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## **PROFESSIONAL DISCLOSURE STATEMENT AND INFORMED CONSENT FOR THERAPY**

This form provides you, the client, as required by Oregon Law for Licensed Marriage and Family Therapists. Its purpose is to inform you about my experience, approach, education and practice, including your rights as a client.

### **Philosophy and Approach**

My approach to therapy is systemic and strengths-based, with cognitive-behavioral elements. I acknowledge the important influence the systems (families, school, work, etc.) have on our lives. I work to maximize strengths in a process that is collaborative and client-driven in nature. I provide cognitive reframes and behavioral interventions to help you fully experience positive change throughout therapy.

As a Licensed Marriage and Family Therapist with the State of Oregon, I follow the Oregon Licensing Board's Code of Ethics. To maintain my license, I am required to participate in annual continuing education, taking classes dealing with subjects relevant to this profession. I may substitute professional supervision as part of this requirement.

As a client of an Oregon Licensee, you have the following rights:

- To expect that a licensee has met the minimal qualifications of training and experience required by state law;
- To examine public records maintained by the Board and to have the Board confirm credentials of a licensee;
- To obtain a copy of the Code of Ethics
- To report complaints to the Board;
- To be informed of the cost of professional services before receiving the services;
- To be assured of privacy and confidentiality while receiving services as defined by rule and law, including the following exceptions:
  - 1) Reporting suspected child abuse
  - 2) Reporting imminent danger to client or others
  - 3) Reporting information required in court proceedings or by client's insurance company, or other relevant agencies
  - 4) Providing information concerning licensee case consultation or supervision
  - 5) Defending claims brought by client against licensee
- To be free from the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services.

You may contact the Board of Licensed Professional Counselors and Therapists at:  
3218 Pringle Rd SE #250, Salem, OR 97302-6312. Telephone: 503.378.5499  
Email: [ipc.lmft@state.or.us](mailto:ipc.lmft@state.or.us) Website: [www.oregon.gov/OBLPCT](http://www.oregon.gov/OBLPCT)

## **Formal Education and Training**

I hold a Master's Degree in Counseling Psychology/Marriage and Family Therapy from Lewis and Clark College. Major coursework included: assessment, systems theory and other relevant theories, ethics, working with individuals, couples, children families and groups. I also possess two Bachelor's Degrees from Oregon State University, a B.S. in Psychology and a B.S. in Human Development and Family Sciences.

I have worked with clients in a variety of settings including: private practice, community clinics, schools, and in clients' homes. I have specific additional training to work with individuals, couples, and families going through the Collaborative Divorce Process (an out-of-court, client-driven process). I have experience and training as an Individual Coach, Couples' Facilitator and Child Specialist.

## **Confidentiality**

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependant, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to me that the client presents a danger to others. Disclosure may also 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/or testimony by me. In couple or 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 the family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one client.

If there is an emergency during therapy, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving 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 that you receive the proper medical care.

## **Health Insurance and Confidentiality of Records**

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. If you so instruct me, only the minimum necessary information will be communicated to the carrier. I have no control over, or knowledge of, what insurance companies do with the information I submit, or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to 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 the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

## **Litigation Limitation**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of therapy records be requested unless otherwise agreed upon.

## **Consultation**

I consult regularly with other professionals regarding my clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

## **E-mails, Cell Phones, Computers and Faxes**

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that e-mails, faxes and important texts are part of the medical records. Additionally, my emails are not encrypted. My computers are equipped with a firewall, virus protection, and a password and I also back up all confidential information on my computer on a regular basis. Please notify me if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, I will assume you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

## **Records and Your Right to Review Them**

Unless otherwise agreed to be necessary, I retain clinical records for seven years. If you have concerns regarding the treatment records, please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with signed authorizations from all the adults (or all those who can legally authorize such a release) involved in the treatment.

## **Telephone and Emergency Procedures**

If you need to contact me between sessions, you may call my phone at 503-522-4162. Most times you will need to leave a message and your call will be returned as soon as possible. I check my messages a few times during the daytime only, unless I am out of town. If an emergency situation arises, indicated clearly in your message, and if you need to talk to someone right away please call 911 or go to your nearest emergency room. Please do not use email or faxes for emergencies.

## **Payments and Insurance Reimbursement**

Clients are expected to pay the standard fee of \$100 per 50 minute or \$150 per 80 minute session. Payment is due at the end of each session unless other arrangements have been made. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon. Phone calls under 10 minutes and brief scheduling emails are free of charge. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, I will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, *Health Insurance and Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in therapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

## **Mediation and Arbitration**

All disputes arising out of, or in relation to, this agreement to provide therapy 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 myself and the client(s). The cost of such 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 Washington County 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 that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

### **The Process of Therapy and Scope of Practice**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working towards these benefits, however, requires effort on your part. Therapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Therapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what is best for you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, systems/family, developmental (adult, child, family), humanistic or psychoeducational. **I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.**

### **Termination**

After the first couple of meetings, I will assess if I can be a benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals whom you can contact. If at any point during therapy, I assess that I am not effective in helping you reach the therapeutic goals or that you are non-compliant, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the therapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals, and if I have your written consent, I will provide that

professional with essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, I will offer to provide you with the names of other qualified professionals.

### **Dual Relationships**

Despite popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or can be exploitative in nature. I will assess carefully before entering into a non-sexual and non-exploitative dual relationship with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. I will never acknowledge working with anyone without his/her written permission. Many clients have chosen a therapist as their therapist because they knew him/her before entering therapy and/or are personally aware of the therapist's professional work and achievements. Nevertheless, I will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise me if the dual or multiple relationship becomes uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness or your welfare and, of course, you can do the same at any time.

### **Social Networking and Internet Searches**

At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking websites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

### **Cancellations**

I am not able to utilize your scheduled appointment time for others unless I receive sufficient advanced notice from you. Therefore, you will be charged your full session fee for appointments missed or cancelled with less than 24-hours notice. Exceptions may be made for emergencies, illness or inclement weather.

**Signatures Indicating Informed Consent**

I have read the above Professional Disclosure Statement and Informed Consent for Therapy carefully (a total of 7) pages; I understand them and agree to comply with them.

Client's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client's Name (print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Kathleen A. Zumpano, LMFT (Therapist)

Signature \_\_\_\_\_ Date \_\_\_\_\_