

# Policies, HIPPA Privacy & Consent Form (rev. 3/23)



**Gary G. Kindley**  
D.Min., LPC, Pastoral Psychotherapist

**Therapist:** **Gary G. Kindley**  
D.Min., LPC, Pastoral Psychotherapist,  
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## Professional Disclosure & Policies

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### Professional Disclosure

Meet Your Therapist: Gary G. Kindley, D.Min., LPC, CSAT, CMAT – Pastoral Psychotherapist

- IITAP Certified Sex Addiction Therapist and Certified Multiple Addiction Therapist
- Credentialed Member of the International Institute of Trauma and Addiction Professionals (IITAP)
- Professional Member of the Society for the Advancement of Sexual Health (SASH)
- Advanced Training in Problematic Sexual Behavior (ATPSB-Level 2) through SASH
- Advanced Training in EMDR, a therapeutic tool for trauma and addictions.
- A Clinically trained Pastoral Psychotherapist who can integrate psychotherapy and spirituality when appropriate and desired, welcoming people of all faiths or no spiritual beliefs.

My clinical approach primarily addresses cognitive/emotional processing and trauma through the tools of Attachment and Family Systems, Internal Family Systems, Psychodynamic Therapy, Rational Emotive Behavioral Therapy, and/or EMDR. (See detailed biographical information on the website). I have decades of experience working with people from most all races, genders, orientations, cultures and careers.

### Policies

**Appointment Times:** Individual Sessions are scheduled for 45-50 minutes, with extended sessions available. Couple sessions are scheduled for 60 or 90 minutes.

**Payment and Fees:** Clients are asked to provide a credit/debit or HSA/FSA card with information electronically kept on file as a means of payment. Payment is received prior to the start of the session and scheduling is done at the end of the session or online. Cash, checks and Zelle are also acceptable means of payment.

- Fees:**
- **Initial Session (60-75 minutes) - \$275**
  - **Subsequent Sessions (45-50 minutes) - \$175**

NOTE: Never cancel an appointment for financial reasons without discussing this with me first.

Although insurance is not accepted or filed (beyond Flexible Spending/Health Savings debit cards), I can provide you "insurance superbills" for the filing of health insurance/medical reimbursement plans or for tax purposes. Contact your insurance company and inquire what benefits your health plan offers for an out-of-network mental health provider. Counseling is an eligible mental health expense for most FSA/HSA accounts.

**Counseling Sessions:** My therapeutic focus is to help you develop positive and healthy communication and relationship skills, self-image, thoughts and attitudes. Sessions are designed to

help you better understand your feelings, thoughts, behaviors, values and relationships. You can consider how your life's journey and current situation have impacted who you are today. If at any time you wish to discontinue the counseling process, please plan to spend a session assessing your situation, and making a transition from counseling or to another therapist.

**Cancellation and Missed Appointments: Should you need to cancel an appointment, please notify me by phone—NOT Email—at 214-499-8181 at least 48 hours in advance to avoid a \$50**

**late/cancellation fee.** If you (1) cancel more than once without giving at least 48 hours' notice, or (2) if you fail to keep a scheduled appointment, **the regular session rate for the cancelled or missed session will be assessed to the credit card account you have provided.** New Clients who fail to keep their initial appointment or notify of cancellation 48 hours in advance must pre-pay any future initial appointment.

Initial \_\_\_\_\_

**Late Appointments Policy:** Should I ever arrive late, I will still work with you for the full period of time originally scheduled. If you arrive late for an appointment, the session will still conclude by the normally scheduled time, and you will be charged the full regular fee.

**When You Don't Feel Like Coming:** Some of the most productive work occurs when you feel that there are no issues to address and that anxiety, depression, or other concerns have diminished. Stay on course, "keep the ball rolling," complete any homework given, and be consistent to keep your sessions. You are worth it! Treat this as a valued appointment as you would make time for whomever or whatever is vitally important to you.

**Risks of Therapy:** Therapy is the Greek word for change. You may learn things about yourself that you don't like. Often growth cannot occur until you experience and confront issues that induce feelings of sadness, sorrow, anxiety, or pain. The success of our work together depends on the quality of efforts on both our parts and the realization that you are responsible for lifestyle choices/changes that may result from therapy. One risk of marriage or relationship therapy is the dissolution of that relationship.

**Emergency Sessions/Calls:** Calls are monitored closely and returned as promptly as possible. If you need to reach your therapist between sessions, call 214-499-8181. An emergency session will be scheduled if possible. Counseling by telephone or email is discouraged as it is not the most effective means of communication. When it is necessary to hold a counseling conversation by phone, an hourly fee of \$175 will be assessed for such calls and pro-rated by the quarter hour with a minimum charge of 15 minutes. **If you are unable to reach Dr. Kindley and have an emotional or physical emergency, contact your physician, go to an Emergency Room, or call 911 or 988.**

**See Your Physician:** I am not a medical doctor and regular medical exams are essential to determine if there is an organic cause related to issues of concern.

**Deposits and Returned Check Policy:** Returned checks are subject to a \$25 fee in addition to any bank fees incurred by me. Financial integrity is a part of holistic living. Returned checks are treated as fraud.

**Confidentiality, Duty to Warn, Consultation and Supervision:** Your confidentiality is of vital importance to me. Information shared in the context of a counseling session is held strictly confidential. There are legal exceptions to this that are outlined in the HIPPA Privacy Policies below. The most common exceptions include:

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1. The adult client or minor client's agent authorizes a release of information with a signature.
2. The client's mental condition or relationship with Dr. Kindley becomes an issue in a complaint, legal dispute, fee dispute, law enforcement investigation, court order, or negligence suit.
3. The client presents as a danger to self or as a danger to others.
4. Child or elder abuse and/or neglect is suspected.

State and federal law requires reporting harm to self or others as well as child/elder abuse or neglect. In the event that the counselor believes that you (client and/or parent/guardian of minor client) are in danger, physically or emotionally, to yourself or others, by signing this document you acknowledge and consent for the counselor to warn the person in danger and to contact any person who may be in a position to prevent harm to yourself or others including but not limited to your emergency contact, medical or law enforcement authorities. In accordance with the professional ethical practice of Consultation and Coordination of Care, consult routinely a licensed supervisor or other therapeutic professional as appropriate. By signing this document, you are granting your therapist consent to confidentially consult about your case.

Initial \_\_\_\_\_

**Confidentiality of Group Therapy:** If group therapy is utilized, details of group discussion are not to be discussed by you outside of the group sessions. All matters, both written and spoken, from any and all sessions—group or individual—are to be held confidential unless written permission is given for release of any information to a specified person or persons.

**Complaints and Grievances:** Dr. Gary Kindley is a Licensed Professional Counselor in accordance with the licensing laws for counselors in the State of Texas. Complaints or grievances should be directly addressed with him. Unresolved complaints regarding a violation of ethics or professional conduct should be filed with the Texas Behavioral Health Executive Council, Attn: Enforcement Division, 1801 Congress Ave., Ste. 7.300, Austin, Texas 78701.

## HIPPA Notice of Privacy Practices

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THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment, and healthcare operations, and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present, or future physical or mental health or condition and related health care services.

### I. Uses and Disclosures of Protected Health Information

Your protected health information may be used and disclosed by your therapist, CCIA staff, and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of this practice, and any other use required by law.

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a physician or other clinician to whom you have been referred to ensure that the physician/clinician has the necessary information to diagnose or treat you.

**Payment:** Your protected health information will be used as needed to obtain payment for your health care services. For example, obtaining authorization for treatment may require that your relevant protected health information be disclosed to your health plan.

**Healthcare Operations:** We may use or disclosed, as needed, your protected health information in order to support the business activities of this practice. These activities include but are not limited to quality assessment, employee review, training of Licensed Professional Counselor Interns, and licensing. For example, we may call you by name in the waiting room when your provider is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointments. We may use or disclose your protected health information in the following situations without your authorization. These situations include: as Required by Law; Public Health issues, Communicable Diseases; Health Oversight; Abuse or Neglect; Food and Drug Administration requirements; Legal Proceedings; Law Enforcement; Coroners, Funeral Directors, and Organ Donation; Research; Criminal Activity; Military Activity and National Security; Workers' Compensation; Inmates. Under the law, we must also make disclosures to you, and when required by the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500. Other Permitted and Required Uses and Disclosures will be made only with your authorization or opportunity to object unless required by law. Should an electronic or physical breach of your protected health information occur, you will be notified.

## II. Your Rights

You may revoke this authorization at any time, in writing, except to the extent that your therapist or this practice has taken an action in reliance on the use or disclosure indicated in the authorization. You have the right to inspect and receive a copy of your protected health information. Our practice will accept such requests in writing. Under federal law, however, you may not inspect or receive a copy of the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction on the disclosure of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply. Your therapist is not required to agree to a restriction that you may request. If your therapist believes it is in your best interest to permit use and disclosure of your protected health information, your health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by an alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us.

You have the right to have your therapist amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will post any changes in our offices where you can see and have access to them. You then have the right to object as provided in this notice.

## III. Privacy Complaints

You may file any privacy complaints with Dr. Kindley at 214-499-8181, or with the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. We will not retaliate against you for filing a complaint.

## Acknowledgement of Receipt

I, \_\_\_\_\_, have received and been given the opportunity to ask questions about the information contained in the HIPAA Notice of Privacy Practices.

Initial \_\_\_\_\_

## Prohibition of Recording

I, \_\_\_\_\_, understand that all audio or visual recording of sessions, either in person or via telehealth, is prohibited.

Initial \_\_\_\_\_

## Consent to Treatment & Acknowledgement of Policies & Practices

I, voluntarily, grant Gary G. Kindley, D.Min., LPC consent to provide mental health assessment, care, treatment, and/or services and authorize him to provide such care, treatment, and/or services as are considered necessary and advisable by him.

I understand and agree that I may stop such care, treatment, and/or services at any time.

By signing this I acknowledge that I have received and been given the opportunity to ask questions and seek clarification about the information contained in this document.

I have the right to revoke this consent in writing at any time, but not after information or actions covered by this consent has already been shared or occurred.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If Guardianship/Minor Client/POA then:

Parent/Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Relationship: \_\_\_\_\_