check will be collected for preparation of medical records or other pertinent documentation. This fee is to be paid one week prior to the service rendered. If I am required to go to court or to complete a deposition, the minimum required fee will be $350.00 per

hour for eight hours. This payment must be received prior to providing my appearance, in the form of a cashier's check.

Consultation
I regularly consult with other professionals regarding my clients. I keep your identity anonymous and maintain full confidentiality.

Emails, Texts, Computers, and Faxes
Please be aware communications over computers, emails, and cell phones can be accessed by unauthorized people and can compromise your confidentially and privacy. The app, Signal is encrypted and may provide more secure text communication. If you decide to be in communication with me via text, please use Signal, and please let me know you will be doing this. My email is not encrypted. If you send me emails, I cannot guarantee confidentiality. I do not send faxes. My computer is equipped with a firewall, virus protection and password access. Please let me know if you decide to limit any communication devices. Please know, I do not always check my email.

Records and Your Right to Review Them
My profession and the law require I keep records for seven years. If a client was younger than 18 years of age when last treated, I attempt to keep medical records until the client reaches age 21. Seven years from the date of our last session, I shred the record. If you have a concern regarding this. Please tell me. As a client you have the right, which may be restricted only in exceptional circumstances, to inspect your PHI (Personal Health Information). Your PHI may be used to make decisions about your care. Your right to inspect your PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. I will charge you, if this is post therapy, a reasonable fee for my time.

Telephone and Emergency Procedures
If you need to contact me between sessions, please use 309-786-3006 and leave a confidential message. I check these messages during my normal business hours, Monday - Thursday, 9 a.m. to 6 p.m. You can also text me via Signal at 309-786-3006. My personal second cell phone number is 309-235-3040. If an emergency arises, indicate it clearly in your message. If I am unavailable and you need to speak to someone right away, you can call the Robert Young Community Mental Health emergency line at 309-779-2031 or Genesis West Medical Center in Davenport at 563-421-1000. Both of those numbers have 24-hour availability.

Payments and Insurance Reimbursements
If you are using insurance, it is your responsibility to check with your carrier prior to services. At our first session please be prepared; know your insurance deductible, copay, session limit if there is one, and if you need an authorization for services, and be prepared to pay your copay. Please inform me if your insurance gave you an authorization. Any time an authorization is required and found out after the session; insurance has been known to opt out of paying. You are responsible for all fees you generate when you meet with me.

Schedule of Charges

Intake	Initial Session and Evaluation	$175.00/hour
Standard Rates	Office Appointments/Report Prep	$156.00/hour
	Group Psychotherapy	$ 70.00/hour

	Missed Appointment (lacking 24-hour notice)	$ 70.00/hour
	Returned Checks	$ 50.00/hour
Late Copay	Copay not paid at time of service	$ 10.00/week
Copy of Records		$ .35/page $ 25.00/hour
Legal and Court	Court Appearance/Deposition	$350.00/hour 8 hours minimum

I accept cash, checks, credit or debit cards, and insurance payments. Please note there is a $10 Late fee attached to fees not collected prior to clients' next scheduled session. This includes copays not paid at the time of service. When paying a copay, *it is always best to pay it at the beginning of the session.* Credit cards and debit cards give the processor a fee. If you want me to receive all your payment, please write a personal check or use cash.

Mediation and Arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Zmuda-Swanson and client(s). The cost of mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Rock Island County, Illinois in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event your account is overdue (unpaid) and there is no agreement on a payment plan, Zmuda-Swanson can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation and Scope of Practice

Participation in therapy can result in many changes in your personal and interpersonal relationships and way of being. While focusing on your initial concerns many other issues may arise. Your healing is my primary motive. Your part necessitates honesty, and openness about your thoughts, feelings, behaviors, sensations. Your active role is the key to our successful partnership. This requires effort on your part. I always welcome your feedback. Our personal relationship matters and may be the territory in which you heal other intimate relationships.

During evaluation or therapy sessions, remembering or talking about unpleasant events may bring up very strong feelings or thoughts and can cause you considerable discomfort. Avoiding, unpleasantries often locks one in and forbids change. At times I may challenge your thoughts, or behaviors. Sometimes, attempting to resolve the very issues that brought you into therapy may result in unintended changes. Psychotherapy can result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. It may be changes that are positive for one family member are viewed negatively by other family members. Change can be easy and swift, though more often it may seem slow and frustrating. I may employ many different

psychotherapy approaches to help you achieve your therapy goals. Medication is outside of my scope of practice.

Treatment Plan
Your treatment plan will be developed and added to as we meet. Please bring up any and all concerns about out plan. I welcome your questions and comments. This is a partnership. You are employing my considerable skills and experience with your material to bring about a desired outcome. Please be open with me and share your experience.

Touch in Therapy
I incorporate non-sexual touch as part of psychotherapy. Sexual touch of clients by therapist is unethical and illegal. I will ask your permission before using touch and you have the right to decline or refuse to be touched without any fear or concern of reprisal. Touch can be very beneficial but can also unexpectedly evoke emotions, thoughts, physical reactions or memories that may be upsetting, depressing, evoke anger, and other strong emotions. Sharing and processing such feelings with the therapist, if they arise, may be a very helpful part of therapy. You may request not to be touched at any time during therapy without needing to explain it. I will accept your decision and honor you. When I employ touch, I will ask your permission. I will explain why I am touching, the rationale behind that particular touch, and welcome your comments.

Dual Relationships
Dual, or multiple relationships sometimes happen within communities. They may or may not be unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity or clinical judgment. If we end up with a casual connection within our community that either of us becomes aware of let's talk about it.

It's uncommon to meet another person in my waiting area. However, this may happen and if you are uncomfortable please bring it to my attention. Let's look at the benefits and potential negative impact for you and create a workable plan. It is your responsibility to communicate to me if our relationship, or that involving someone else becomes uncomfortable for you in any way. I will listen carefully and respond accordingly to your feedback and concerns and will discontinue the dual relationship if it interferes with the effectiveness of the therapy or your welfare.

Minor Informed Consent
If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. If this happens with your parents, or guardians I will ask them to put their request in writing. I will provide them only with general information about our work together, subject to your approval, if I feel it is important for them to know in order to make sure that you and people around you are safe. If I think it is appropriate, I will involve them. Especially, if I feel that there is a high risk that you will seriously harm yourself or another. Before giving them any verbal or written information, I will discuss the matter with you, barring you are not unreachable. I will do the best I can to resolve any differences that you and I may have about what I want to reveal. By signing this form, you are consenting that you have been notified that all material discussed during the psychotherapy session is confidential and can be released only with the permission of the holder of the privilege, the speaker. In case of a minor, special sensitivity may be required in releasing information about certain topics such as drugs, alcohol, and sex. With this consent you are also

accepting Betsy's judgment in regard to releasing or sharing information obtained during the course of psychotherapy.

Cancellation
Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or canceling an appointment. The fee of $70. is charged for missed sessions lacking a 24-hour notice. Insurance companies do not pay this fee.

Termination of Treatment
You have the right to stop and terminate therapy at any point. Sometimes, when clients are uncomfortable they may want to back out and stop therapy. It can be very difficult to see how far you have come. Please bring this topic up to discuss if you find yourself leaning in this direction. If you believe, after three or more sessions, I am not the therapist for you, please let me know. I can give you names and information on other therapists and help you through the process of securing a better fit.

Health Information Privacy Practices
I acknowledge that I have been provided with Elizabeth (Betsy) Zmuda-Swanson, LCSW, "Notice of Heath Information Privacy" (HIPAA) prior to any services being rendered. I consent to the use and disclosure of my medical information as set forth therein. This document can also be read from the red folder in the waiting area.

I acknowledge that I have read the above Office Policy Statement, Informed Consent, Agreement, HIPAA, and General information carefully. I understand and agree to comply with them;

Clients Name (printed) _____

Clients Date of Birth _____

Printed Name of Guardian (if minor) _____

Client or Guardian Signiture _____

Relationship to Client _____ **Date** _____