KUMMERLE PSYCHOTHERAPY, L.L.C. Dirk Kummerle, M.Ed., MA., LMHC (Fl License #: MH 14736), CAP, C.C.D.T. Page 1 of 4

DISCLOSURE STATEMENT AND CONTRACT

Confidentiality:

The information disclosed by you is generally confidential and will not be released to any third party without written authorization from you, except where required or permitted by law. Exceptions to confidentiality include, but are not limited to, situations where you pose a threat of serious harm to yourself or someone else; cases involving suspected child, elder or dependent adult abuse; cases in which I am court-ordered to testify or produce records; or as outlined in the "Notice of Privacy Practices" (copies available upon request).

If you participate in marital or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. However, it is important that you know that I utilize a "no secrets" policy when conducting family or marital/couples therapy. This means that I do not keep secret information gathered in individual conversations (whether on the phone or in an individual session) if the information revealed in some way violates the integrity of the couples/family therapy (such as revealing an affair, substance problem, or intent to leave the relationship). Such information will need to be revealed to the other partner for therapy to effectively continue. Please feel free to ask me about my "no secrets" policy and how it may apply to you.

Psychotherapist-Patient Privilege. The information disclosed by you, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by you or your representative. You should be aware that you might be waiving the psychotherapist-patient privilege regarding your entire treatment if you make your mental or emotional state an issue in a legal proceeding. You should address any concerns you might have regarding the psychotherapist-patient privilege with your attorney.

Location of Services:

My office is in my home. By signing the contract of treatment, you agree to accept the conditions of coming to a private residence for services. This includes understanding that you may come into contact with pets and other residents of the home and you understand the limits of confidentiality and risks associated with these conditions.

INITIAL:

Kummerle Psychotherapy, L.L.C. 5555 SE Highway 42 |Summerfield, FL, 34491 | email: <u>dirk@kummerlepsychotherapy.com</u> | Tel: (617) 304-6955 Fax: (352) 835-5451 www.kummerle.com

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Course of Treatment:

A client's goals and desires determine course of treatment. For treatment to be helpful, it is paramount that you, the client, are highly motivated. Therapy requires the utilizations of the insight gained from therapy, and applied to everyday life. If either party determines that there isn't a fit between therapist & client, I would be happy to help in finding a new provider.

Equine & Property Liability:

If you are engaging with the horses on the property in any point of your treatment, you are doing so at your own risk. You are participating in horse related activities at your own risk, and therefore, liable for any injuries that may occur in the process. This includes injuries around the horses, inside & outside the paddocks, or any other mental, physical, or spiritual injuries on the property.

Areas of Competence:

I am a licensed psychotherapy (LMHC (MH 14736), certified addiction professional (CAP), nationally certified Crisis and Disaster Response Therapist (C.C.D.T.), and certified interventionist. My areas of expertise include trauma, depression, anxiety, substance abuse, crisis intervention, as well as complex mood and personality disorder. In addition to working with individuals, I also work with couples, families, and groups. I utilize a variety of treatment approaches in my practice, which includes experiential, holistic and evidenced based modalities.

Risks and Benefits of Therapy:

Psychotherapy is a process in which we will discuss a myriad of issues, events, experiences, and memories for creating positive change so that you can experience your life more fully. It provides an opportunity to understand oneself better and more deeply, as well as, any problems or difficulties you may be experiencing. Psychotherapy is a joint effort between us. Progress and success may vary depending upon the problems or issues being addressed, as well as many other factors. Participating in therapy may result in many benefits to you, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on your part, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors. There is no guarantee that therapy will yield any or all the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, anxiety, etc. There may be times in which I will challenge your perceptions and assumptions, and offer different perspectives. The issues presented by you may result in unintended outcomes, including changes in personal relationships. Sometimes a decision that is positive for one family member is viewed quite differently by another. You should be aware that any decision on the status of your personal relationships is your sole responsibility. During the therapeutic process, many people find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times,

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but may also be slow and frustrating. You should discuss with me any concerns you have regarding your progress in therapy. Due to the varying nature and severity of problems and the individuality of each patient, I am unable to predict the length of your therapy or to guarantee a specific outcome or result.

Substance Abuse Assessment:

Please be aware that if you were referred by a doctor's office or clinic for the purposes of a psychological assessment, you will not be automatically 'cleared' by them. That is a determination made by your doctor's office, in part based on your assessment.

E-mail and Phone Communication.

Some patients prefer to communicate about appointment times or other administrative issues via e-mail. Although information stored on my computer is encrypted, e-mail transmitted through regular services is not encrypted. This means that a third party may be able to access information in an e-mail and read it, since it is transmitted over the Internet. In addition, once the e-mail is received by you, someone may be able to access your e-mail account and read it. This may include your employer if you use a work-related e-mail address. E-mail should be more similar to a "post-card" than to a sealed letter, and for that reason I discourage sending any clinical or other sensitive information via e-mail. Please use the telephone for anything urgent or time sensitive, as I cannot guarantee that I will see an emergency email. Any emergency phone sessions totaling over, 15 minutes will be charged at a rate of \$75.00 an hour.

Also, please be aware that phone messages are stored on a password-protected server for up to 30 days, similar to a cellphone server. Please ask if you have questions about this.

Please initial the options that meet your needs. You can change this at any time by communicating to me in writing.

__ I do not wish to receive any treatment-related information via e-mail.

<u>I understand the risks of unencrypted e-mail, and do hereby give permission for Dirk Kummerle to contact me or to reply to me via unencrypted e-mail. Please provide preferred e-mail address</u>

Fee Schedule:

The cost per session is based on a \$100-\$150 per hour (50 minutes per hour) sliding scale, and agreed upon at your initial appointment – unless I am able to accept your insurance. If I am unable to accept your insurance, I will gladly provide a 'superbill', which you can submit to your provider for reimbursement. Payment of services is due at the time of the service. I request a 24 notice of cancelation whenever possible. **IN case of non-emergency late cancelations or no-shows, you will be charged your session normal fee.**

Your agreed upon fee is_____

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Acknowledgement

By signing below, Patient(s) acknowledge that Patient(s) have reviewed and fully understand the terms and conditions of this Agreement. Patient(s) have discussed such terms and conditions with the therapist, and have had any questions with regard to its terms and conditions answered to Patient(s)' satisfaction. Patient(s) agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with the Therapist. Moreover, Patient(s) agree to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

| Patient Name (please print) | Signature of Patient (or authorized representative) | Date |
|-----------------------------|---|------|
| Client Address | | |
| Street: | | |
| City/Town: | - | |
| Phone Number: | _ | |