

Vicki J. Cathcart, LLC

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Spartanburg, SC 29302
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SC License #7043
Prof Org: AAMFT/SCAMFT

Professional Disclosure Statement

South Carolina State Law and Public Law 104-91 mandate this document for your protection.

CERTIFIED TELETHERAPY PROVIDER

About Your Therapist

Vicki J. Cathcart earned a Master in Marriage and Family Therapy from Converse College School of Graduate Education, Spartanburg, SC., in 2017, and is licensed as a Marriage and Family Therapist by the State of South Carolina. She is a certified Prepare-Enrich Marriage & Pre-marriage Facilitator and received Play Therapy training as part of the Master's program. She has also completed specialized training for Anger Management and Grief Therapy. Models of choice for therapeutic treatment include Emotionally Focused Couples Therapy, Cognitive Behavior Therapy, Narrative Therapy, Solution Focused Therapy, and others. Areas of therapeutic expertise include treatment for depression and anxiety, relationship distress, bi-polar disorder, trauma related challenges, life skills and transitions, behavior challenges, compassion fatigue, and others.

Other credentials include a Master of Divinity degree from Emory University, Candler School of Theology in Atlanta, GA with specialized training in Clinical Pastoral Education. In addition to CPE, Rev. Cathcart has a background in Biblical Studies and serves as a leader in the Christian church. Teaching and spiritual growth and development are focus areas. Ms. Cathcart also holds Educator Certification in New Jersey, South Carolina, and Georgia and has taught elementary and middle school.

The Therapeutic Process

According to South Carolina Code of Laws 40-75-20(13), Marriage and Family Therapy is the assessment and treatment of mental and emotional disorders, whether cognitive, affective, or behavioral, within the context of marriage and family systems. Marriage and family therapy involves the application of psychotherapeutic and family systems theories and techniques in the delivery of services to individuals, couples, and families for treating diagnosed emotional, mental, behavioral, or addictive disorders. Cognitive Behavioral, Solution-focused, Emotional-Focused Couples Therapy, Narrative, Experiential, and Play Therapy for children, are theories and techniques used by this therapist.

Entering therapy is a serious decision and leading up to your first phone call, you probably put lots of thought into whether or not you were ready to take this step. Whether another professional referred you, you were urged to come by family or friends, or you have come because of problems and feelings only known by you, the decision to come was yours. I am glad you called, and want to make your experience in therapy as positive as possible. This portion of your packet will help you better understand what to expect out of this process. **Therapy is a two-way effort. There must be mutual respect, responsibility and consideration between you and your therapist.** The policy below is designed to make your therapy productive and to avoid any misunderstanding regarding the collaborative nature of the therapeutic process.

Benefits and Consequences of Therapy

Therapy naturally involves activities such as identifying emotions and revealing secrets. There may be risks associated with sharing information with family members or family members sharing information with me during the course of therapy, as well as exploring issues that come up. Decisions to share will be made by you except where required by law. **It is expected that some uneasiness or painful emotions may occur as you are involved in therapy.** Discussing painful issues will naturally create discomfort. Your participation in therapy is essential in

helping address your concerns. The systemic approach to therapy takes into consideration all family members. We will decide together which family members (if any) need to be included in the therapy process. We will also set goals at the beginning of therapy. My goal is to make you as comfortable and as safe as possible. Please be aware that there is a higher incidence of divorce if only one partner in a relationship is involved in therapy. It is also important that you understand there is no guarantee that all of your concerns, issues, or problems will be successfully resolved. I cannot guarantee outcomes. The outcomes may vary from your expectations. You may discontinue participation in therapy at any time. Therapy is the type of experience that the more you are willing to invest, the more benefit you will gain.

Ethics

The Code of Ethics of the following organizations are followed:

- The South Carolina Board of Examiners for the Licensure of Professional Counselors, Marriage and Family Therapists, and Psycho-educational Specialists.
- The American Association for Marriage and Family Therapy

The Board of Examiners for the Licensure of Professional Counselors, Marriage and Family Therapists and Psycho-educational Specialists requires that all clients be informed that all forms of dual relationships such as business ventures and sexual intimacy are prohibited. In compliance with SC state law, you are advised that sexual contact is never appropriate, is illegal, and should be reported to the Grievance Board of the SC Labor, Licensing and Regulation Board. In the event of a legitimate concern that your therapist has behaved in an unethical manner, please register a complaint with the Board of Examiners:

SC Labor, Licensing and Regulation Board, P.O. Box 11329, Columbia, SC 29211-1329, Phone: 803-896-4665 or 803-896-4658

Confidentiality and Release of Information

Information shared during your therapy sessions will be held in strictest confidence as Protected Health Information (see attachment). Therapy records cannot be distributed to anyone else without your informed and voluntary written consent or authorization. Should you wish your therapist to confer with your physician, clergy, a family member, DSS, attorney, the Mental Health Center, or anyone else, you will be asked to sign an **Authorization Form** for the release of the information.

Exceptions to Confidentiality Rights

1. Uses and disclosures required by the Court; e.g., files subpoenaed by a Judge.
2. Uses and disclosures to warn and to protect; e.g., when someone is likely to endanger themselves or others, child sexual or physical abuse, elder abuse, etc.
3. Uses and disclosures for judicial and administrative proceedings; e.g., a case where you are claiming malpractice or breach of ethics.
4. Uses and disclosures for law enforcement purposes; e.g., when you claim mental health issues as a defense in a civil or criminal case.

Confidentiality with Couple or Family Counseling

Should a client individually share information with the therapist that the therapist believes has significant bearing on the outcome of therapy, the therapist will seek consent from the client to share the information within the context of couple or family therapy. If the client refuses, the therapist may determine that the couple or family therapy cannot continue.

If at any time you are not satisfied with the course of the therapy, please let me know. If you have questions regarding the documents you receive, please feel free to discuss them with me.

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General Information

Appointments:

Appointments are generally 50 minutes each. However, we can decide to meet for a longer or shorter time. Your appointment is held exclusively for you. Please arrive on time, as you use your own time when you are late. Your therapist provides services at more than one location. **Therefore, if you are going to be unable to keep an appointment you are asked to provide at least 24 hours' notice or you may be charged your usual fee for the time as though you have attended.** If you need to cancel/reschedule your appointment and your call is not immediately answered, please leave a voicemail or text message at 864/606-4690.

If you arrive to an appointment intoxicated, therapy cannot be conducted. Transportation of your choice, your emergency contact, or another person of your choosing will be called to pick you up. It is very important that your safety and the safety of others on the road is protected. If you refuse and choose to drive, I am obligated to notify the appropriate authorities.

Session Fees:

Session fees are \$100.00* and are held for 50-75 minutes. The first session includes an additional assessment fee of \$25.00 and can last up to 2 hours (120 minutes). Fees are set at intake.

Other Fees:

Group Therapy	60 mins.	\$25.00/person per session
Professional Consultation	60 mins.	\$75.00
Officiation of Marriage		\$100.00
Pre-marital Counseling	6 sessions	\$100.00 per session
Records Requests/Treatment Summaries		\$25.00 preparation fee
Subpoenas and/or Court Appearance Requests	per hour	\$500.00* (includes travel time to and from court)

* In addition to the Court Appearance Fee, a non-refundable \$100.00 Preparation Fee will be due five business days prior to the scheduled court date.

Records/Document Request Procedure:

Your psychotherapy records are confidential and only available to people authorized to access them. If you are a client, or an authorized representative and/or parent/guardian of the client, you will need to submit a written request along with your contact information. A photocopy image of a valid state- or federal-issued photo ID may be required. **All requests have a process time of a minimum of one week from the date they are received.**

Outside Contact:

Cell Phones: Cell phone calls should only be used for scheduling appointments and sharing general information about an appointment.

Contact in Public: Therapists generally will not approach you if seen in public. This is a way to protect your privacy and confidentiality. Therapists have no way of knowing who you might be with or who might be in the surrounding area and would never want to put you in the awkward position of having to explain to someone who doesn't know that you're in therapy. Generally, if you want to speak to your therapist, you're welcome to do so. However, a public place is not appropriate for discussing therapeutic concerns.

Social Media & E-mail: Your therapist will not have any contact with clients via social media. This is an important boundary to keep the therapy process healthy and also protects your confidentiality. E-mail is only to be used to share general information about appointments.

Emergency Information:

Office hours are 9:00 a.m. – 5:00 p.m. The therapy office is not equipped to handle crisis situations. If you have an emergency outside of business hours, or a crisis situation, please call 911 or go to the nearest emergency room. Following is a list of emergency numbers.

Emergency Services	911
Spartanburg Regional Medical Center Emergency Room	560-6222
The Mental Health Crisis Line	585-0366
The Safe Homes Network	583-9803
The 24-hour Child Abuse Line	585-1445

Referral:

The American Association for Marriage and Family Therapy's Code of Ethics, Principle 1.10, states, "Marriage and family therapists assist persons in obtaining other therapeutic services if the therapist is unable or unwilling, for appropriate reasons, to provide professional help." If this happens, a referral will be provided.

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Important Information: Notice of Privacy Practices (NPP)

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

Vicki J. Cathcart, LLC, at C&C Counseling Associates, understands the importance of privacy and we are committed to maintaining the confidentiality of your protected health information. We make a record of the care we provide and may receive such records from others. We use these records to provide or enable health care providers to provide quality care, to obtain payment for services provided to you as allowed by your health plan, and to enable us to meet our professional and legal obligations to operate our therapy practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your health information. It also describes your rights and our legal obligations with respect to your protected information. If you have any questions about this Notice, please speak with Vicki J. Cathcart.

I. How A Practice May Use or Disclose Your Health Information

This Practice collects health information about you and stores it in your chart, as well as limited health information on a computer. This is your therapy record. The therapy record is the property of the Practice, but the information contained in the therapy record belongs to you. The law permits us to use or disclose your health information for the following purposes:

- 1. Treatment.** We use information about you to provide your therapy care. We may disclose information to others who are involved in providing the care you need. For example, we may share your therapy information with physicians, attorneys, social workers, or other providers who offer services that we do not provide. We may also disclose medical information to members of your family or others who can help you when you are sick or injured, or after you die. Confidentiality agreements promising not to look at or disclose clinical information except as a part of regular duties must be signed. All therapy files and client information are stored in locked files in locked offices. In supervision, the identity of the client is protected and only the minimum necessary information for consultation and training purposes is discussed. In consultation with other professionals, all therapists and supervisors release only the minimum necessary information.
- 2. Payment.** We may use and disclose information about you to obtain payment for the services we provide. For example, if you are using a health plan, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.
- 3. Health Care Operations.** We may use and disclose information about you to operate the Practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for clinic reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your information with our "business associates," such as our practice management and billing service. We have a written contract with each of

these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your protected health information. We may also share your information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection compliance efforts.

NOTE: VICKI J. CATHCART, LLC, DOES NOT CURRENTLY ACCEPT INSURANCE PAYMENTS

4. **Appointment Reminders.** We may use and disclose your information to contact and remind you about appointments. We may leave this information on a voicemail if you have indicated we are allowed to do so.
5. **Notification and Communication with Family.** We may disclose your health information to notify or assist in notifying a family member, your personal representative, or another person responsible for your care about your general condition or, unless you have instructed us otherwise, in the event of your death. In the event of a natural disaster, we may use and disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communications with your family and others.
6. **Required by Law.** As required by law, we will use and disclose your health information, but we will limit use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirements set forth below concerning those activities.
7. **Public Health.** We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.
8. **Health Oversight Activities.** We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitation imposed by law.
9. **Judicial and Administrative Proceedings.** We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.
10. **Law Enforcement.** We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.
11. **Coroners.** We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.
12. **Organ or Tissue Donation.** We may disclose your health information to organizations involved in procuring, banking, or transplanting organs and tissues.

13. **Public Safety.** We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person in the general public.
14. **Specialized Government Functions.** We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.
15. **Change of Ownership.** In the event that this therapy practice is sold or merged with another organization, your health information and record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

II. **This Practice Will Not Use or Disclose Your Health Information**

Except as described in this Notice of Privacy Practices, this Practice will not, consistent with its legal obligations, use or disclose health information which identifies you without your written authorization. If you do authorize this Practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time. We protect your personal information in several ways.

III. **Your Health Information Rights**

1. **Right to Copy of Notice Privacy Practices.** You have a right to receive a copy of our Notice of Privacy Practices.
2. **Right to Access, Inspect, and Copy.** You have the right to access, inspect, and copy your health information with limited exceptions. To access your therapy information, you must submit a written request detailing what information you want access to, and whether you want to inspect it or get a copy of it. We will also send a copy of your health information to another person whom you designate in writing. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision.
3. **Right to Amend or Supplement.** You have the right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and will provide you with information about our Practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed health information.
4. **Right to an Accounting of Disclosures.** You have a right to receive an accounting of all disclosures of your health information made by our Practice, except: we do not have to account for disclosures provided to you, or disclosures made pursuant to Paragraph 1, 2, 3, 5, 8, 10, or 14 of Section I of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law.
5. **Right to Request Special Privacy Protections.** You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request unless we must disclose this information for treatment or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.

- 6. Right to Request Alternative Channels of Communications.** You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

IV. Changes to Notice of Privacy Practices

We reserve the right to amend or revise this Notice of Privacy Practices at any time in the future. Until such amendment or revision is made, we are required by law to comply with the terms of this Notice currently in effect. After an amendment or revision is made, the revised Notice Privacy Practices will apply to all protected health information that we maintain, regardless of when it was created or received. A copy of the revised Notice will be available at each appointment and will be posted in our main reception area.

V. Complaints

Complaints about this Notice of Privacy Practices or how our Practice handles your health information should be directed to: Vicki J. Cathcart, Phone: 864/606-4690

If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:

Region IV - AL, FL, GA, KY, MS, NC, SC, TN

Office for Civil Rights

U.S. Department of Health & Human Services

61 Forsyth Street, SW. - Suite 3B70

Atlanta, GA 30323

(404) 562-7886; (404) 331-2867 (TDD)

(404) 562-7881 FAX

The complaint form can be found online at:

<http://www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaintpackage.pdf>

You will not be penalized in any way for filing a complaint.