

❖ Dr. Shannon Francom, LMFT ❖

Psychotherapy for Individuals, Couples, and Families

Informed Consent and HIPAA Agreement

Welcome

Welcome to my private practice, and thank you for trusting and choosing to work with me. My role as a psychotherapist is to help you identify your presenting concerns and guide you in developing a treatment plan to reach your goals. I believe that we can work together to solve problems and help you heal and grow. My therapeutic philosophy is a strengths-based and systems-based approach that is founded on the belief that the objective of therapy is to help you realize your own strengths and capabilities, develop as an individual, improve your interpersonal skills and relationships with others, and to resolve the problems in various areas of your life.

Credentials and Services

Becoming a licensed psychotherapist with the ability to practice and treat patients in a clinical setting requires that individuals complete specific education requirements (at least a master's degree), pass a National Licensing Exam, and complete a specific amount of supervised clinical hours. I hold the following degrees:

Bachelor of Science in Exercise Science	(Brigham Young University)
Master of Adv. Studies in Marriage and Family Therapy	(Arizona State University)
Doctorate Degree in Marriage and Family Therapy	(Northcentral University).

In addition, I have met the requirements set by the Texas State Board of Examiners of Marriage and Family Therapists for an independent license in Marriage and Family Therapy (LMFT), as well as a clinical supervisor status. As a psychotherapist, I provide psychotherapy services to individuals, couples, and families. I also provide group therapy, consulting services, psychoeducational workshops, and clinical supervision to therapists in training. Additionally, I hold memberships in the AAMFT, TAMFT, and AMCAP. Below are the three states in which I am licensed to practice psychotherapy, including the corresponding license numbers:

TX: 202333 Marriage and Family Therapist
 UT: 12377353-3902 Marriage and Family Therapist
 AZ: LAMFT-10365 Licensed Associate Marriage and Family Therapist

Therapeutic Process, Benefits, Risks

We will begin by thoroughly assessing the problems you have brought to therapy, as well as explore your relationship with yourself and your relationships with others. Together, we will come up with goals and a treatment plan to improve your individual functioning, improve your relationships, and resolve problems/alleviate symptoms. Periodically, we will evaluate progression towards these goals and the effectiveness of treatment. We will typically meet for 50-minute sessions, once or twice a week (depending on the nature of the problem and the goals we have outlined together). When you and I mutually agree that you have met your goals and your problems have been resolved, therapy can be stopped. Benefits to therapy/treatment include: an improved understanding of yourself, improved functioning with spouse and family, a greater ability to manage interpersonal relationships, a higher level of functional coping, greater individual satisfaction, new insight, solutions to specific problems, and alleviation of the symptoms/problems you have brought to therapy. Risks of therapy include: changes in relationships with others not originally expected, remembering painful memories, unanticipated changes in your life, and/or unpleasant/uncomfortable feelings as we work on resolving issues and relationships. Please note, there are no guarantees when it comes to the therapeutic process. Although the majority of people get better in therapy, some do get worse. Accordingly, I (Dr. Shannon Francom, LMFT), make no guarantee of results. It is not possible to guarantee results such as: becoming happier, saving marriages, stopping drug abuse, becoming less depressed, and so forth.

Primary Therapeutic Approach

I use a systems- and evidence-based approach to therapy. I conceptualize problems and dysfunction within the framework of your entire family and significant people involved in your life. The issues and problems you face

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are part of an integrated system (which includes the relationships in your life, your past experiences, and your current situation) [No man is an island. John Donne, 1624]; therefore, I emphasize treating you and your family together (when appropriate). I focus on the interactions and responses of all those involved in the problem. My therapeutic approach is to help you understand yourself, as well as the structure and interactions that occur between you and others, in order to resolve presenting problems and help you achieve happier and healthier functioning, inter- and intra-personally.

Office Policies and Procedures

Please carefully read and review all the information, and sign at the bottom where indicated. This informational document outlines your rights of confidentiality as a client, and my role and responsibility to you as your therapist. You will receive a copy of all signed documents at your request. Also, as a therapist, I am required to keep a HIPAA form on file (which is included in this document), and you will be provided a copy upon request.

Confidentiality and Informed Consent

The therapeutic relationship is unique in that it requires complete confidentiality between client and therapist. Discussions in sessions and information about clients, including case notes and records, are confidential and are the property of Shannon Francom, Ph.D., LMFT.

The Texas Health and Safety Code has established the following limits of confidentiality. You should be aware of these **exceptions to confidentiality**:

- 1) You provide consent to release your records or to share information regarding your treatment;
- 2) You are at risk of imminent serious harm to yourself (i.e. suicidal) or others (i.e. homicidal)*;
- 3) If you disclose, or if/when the therapist has reason to suspect that the client has been, or is currently, involved in the abuse, neglect, or exploitation of a child;
- 4) If you disclose, or if/when the therapist has reason to suspect that the client has been, or is currently, involved in the abuse, neglect, or exploitation of an elderly, disabled, or vulnerable person;
- 5) You disclose sexual misconduct of a physician or therapist;
- 6) Information is requested by your insurance company pertinent to processing claims for reimbursement;
- 7) A court order is received to disclose information (e.g. child custody or mental competency cases);
- 8) You file a complaint with a licensing board, or some type of lawsuit or malpractice suit (resulting in the ability for the therapist to release your records to the Board and/or legal counsel).

*In the event that you are deemed in imminent danger to yourself or others, your therapist has a professional duty to contact the proper authorities, and/or a duty to warn any individuals involved. Medical and/or law enforcement officials may be notified with or without your consent.

Therapist's Responsibilities

As your therapist, I adhere to the AAMFT Code of Ethics. My responsibility is to listen and provide an environment for honest and open communication. My role is to gather and provide information to help you make important decisions, and guide you in the most appropriate and beneficial direction concerning the problems you wish to change. My responsibility is to actively work for your benefit, respect your autonomy, treat you with fairness and respect, and to maintain your trust and loyalty. I will be prepared at the designated time for sessions (barring emergencies), attentive and supportive in helping you resolve problem areas and meet your therapy goals, and will do everything possible to assist you in achieving a greater sense of self-awareness. Our therapeutic relationship may continue as long as you are benefiting from my services.

Clients' Responsibilities

As with any other procedure, psychotherapy involves some risks. Whenever you make significant changes in your lifestyle, outlook, or habits, your life and the lives of those with whom you are closely involved will be affected. While the purpose of psychotherapy is to make positive changes, you will want to consider the consequences that might arise. Whatever changes you make will be both your choice and your responsibility. If you become concerned about the course of your therapy, please let me know so that you can follow the course of treatment that is best for

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you. Please remember that you have responsibilities to yourself and the treatment process. It is possible that you will experience both positive and negative feelings and situations throughout the course of treatment, and I ask that you are open, honest, and do your best in communicating and providing accurate and helpful information so that I can fully understand you and your circumstances. I ask you to put forth considerable effort to understand your situation, make desirable changes, and actively participate in determining your goals and desired results throughout the course of therapy. I ask you to keep appointments, arrive at appointments on time, and make notifications when appointments must be cancelled or you will be late. Please note that inconsistent therapy attendance can negatively affect your therapy progress. I ask that you follow the office policies and procedures. I ask that you not attend therapy sessions while under the influence of any mind- or mood- altering substances. In addition, you may end treatment whenever you wish, but I encourage you to consult with me before doing so.

Office Hours

I am in the office and available for therapy sessions 2-3 days a week (and these days vary by each week).

The hours in which I am available for sessions (on the days I am in the office) are *typically* as follows:

Mon., Tues., and Wed.: 10:00am to 5:00pm

Every other Thursday: 10:00am to 2:00pm

*Please note, this is my *typical* availability for therapy sessions, but it is always subject to change. *Please view my scheduler online (via my website: www.shannonfrancom.com) for the most up-to-date days and hours in which I am available for sessions.*

I am available by email or text message for *non-therapeutic* questions and scheduling purposes anytime during the week. I will make every effort to respond to your texts and emails in a timely manner, within 24-business hours.

Please be advised that sometimes my response may take up to 24 hours (or longer over the weekends/holidays) due to the fact that I may be out of the office, working with other clients, or attending to personal/family matters.

Appointments/Sessions

I will make every effort to make appointments that are convenient for you, hence the reason for my morning, mid-day, and afternoon appointment availability. Initial Intake Assessments (for individuals, couples, and families) are 80 minutes in duration, and regular (subsequent) therapy sessions (for individuals, couples, or families) are 50 minutes in duration. The frequency of appointments is determined based on your unique needs and will be discussed at the first session, and will be reevaluated throughout the course of therapy.

Fee Agreement and Payment

Payment for your session is collected at the time of scheduling your appointment. Accepted forms of payment include: credit, debit, HSA, or FSA cards. This process maintains your privacy and ensures that we devote the optimal time to working on your behalf.

Fee-for-Service

Paying for your therapy sessions using the fee-for-service method is best. It is the only way I am able to ensure complete confidentiality of our sessions. It is also the best value because my time is devoted to working with you, and not spent filing paperwork or collecting payments. My fees for services are as follows:

\$195 for a 80-minute Initial Intake/Assessment

\$150 for a 50-minute Therapy Session (for individuals, couples, or families)

\$40 for a 50-minute Group Therapy Session

Insurance

Although I am an approved provider for a few different insurance companies, I am not specifically contracted with any insurance companies. Due to this, if you are interested in submitting your session information to your insurance company on your own, I can provide you with a Statement for Reimbursement form (also called a Superbill), at the beginning of each month. This document contains information about the dates, times, and fees of your sessions from the previous month, and you are welcome to submit this information to your insurance company and attempt to receive reimbursement. If this is something you would like to do, please notify me at the initial intake appointment so that I may have ample time to prepare this document for you.

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*Please keep in mind that in order to use your insurance, I will most likely have to give you a mental health diagnosis that will become part of your permanent medical record. Please also note that some health insurance plans do not include coverage for mental health benefits and some do not include coverage for certain services (such as marital therapy).

Cancellation and No-Show Policy

If you find it necessary to cancel or reschedule an appointment, this **must** be done **no** later than 24-hours prior to the start of your session. There are a few options you can use to let me know you need to cancel and/or reschedule a session:

- 1) You may send me an email at shannonfrancom.mft@gmail.com,
- 2) You may send me a text message at #(801) 318-4334, and/or
- 3) You may leave me a voicemail at #(801) 318-4334.

*Please note: you may email, text, or leave a voice message at any time, day or night, weekends or holidays.

Once you notify me of your need to cancel or reschedule, I can provide you with alternative dates/times. If you are rescheduling an appointment, I encourage you to do so as soon as possible to ensure you are able to schedule a session with a date and time that works for you. (My availability may change daily as other sessions are scheduled, and my availability is scheduled out far in advance.)

*Again, please be aware, any notification received less than 24-hours in advance will not allow for a refund for your appointment. **You will be charged in full for appointments missed without at least 24-hour notice of cancellation, or for not showing up for an appointment.**

Therapist/Client Communication

Charges will be made for client-initiated telephone calls and/or text messaging conversations that exceed 10 minutes. In addition, charges will be made for any letters, emails, reports, or documents requested by you that exceed 10 minutes to prepare. The rate for phone calls, text conversations, and/or the preparation of letters, emails, reports, or documents will be prorated depending on the length of the call, conversation, or preparation time. Finally, it is important to understand that I do not provide therapy/treatment over the phone, through email, or through text messaging. Phone calls, text messages, and emails are used for non-therapeutic questions and scheduling purposes only. I believe that your confidentiality can potentially be violated in the process of using emails and text, because they are subject to subpoena, as they are a part of your file.

Urgent Matters and Emergency Calls

Due to the fact that my practice is an outpatient setting (as opposed to an inpatient/residential/hospitalization setting), access to services is *not* available 24/7. I do not use an answering service, but I check my email/voicemail/texts daily during the week, Monday through Friday. You may reach me at #(801) 318-4334 during business hours if there is an urgent matter. (Please remember that charges will be made for client-initiated telephone calls that exceed 10 minutes, and the rate for phone calls will be prorated depending on the length of the call.)

If there is an extreme or life-threatening emergency, *whether during business or non-business hours*, you will need to call 911 or go to the emergency room of the nearest hospital.

The following numbers/services (which are free) may also be helpful:

North Texas Crisis Hotline: # 972-233-2233

National Suicide Prevention Lifeline: Call 1-800-273-TALK (8255)

Crisis Text Line: Text "CONNECT" to 741741

North Texas Behavioral Health Authority: 866-260-8000 or 214-336-9407

Child/Adult Protective Services: 800-252-5400

Or you can always call 911!

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Snow/Ice Days – Emergencies

If the Forney Independent School District (FISD) closes school due to weather conditions, the office may choose to close for the day as well. Each therapist may use his/her discretion to determine whether or not he/she will provide sessions as scheduled, and will notify you if he/she decides to reschedule therapy sessions. However, if/whenever there is snow or an icy condition, we want you to feel safe, so if your therapist is still holding sessions that day, you are always welcome to attend your session as planned, or opt to reschedule your session; you may email your therapist to cancel and reschedule your appointment and the 24-hour notification policy will be waived.

Professional Records

I am required to keep appropriate records of the psychotherapeutic services that I provide. Your records are securely-maintained. I keep brief records noting the following: the date and time you attended a session, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, your billing records, and records of our communication/contacts. You are welcome to request a summary of your file, and are required to do so in writing. Except in unusual circumstances that involve harm or danger to yourself, you have the right to a summary of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. As part of my rights, I may refuse your request for access to your records, in which case you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request.

Out-of-the-Office/Vacation

I am away from the office several times a year for extended vacations or to attend professional meetings. I will tell you well in advance of any of these anticipated absences. If you are experiencing an emergency when I am out of the office, or outside of my regular office hours, please call the Crisis Hotline at 972-233-2233 (or any of the other numbers provided above). If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital or emergency room for assistance.

Policy Regarding Secrets in Marriage and Family Therapy

Therapy is a journey that invites us to learn new skills and gain new perspectives so that we can build honesty and trust in our relationships. This process takes courage, patience, and *openness*. Due to the collaborative nature of therapy with couples and families, it is imperative that a therapist maintain a neutral stance toward couples and families. *This can only be achieved in the absence of secrets within the treatment group*. Therefore, I encourage you to refrain from asking me to keep secrets from other members in treatment (i.e. your spouse/partner). This applies to all forms of communication (verbal, email, phone, and written correspondence). When you are participating in therapy with a spouse/partner, it will be my goal to communicate with both of you in an open forum (whether in the actual therapy sessions or via email/text [by CCing both partners]), in order to ensure that everyone is receiving the same information, everyone is on the same page, and to minimize any feelings of confusion, bias, or non-neutrality.

Social Media

**This section outlines my office policies related to use of Social Media, explanations regarding how I conduct myself on the Internet as a mental health professional, and how you can expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this section, I encourage you to bring them up when we meet. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.*

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, Twitter, Instagram, LinkedIn, etc). My primary concern is your privacy. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship, and could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together during the therapy hour.

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Cell Phones in Session

I encourage you to silence and put away your cell phone at the beginning of our sessions together. Although there may be a time when an emergency arises and someone needs to get a hold of you, in general, I recommend that you completely devote the time in session to be a therapeutic occasion where there are no interruptions or distractions. It is extremely helpful and therapeutic to allow space and time in your day to “disconnect” from all other responsibilities, and be fully-engaged in the session. Furthermore, I recommend you consider your therapy session a time and place of refuge (where you can focus on self-care, set aside various stressors, and take a break from multi-tasking).

Meetings Outside-of-the-Office or Regularly-Scheduled Sessions

Part of confidentiality means that I cannot tell people that you are my client, therefore, if we happen to see each other outside of the office and/or outside of our regularly-scheduled therapy sessions (such as at a grocery store, child’s school, shopping center, gas station, other healthcare office, all other locations, etc.), I will simply interact with and respond to you as I would with any other person I would meet in a similar circumstance (such as nodding, saying hello, or acknowledging you in a standard, socially-appropriate way). If such a circumstance arises, I will assess the situation and determine the most appropriate way to handle the event, which may be to greet/acknowledge you in the typical, socially-appropriate way, or I may behave as if I do not know you or that I have never met you (for the purpose of protecting your confidentiality and privacy). I will determine the most appropriate way to handle the situation in the moment, and we can discuss the event at our next session. You are more than welcome to share with anyone you wish that I am your therapist, but again, I will not inform others that you are my client.

Telemedicine – Teletherapy – Telehealth – Virtual/Online Therapy

In the event that we meet for a virtual session (whether by phone or video), it is important to acknowledge, understand, and agree to the following:

- 1) When providing virtual sessions, the therapist (Dr. Francom) will participate in the sessions from the location of her office, and will be using an established and reliable Internet connection, and cell service; therefore, it will be important that you are also in a location where you have access to reliable cell/phone/Internet service/connection.
- 2) A situation or event may arise when the virtual session is interrupted, not able to connect, and/or there are other technical difficulties (including but not limited to issues concerning camera and/or sound), before or during the virtual session, and the session cannot be started or ended as intended.
- 3) Video conferencing and phone technology will not be the same as an in-person session with a provider due to the fact that you will not be in the same room as your therapist (Dr. Francom).
- 4) In order to have the best results for a virtual session, you should be in a quiet and private place with limited interruptions.
- 5) There are potential risks and uncontrollable/unforeseen circumstances associated with using this technology, including interruptions, unauthorized access, and technical difficulties.
- 6) You or the therapist (Dr. Francom) can discontinue the video/phone therapy session if it is felt that the wireless connections are not adequate for the situation.
- 7) You agree to inform Dr. Francom if there is another person present during the virtual session.
- 8) The same confidentiality protections, limits to confidentiality, and rules around your records apply to a video/phone therapy session as they would to an in-person session.
- 9) Dr. Francom may decide to terminate video/phone therapy services, if she deems it inappropriate to continue therapy through video/phone sessions.

Ending Therapy

The end of therapy is an important process. It is a time to review, to recognize progress, to note areas in which you want to continue growth, and examine the overall process you have experienced. It is also a time to receive feedback and encouragement. In my experience, therapy usually comes to a natural end, and both you and I will discuss this as the time draws closer. If you decide you would like to discontinue therapy prior to this, please discuss this with me in order for us to have therapeutic closure.

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Referral Circumstances

While it is ideal that I work with you and your family throughout the entire therapeutic process, circumstances may arise that either render me unable to provide services, or require the need for me to refer you to a different therapist. In either circumstance, arrangements will be made for your transfer so treatment can continue with little interruption, or you will be given the appropriate referrals to transfer to a different therapist. Such circumstances include, but are not limited to: if I become sick or disabled, if I become pregnant and unable to work due to pregnancy complications or maternity leave, if a dual/multiple relationship is discovered, if I have to move or relocate, and/or if problems I am presented with are out of the realm of my training or comfort level to treat.

Professional Will

In the case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated an executor to take care of my professional matters. The professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity, and to provide referrals if you choose to continue your therapy with another qualified professional. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you.

Court Action Policy and Fees

Clients are discouraged from having me [Dr. Shannon Francom, LMFT] subpoenaed or having me provide records for the purpose of litigation. I am trained as a psychotherapist, and my work comes from a therapeutic position. I have not been trained forensically or with the expertise to participate in matters of litigation. Also, I am unable to guarantee that any testimony that I am required by law to give will be solely in your favor. I can only testify to the facts of the case and my professional opinion.

If I [Shannon Francom, Ph.D., LMFT] receive a subpoena, then the attorney or office staff will need to call my office and set up a time for the subpoena to be served during office hours. I request a minimum of 72-hour notice of any court appearance so that schedule changes for my clients can be made within a reasonable time frame.

*Please note: if a subpoena is received without a minimum of 72-hour notice there will be an additional \$250 express charge.

Court action fees are as follows:

- | | |
|---|--|
| 1) Preparation Time:
<i>(billable in 10-minute increments)</i> | \$150 per hour |
| 2) Phone Calls:
<i>(billable in 10-minute increments)</i> | \$150 per hour |
| 3) Filing Document with Court: | \$125 |
| 4) Minimum Charge for Court Appearance: | \$1,500.00 for half day (0-4 hours)
\$3,000 for full day (4-8 hours)
\$4,000 for a full day over 8 hours |
| 5) Retainer: | \$1,500.00 (Due at least 72 hours before the scheduled appearance. The remainder of the costs will be billed after the court appearance and will be due upon receipt) |
| 6) Attorney Fees: | All fees
<i>(You, as the client, agree to pay all attorney's fees and costs that are incurred by Shannon Francom, Ph.D., LMFT as a result of any court action.)</i> |

If I [Shannon Francom, Ph.D., LMFT] am subpoenaed and the case is reset with less than 72-hour notice prior to the beginning of the day of the scheduled subpoena, and/or testimony is not given, then the client will be billed \$1,000.00.

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Bills for court-related actions are presented to clients on a weekly basis and payment is due upon receipt. A zero balance will need to be kept at all times.

Complaints and Grievances

I make every effort to provide services that are beneficial to you. If you believe I have failed to provide satisfactory care or have acted unprofessionally or unethically, please let me know, so we are able to discuss the matter, and I am able to correct this. Below is the official notice, mandated by my licensing board, that I am required to provide to clients/patients:

The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Please call 1-800-821-3205 for more information.

To file a grievance with my licensing board, you may write to:
Texas State Board of Examiners of Marriage and Family Therapists
1100 W. 49th St.
Austin, Texas 78756
#512-834-6657

Patient Privacy Notice (HIPAA)

This notice describes how medical and health information about you may be used and disclosed by Shannon Francom, Ph.D., LMFT (also referred to as “this entity”), and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- *Request a summary of your medical record* - You may request from this entity to see or receive a summary of your medical record and other health information. If your request is granted, you will be provided a copy or a summary of your health information, usually within 30 days of your request. You may be charged a reasonable, cost-based fee.
- *Correct your medical record* - You may request to correct health information about you that you think is incorrect or incomplete. This entity may say “no” to your request, but will provide the reason in writing within 60 days.
- *Request confidential communication* - You may ask this entity to contact you in a specific way (for example, home or office phone) or to send mail to a different address. This entity will say “yes” to all reasonable requests.
- *Ask the practice to limit the information shared* - You may request this entity not to use or share certain health information for treatment, payment, or business operations. This entity is not required to agree to your request, and may say “no” if it would affect your care. Because you pay for services in full, out-of-pocket, this entity will not share your information for the purpose of payment or this entity’s operations with your health insurer, unless you give written permission in instances when you are seeking reimbursement from your health insurer.
- *Receive a list of those with whom this entity has shared your information* - You may ask for a list (accounting) of the times this entity has shared your health information for six years prior to the date you ask, with whom this entity shared it, and why. This entity will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- *Receive a copy of this privacy notice* - You may ask for a copy of this notice at any time, and you will be provided a copy promptly.
- *Choose someone to act for you* - If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. This entity will make sure the person has this authority and can act for you before this entity takes any action.
- *File a complaint if you believe your privacy rights have been violated* - You may report your complaint to this entity by contacting Shannon Francom, Ph.D., LMFT directly, or you may file a complaint with the U.S. Department of Health and Human Services Office, or by visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your Choices

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For certain health information, you have choices in the way that this entity uses and shares information when it comes to:

- Sharing information with family or others involved in your care, and
- Providing mental health care.

This is done by giving written permission for this entity to share your information, in the form of a Release of Information (ROI). In the following cases, this entity never shares your information: for marketing purposes, the sale of your information, sharing of psychotherapy notes, or fundraising.

**If you are not able to communicate your preference to this entity (for example, if you are unconscious), this entity may go ahead and share your information if it is believed it is in your best interest. This entity may also share your information when needed to lessen a serious and imminent threat to the health or safety of yourself or others.*

Entity's Uses and Disclosures

This entity may use and share your information:

- *For Treatment* - This entity may use your health information and share it with other professionals who are treating you, with your written permission, in the form of a Release of Information (ROI). Your protected health information may be used or disclosed to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party that is involved in your care and treatment, and/or to other providers who may be involved in your care and treatment.
- *To Others Involved in Your Health Care* - Unless you object, this entity may disclose to a member of your family, a relative, a close friend, or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, this entity may disclose such information as necessary if it is determined that it is in your best interest based on professional/clinical judgment. This entity may use or disclose protected health information to notify, or assist in notifying, a family member, personal representative, or any other person that is responsible for your care, of your general condition or death. If you are not present or not able to agree or object to the use or disclosure of the protected health information, then it will be determined whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.
- *For the Practice Operations* - This entity may use and share your health information to run the practice, improve your care, and contact you when necessary. Such instances include, but are not limited to: business planning and development, quality assessment, improvement medical review, legal services, auditing functions, education, provider credentialing, certification, underwriting, rating, other insurance-related activities, customer service, and compliance with privacy requirements.
- *For Payment/Billing of Your Services* - Since payment for your care/treatment is completed directly by you, typically your health information will not be used/shared for any billing purposes. An exception to this is if/when you give permission for necessary information to be provided to your health insurance to assist you in obtaining reimbursement from them for services provided by this entity.
- *As Required by Law* - This entity must make disclosures about you under federal and state laws, and when required by the Secretary of the Department of Health and Human Services, to investigate or determine compliance with the requirements of the Privacy Rule.
- *To Address Law Enforcement and Other Government Requests* - This entity may disclose your protected health information for law enforcement purposes, with a law enforcement official, with health oversight agencies for activities authorized by law, or for special government functions such as military, national security, and presidential protective services.
- *In Cases of Abuse, Neglect, and/or Public Health and Safety Issues* - This entity may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, your protected health information may be disclosed to the governmental entity or agency authorized to receive such information if it is suspected or believed that you have been a victim of abuse, neglect, or domestic violence, or if it is believed the reports will help prevent or reduce a serious threat to anyone's health or safety. In this case, file disclosure will be made consistent with the requirements of applicable federal and state laws.
- *For Health Oversight* - Your protected health information may be disclosed to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections.
- *In Response to Lawsuits and Legal Actions* - Your protected health information may be disclosed in the course of any judicial or administrative proceedings or orders, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and in certain conditions in response to a subpoena, discovery request, or other lawful processes.

Entity's Responsibilities

- This entity is required by law to maintain the privacy and security of your protected health information.
- You will be promptly informed if a breach occurs that may have compromised the privacy or security of your information.

❖ Dr. Shannon Francom, LMFT ❖

Psychotherapy for Individuals, Couples, and Families

- This entity must follow the duties and privacy practices described in this notice and give you a copy of it, if requested.
- Your information will not be shared other than as described here unless you provide permission in writing. Once you provide permission to share your information, you may change your mind at any time, and should inform this entity in writing.
- For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

The terms of this notice may be changed at any time, and the changes will apply to all information obtained about you. The new notice will be available upon request, in the office, and on the entity's web site.

Effective Date: January 20, 2022
Shannon Francom, Ph.D., LMFT
shannonfrancom.mft@gmail.com
(801) 318-4334

*By signing below, you are stating that you have read and understood the information above, you understand the rules of and limits to confidentiality, you accept the above-mentioned policies, fees, and informed consent, and confirm that you are an adult or over eighteen years of age. You are also confirming that you have read the above information regarding your Patient Privacy Notice (HIPAA), and that you may request a copy at any time. You are also confirming consent to the use of a diagnosis in billing, and to the release of that information and other information necessary to complete the billing process (when and where applicable). In addition, you agree to participate in therapy with, and consent to treatment by, Shannon Francom, Ph.D., LMFT, and understand that you may end therapy at any time you wish and that you can refuse any requests or suggestions made by Dr. Francom.

Name of Individual (Printed)

Date

Signature of Individual

Signature of Legal Representative (if applicable)
(E.g., Attorney-in-fact, Guardian, Parent of minor, etc.)

Relationship to Client