

Informed Consent Documents (ICD) - Josh Spurlock



Phone: 855.593.4357 • MyCounselor.Online

“Biblically Christian, Clinically Proven, Professional Counseling”

Informed Consent Document

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About Informed Consent

At MyCounselor.Online we believe it is important you be informed in writing about our company, policies, and our services **before** you decide to consent to services with us. We call this *informed consent*.

This is our written informed consent document and terms of service. Please read it carefully and ask our Member Support team any questions you have about it before signing. This document is an agreement between you and MyCounselor.Online for the services you receive from us.

You can reach our Member Support Team by calling 855-593-4357 or emailing receptionist@mycounselor.online

IMPORTANT

Each person receiving services must acknowledge and consent to the terms of services contained in this document in writing by electronically signing this document BEFORE you can receive services from MyCounselor.Online.

About MyCounselor.Online

Our Leadership

MyCounselor.Online was founded by Josh and Cassie Spurlock in 2008 in Springfield, Missouri. The company is governed by the board of Partners For Strong Families, a Missouri 501(c)3 Not For Profit Foundation.

Josh Spurlock provides operational and clinical oversight as Founder and CEO for the company. He is educated with a Bachelors degree in Biblical Languages, a Masters degree in professional counseling, Certification as a Sex Therapist (ABCST), advanced training in Emotion Focused Therapy (EFT), Accelerated Experiential Dynamic Psychotherapy (AEDP), and is the developer of Neuroscience Informed Christian Counseling (NICC). Josh is ordained as a minister and licensed as a mental health professional in Missouri (LPC), Colorado (LPC), and Florida (LMHC).



You can contact Josh & Cassie by:

- Mail at our business office at 2131 S Eastgate Ave, Springfield, MO 65809
- Phone at 720-306-8992
- E-mail at Josh.Spurlock@MyCounselor.Online

The Counseling We Provide

MyCounselor.Online is a faith-based provider of **Christian Counseling** for mental health and personal development primarily online over the internet using video conferencing technology.

As a provider of religious counseling services our services are not regulated by any state or federal government agency by virtue of the free exercise clause of the first amendment to the U.S. Constitution, protecting religious liberty.

Our model for counseling is **Neuroscience Informed Christian Counseling (NICC)**. You can learn more about NICC on our website here: <https://mycounselor.online/nicc/>

Our Statement of Faith

- **We believe** the Bible to be the inspired, the only infallible, authoritative Word of God;
- **We believe** that there is one God, eternally existent in three persons: Father, Son, and Holy Spirit;
- **We believe** in the deity of our Lord Jesus Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return in power and glory;
- **We believe** that for the salvation of lost and sinful humanity, regeneration by the Holy Spirit through faith in Jesus Christ is absolutely essential;
- **We believe** in the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life;
- **We believe** in the resurrection of both the saved and the lost: they who are saved unto the resurrection of life and they who are lost unto the resurrection of damnation;
- **We believe** in the spiritual unity of believers in our Lord Jesus Christ.

Our Statement of Faith does not exhaust the extent of our beliefs. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of MyCounselor.Online's faith, doctrine, practice, policy, and discipline, our Founders are the final interpretive authority on the Bible's meaning and application.

Our Code of Ethics

At MyCounselor.Online we practice in accordance with the ethics and standards defined in the [American Association of Christian Counselors Code of Ethics](#).

Counselor Qualifications, Credentials, and Associations

Qualifications, credentials, and associations will vary upon who your counselor is. Please reference the bios of each professional on the MyCounselor.Online website for the qualifications, credentials, and associations of your specific counselor.

If you have any questions about your counselor's experience, training or education feel free to ask them as they arise

Consent To Christian Counseling

MyCounselor.Online provides religious-based, specifically Christian, counseling in-person and online.

As providers of religious-based counseling, the services we provide require no government licensure from the state or federal government.

Religious based counseling is not regulated by the government by virtue of the free exercise clause of the first amendment to the U.S. Constitution.

State-Licenses

Although not required for providing religious-based counseling, MyCounselor.Online believes the education and experience standards for mental health state licensure are valuable benchmarks for the training of counselors. Thus, our internal certification process is built to meet or exceed the mental health state-licensure requirements in all 50 states. We also encourage and facilitate our counselors in pursuit of licensure in the states they physically reside.

Regardless of what state licensures employees may hold, the counsel provided through their employment with MyCounselor.Online is religious-based counsel protected under the free exercise clause of the first amendment to the U.S. Constitution and is not in capacities related to their state-license.



If your counselor is state-licensed, they will be licensed in the state(s) in which they physically practice. They may not be licensed with the state you are physically present in when accessing services via online counseling. Regardless of where you physically are when accessing counseling services online, we understand you to be "coming to" your counselor, by way of the technology, in the state they are physically present. By electing to receive services you consent to counseling with this understanding. You can find the state licensure status for each counselor under their profile on our website.

Terms

The terms, counsel, counseling, therapy, religious-based counseling, faith-based counseling, and Christian counseling, as used by MyCounselor.Online, are interchangeable and refer to the delivery of religious-based counseling provided to you in accordance with your free exercise of religion.

The terms counselor and therapist are also used interchangeably and refer to employees of MyCounselor.Online who provide religious-based counseling services to clients and who may or may not be state-licensed mental health providers. Our use of the adjective 'professional' is intended to communicate the quality of professionalism our counselors provide services with and is not a reference to state-licensure.

Consent to Christian Counseling

In signing this document and accepting services from MyCounselor you acknowledge your intent to receive religious-based counseling in accordance with the free exercise of your religion. Further, you grant permission for MyCounselor to provide services in accordance with the principles of Christian Counseling as defined in the MyCounselor.Online Statement of Faith and the American Association of Christian Counselors Code of Ethics 2014.

Standards of Competent Service

Services the counselor will provide

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you bring forward. There are many different methods your counselor may use to deal with the problems that you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things we talk about both during our sessions and at home.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with counseling. You should evaluate this information along with your own opinions of whether you feel comfortable working with your counselor.

Counseling involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions about MyCounselor.Online procedures, you should discuss them whenever they arise. All counselors of MyCounselor.Online have been trained to know a variety of methods and techniques. Your counselor will determine from his or her assessment of your situation and through



consultation if deemed beneficial, which is the most effective for you.

Goals of the therapeutic relationship

Your counselor will work with you to determine the goals you would like to set for counseling and to help you achieve those goals. While the length of treatment is difficult to determine, your counselor will be happy to discuss this and the style of treatment with you.

Risks and benefits of therapeutic procedures

Counseling can have both benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have considerable benefits for people who go through it. Counseling often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. You may, at any time, seek a second opinion and/or terminate treatment.

Policies and Procedures

Client behavior expected

Your counselor will normally conduct an evaluation during the first few sessions. During this time, both you and your counselor can decide if he or she is the best person to provide the services you need to meet your goals for counseling.

Once counseling begins, your counselor will usually recommend scheduling one to four 50-minute sessions per month (4 weeks) at times you agree on.

Once an appointment is scheduled, you will be expected to pay for it unless you give notice of cancellation at least 24 hours before your scheduled appointment. Sessions will begin at the time scheduled. If the counselor causes a late start, the session will still last for 50 minutes. If you arrive late for your appointment, the session will have to end at the regularly scheduled time, and the charge will be for the full amount of the appointment fee.

Physical Evaluation

It is strongly recommended that you be current on your physical examinations from your personal physician. This is important to make sure none of the problems discussed are the result of physical health difficulties. Your counselor is not a physician and will not use physical interventions such as medications. When medications are appropriate your counselor will work closely with your physician.

Financial Considerations

Your fees will depend on the specific counselor you see. Please reference the MyCounselor.Online Pricing page for details at <https://mycounselor.online/pricing/>. The additional session charges that apply to counseling also apply to other professional services you may need. Other services include report writing, telephone conversations lasting longer than 5 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of MyCounselor.Online. At times it may be necessary to briefly speak to your counselor by telephone, for which there is no charge. However, when phone counseling occurs, the fees will be the same as for regular sessions. If you become involved in legal proceedings that require MyCounselor.Online participation, you will be expected to pay for the professional clinical time even if your counselor is called to testify by another party.

Payment Arrangements

Your monthly membership fee will be billed every 4 weeks beginning on your membership start date. Each billing cycle your account will be credited for 2 50 minute units of counseling. The morning of your scheduled appointment your account will be debited for your scheduled session. Unused units roll over to the next billing cycle. Accumulated sessions never expire so long as you remain an active member. If you have exhausted your sessions credits for the cycle the payment method you have provided will be automatically charged an additional session fee at that time for the additional session you scheduled.

You must keep a valid and active payment form on account at all times.

If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, MCO has the option of using legal means to secure the payment. This may involve hiring a collection agency or going to small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If you have a question about these costs please feel free to speak to your counselor.

Fees

- I understand the payment method I provide MyCounselor.Online will be charged my membership fee every 4 weeks starting the day I begin my membership.
- My membership includes 2 50-minute units of counseling every 4-week billing cycle.
- If I schedule more than 2 units in a 4-week billing cycle, I will be charged an additional session fee for each unit I schedule the day of the session.
- In addition to my monthly membership fees there will be a one-time Assessment & Matching fee of \$35 when I begin my membership.
- Unused sessions units roll over month to month.

Membership Fees

- Advanced Practice = \$390 every 4 weeks
- Certified = \$270 every 4 weeks
- Resident = \$220 every 4 weeks



Additional Session Fees (Member Rate)

- Advanced Practice = \$195 per additional session unit
- Certified = \$135 per additional session unit
- Resident = \$110 per additional session unit

Non-Member Fee Rates

- Advanced Practice = \$234 per session unit
- Certified = \$162 per session unit
- Resident = \$132 per session unit

Automatic Credit Card Billing Authorization

Credit or Debit Card Authorization

I hereby authorize Paraclete Ministry Group LLC, dba **MyCounselor**, to automatically bill the card I have provided to MyCounselor. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorized to enter into this agreement.

eCheck Authorization

I authorize Paraclete Ministry Group LLC, dba **MyCounselor**, to automatically initiate either an electronic debit or to create and process a demand draft against my bank account using the routing and account number I have provided. I acknowledge that the origination of ACH transactions to my account must comply with the provisioning of United States law.

Appointment Cancellation / Reschedule Policy

I understand that if I fail to give notice of cancellation or rescheduling requests by using the scheduling software link, calling 855-755-3797, or emailing receptionist@mycounselor.online at least 24 hours before my scheduled appointment I am responsible for the full fee of my session and my account or credit or debit card or checking account will be charged for the time I have requested to be reserved for me. I understand that I may not schedule, reschedule, or cancel appointments for other adults.

Membership Cancellation & Refund Policy

Your membership may be cancelled at any time. Accumulated session credits on your account are non-refundable and will expire 12 months from the time of your cancellation. You may continue to use accumulated session credits after membership cancellation and prior to their expiration.

Risk-Free Guarantee

If for any reason your first counselor match does not feel right for you, we will match and schedule you, at no additional cost, with a different counselor. If after your second match it still doesn't feel right for you, we'll



refund 100% of your money. Simple as that.

To qualify for a Risk-Free Guarantee refund you must attend your matching session(s). If you do not attend your matching session, you do not qualify for a refund. Refunds are only available following your matching sessions. If you do not request a risk-free guarantee refund following your matching session(s), completing another session with the counselor you matched with, you are no longer eligible for a risk-free guarantee refund.

You may request a Risk-Free Guarantee refund by contacting Member Support within 4 weeks following completion of your first meeting with a counselor and prior to a second meeting with a counselor and/or the end of your first billing cycle.

Price Increases

During the course of your membership you may experience one or more planned price increases that happen by predictable schedule.

Counselor Advancement

The first is specific to the counselor you work with and is based on the accumulation of training and experience that results in an advancement of your counselors status and fee. As counselors advance they and their family are rewarded for their hard work with an increase in pay that comes from an increase in their counseling fees. As of 2022 MyCounselor.Online has 3 levels of credential for our counselors, Resident, Certified, and Advanced Practice.

If your counselor is a Resident or Certified level counselor they may advance in level during the course of your work together. If this happens you will be given at least a 90 day notice before the change and will have three (3) options: 1) you can change your membership to match your counselors new level and continue your work with the counselor, 2) you may choose a new counselor at your current membership level and remain at your membership level, 3) you may cancel your membership and discontinue services.

Inflation & Cost of Living

The second kind of planned price increase you may experience during your membership is an inflation & cost of living increase. These increases happen every 2-3 years and usually range between a 10-15% across all levels of membership to adjust for increases in the cost of doing business and cost of living for our employees over time. Inflation & cost of living increases generally go into effect at the beginning of a calendar year. The last increase of this kind went into effect January of 2021 and the next planned increase is scheduled for January 2023. Your membership fees will not increase until after you have completed at least 1 year of membership at the price you began your membership at. Upon the annual anniversary of your membership your membership fee will adjust to the then current membership rate.

Insurance Reimbursement

To set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. The services MyCounselor.Online provides are religious-based counseling which may or may not be covered by health insurance. If your counselor is state-licensed and it is permitted under your



health insurance policy, your insurance may provide some coverage for the treatment you receive.

MyCounselor.Online is not in-network with any insurance provider, does not accept consignment of medical benefits, and does not bill insurance for services provided.

MyCounselor.Online will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of MyCounselor.Online fees. A receipt will be provided for you to submit to your insurance if you so desire.

To simplify the claim submission process, the MyCounselor.Online accounting office has contracted with an independent medical biller who can process claims on behalf of our clients. If you wish to take advantage of this service there is a \$5 fee per claim. MCO has no control over the amount of reimbursement you may or may not receive. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes MyCounselor.Online must provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, MyCounselor.Online has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. MyCounselor.Online will provide you with a copy of any report we submit if you request it.

Electronic & Phone Sessions

An electronic or phone session is defined as a counseling session conducted via internet video/audio conferencing or telephone. Advancements in technology have enabled the use of video counseling sessions that are very near an in-person experience. However, technology does not always cooperate. If an electronic session is scheduled and there is a technical difficulty where a video session is not possible, a phone session will be provided as an equivalent service.

*We cannot provide services if doing so could pose a danger to yourself or others, such as when you are operating a vehicle. You are responsible to be in a safe situation when you join your therapy session. If you are not in a safe situation at the time of your appointment you are still financially responsible for the time reserved.

Non-Discrimination

MyCounselor.Online is committed to helping all who come to us, regardless of age, sex, race, ethnicity or religious affiliation. We understand there are areas of counseling that are out of our expertise. In such cases, we seek to assist clients in locating the appropriate resources. MyCounselor.Online is a Christian organization and the services we offer are centered on Christian values. Even though we do not seek to impose personal values on the client, we do consider the spiritual along with the physical, social, and psychological aspects of the person.



Sexual Conduct

Please be informed that any sexual contact between client and counselor of any kind is strictly unethical and is not a part of any recognized therapy. Sexual intimacy, including intercourse, fondling or seductive language, **is not allowed and should be reported.**

Contacting Your Counselor & Member Support

You can find a directory of counselor contact information on our website here:

<https://mycounselor.online/contact/>

Your counselor may not be immediately available by telephone. While he or she may be in their office, they probably will not answer the phone when with a client. For non-emergency services please call our office at **855-593-4357**. When we are unavailable, our telephone is answered by an answering service voice mail that we monitor frequently. We will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform us of sometimes when you will be available.

If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. You may also contact the Emergency Hotline 24 hours a day by calling: 1-800-494-7355. If you are experiencing a life-threatening emergency, please call 911 or go to the nearest hospital emergency room.

If your counselor will be unavailable for an extended time, he or she will provide you with the name of a colleague to contact, if necessary.

Confidentiality

Unless you grant us written permission we will neither inform anyone that you are receiving counseling, nor will we disclose the content of counseling sessions.

However, there are some limits to confidentiality. These situations rarely occur in our practice, but if a similar situation occurs, your counselor will make every effort to fully discuss it with you before taking any action. The confidentiality must be broken if one or more of the following applies:

- In most legal proceedings, you have the right to prevent MyCounselor.Online from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order your counselor's testimony and/or case files if he/she determines that the issues demand it.
- There are some situations in which MyCounselor.Online is obligated to take action to protect others from harm, even if we have to reveal some information about a client's treatment. For example, if we believe that a child or elderly person or disabled person is being neglected or abused, we are required



to file a report with the appropriate state agency.

- If we believe that a client is threatening serious bodily harm to self and/or another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

Electronic Communication

While MCO is committed to maintaining the privacy and confidentiality of all communications between you and your therapist, it is important to know that the confidentiality of communication through electronic means such as: telephone, cell phone, e-mail, chat, or other electronic means cannot be guaranteed.

Supervision, Training, and Quality Assurance

Supervision & Consultation

Your counselor may occasionally find it helpful to consult other professionals about a case. During a consultation, every effort is made to avoid revealing the identity of our clients. The consultant is also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless your counselor feels that it is important to your work together.

If your therapist is pursuing state licensure, he or she may share the content of your session with his or her supervisor who is legally bound to the above-referenced limits of confidentiality.

Taping or recording of sessions

MyCounselor.Online is committed to providing the highest quality mental health and personal development counseling services possible. To ensure the quality of the services you receive and to facilitate the training of our counselors MyCounselor.Online may tape or record counseling sessions. This may include audio, video, and/ or live supervision. The signing of this counseling services agreement constitutes a release of liability and written permission to record your sessions for quality assurance and training purposes. A few things you should know regarding the recording of sessions are:

- You are not required to be recorded or have any obligation from being recorded.
- You can withdraw permission to record at any time.
- Recording is for the purpose of ensuring excellent client care and the training of therapists of MyCounselor.Online.
- All information presented in a recorded session will remain confidential.



Any concerns you may have regarding the recording process can be addressed at any time with your counselor or you may contact MyCounselor.Online at 855.593.4357 regarding this matter.

If you do not wish to have your counseling services recorded MCO may refer you to other counseling resources in the community where your counseling needs can be met without the recording of your sessions.

Minors Confidentiality

As a minor, when you meet with a counselor you and your parents will discuss the challenges you are facing in your life. Your counselor will ask questions, listen to you and suggest a plan for improving these problems. It is important that you feel comfortable talking to your counselor about the issues that are bothering you.

Sometimes these issues will include things you don't want your parents or guardians to know about. For most people, knowing that what they say will be kept private helps them feel more comfortable and have more trust in their counselor or therapist. Privacy, also called confidentiality, is an important and necessary part of good counseling.

As a general rule, your counselor will keep the information you share with them in your sessions confidential, unless they have your written consent to disclose certain information. There are, however, important exceptions to this rule that are important for you to understand before you share personal information with your counselor in a counseling session. In some situations, your counselor is required by law or by the guidelines of their profession to disclose information whether or not they have your permission. Some of these situations are listed below.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your counseling records. It is MyCounselor.Online's policy to request an agreement from parents that they agree to give up access to your records. If they agree, your counselor will provide them only with general information about your work together, unless he or she feels there is a high risk that you will seriously harm yourself or someone else. In this case, your counselor will notify them of his or her concern.

Furthermore, if you are involved in a court case and a request is made for information about your counseling or therapy your counselor will not disclose information without your written agreement unless the court requires them to. Your counselor will do all they can within the law to protect your confidentiality, and if they are required to disclose information to the court, they will inform you that this is happening.

Except for situations such as those mentioned above, your counselor will not tell your parent or guardian specific things you share with them in your private therapy sessions. This includes activities and behavior that your parent/guardian would not approve of or would be upset by but that do not put you at risk of serious and immediate harm.

However, if your risk-taking behavior becomes more serious, then your counselor will need to use their professional judgment to decide whether you are in serious and immediate danger of being harmed. If your counselor feels that you are in such danger, they will communicate this information to your parent or guardian. Your counselor may also provide them with a summary of your treatment when it is complete.



Before giving them any information, your counselor will discuss the matter with you, if possible, and do his or her best to handle any objections you may have with what your counselor is prepared to discuss.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have with your counselor at your next meeting. Your counselor will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and we are not attorneys.

Minors must be accompanied by a parent or guardian to their first appointment.

Couples Therapy Confidentiality

Relationship counseling works best when the focus of our work is on your relationship. When working with you, it is expressly understood that our client is both your relationship and each of you as individuals. To maintain fidelity to both of you and to your relationship, we ask for your consent on the following agreements.

No Secrets Policy

When a couple enters into counseling, it is considered to be one unit. This means that our allegiance is to the couple "unit," and not to either partner as individuals. We find this is particularly important in creating a space where both partners can feel safe. Therefore, we adhere to a strict "No Secrets" policy. This means that we will not hold secrets for either partner. This policy is intended to allow us to continue to treat the couple by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated.

Individual Sessions & Couples Counseling

On occasion during the counseling process, individual partners may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couple's counseling relationship. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the couple. If an individual chooses to share such information with their counselor, we will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information within the couple's session, we may determine that it is necessary to discontinue the counseling relationship with the couple. If there is information that an individual desires to address within a context of individual confidentiality, we will be happy to provide referrals to therapists who can provide concurrent individual therapy. This policy is intended to maintain the integrity of the couples/marital counseling relationship.

Court Proceedings/Subpoena of Records

It is understood that the purpose of marital/couples therapy is for the amelioration of distress within a relationship. Therefore, if both partners request our services as counselors, they are expected not to use the information given to us during the therapy process against the other party in a judicial setting of any kind, be it civil, criminal, or circuit. Likewise, neither party shall for any reason attempt to subpoena our testimony or records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce case.



Release of Records

Both partners must provide their consent to release marital/couples counseling records. If one partner does not provide consent, records will not be released.

Group Therapy Confidentiality

The promise of confidentiality helps to maintain emotional safety in group therapy. Group facilitator(s) are bound to maintain confidentiality and group members are bound by honor to keep what is said in the group confidential. It is recognize that group members may want to share what they are learning in group with family and friends outside of group. A member may share one's own experience in terms of skills learned and realizations made, as long as all information regarding other group members is kept private and confidential.

Notice of HIPAA Privacy Practices

While MyCounselor.Online is a provider of religious-based counseling and thus is not subject to HIPAA, we believe the standards of practice established by HIPAA are important to quality client care. We, therefore, choose to operate in accordance with HIPAA standards.

This notice describes how personal information about you may be used and disclosed and how you can get access to this information in accordance with HIPAA standards. Please review it carefully.

Uses and Disclosures for Treatment, Payment and Health Care Operations

MyCounselor.Online (MCO) may use or disclose your protected health information (PHI) for treatment, payment, and health care operations for the purposes within your written authorization. To help clarify these terms, here are some definitions:

- The term "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment and Health Care Operations"
- Treatment is when we provide, coordinate, or manage your mental health care and related services. An example would be when your counselor consults with another health care provider, such as your family physician or another counselor.
- Payment is if MCO were to be reimbursed for services provided to you or assist you in receiving reimbursement for services provided to you. Examples of payment-related disclosures are when information is disclosed to your health insurer for the purposes of reimbursement to you or to determine



eligibility or coverage.

- Health Care Operations are activities that relate to the operation of MCO's office practices. Examples are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management, scheduling and care coordination.
- "Use" applies to actions within MCO such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of MCO such as releasing, transferring, or providing access to information about you to other parties.
- "Authorization" is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

Authorization to Leave a Message with Protected Health Information

The HIPAA Privacy Rule allows MyCounselor.Online providers and staff to communicate with clients regarding their health care whether through email, by phone, or in some other manner. In addition, the Rule does not prohibit MCO providers and staff from leaving messages for patients on their answering machines.

By signing this document, you are authorizing MCO to leave messages that contain protected health information (PHI). Messages that contain PHI may include appointment information, payment information and treatment plans. The goal of this authorization is to decrease the call volume and delay in communication between patients, staff and providers. However, to reasonably safeguard patient privacy, MCO providers and staff may limit the amount of information disclosed on the answering machine.

This authorization is in effect until cancelled in writing.

Other uses and Disclosures Requiring Authorization

MCO may disclose PHI for purposes outside of regular treatment, payment, or health care operation only when you sign a specific authorization for that purpose. An "authorization" is written permission above and beyond the general consent that permits the normal PHI disclosures. An example would be if an attorney or one of your family members wanted to know about your treatment. In those instances, your MCO counselor would obtain written authorization from you before releasing this information.

PHI normally includes information such as the date and time of a session, the type of session (individual,



couples, testing, etc.), fee, diagnosis codes, basic treatment plan, and your counselor's name, credentials and signature. "Psychotherapy Notes" are more detailed and sensitive notes made about your conversations during a counseling session which your counselor has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. MCO will need to obtain signed authorization from you before releasing these notes.

You may revoke all such authorizations of PHI or psychotherapy notes at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) MCO has relied on that authorization and already followed through on the action you authorized; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures with Neither Consent nor Authorization

MCO may use or disclose PHI **without** your consent or authorization in the following circumstances:

- **Child Abuse:** If MCO has reasonable cause to believe a child under the age of 18 has been abused or neglected, MCO must report this belief to the appropriate authorities.
- **Adult Abuse:** If MCO has reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon such disabled adult or elderly person, other than by accidental means, or has been neglected or exploited, MCO must report that concern to the appropriate authorities.
- **Health Oversight Activities:** MCO may disclose PHI regarding you to a health oversight agency for oversight activities authorized by law, including licensure and disciplinary activities. Examples would be to a State Committee of Licensed Professional Counselors or to the State Committee of Psychologists.
- **Judicial and Administrative Proceedings:** If you are involved in a court proceeding and a request is made about professional services MCO provided you or the records thereof, such information is privileged under state law, and MCO will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If your provider at MCO determines, or pursuant of the standards of their profession would determine, that you present a serious danger of violence to yourself or someone else, MCO may disclose information in order to provide protection against such danger for you or the intended victim.
- **Worker's Compensation:** MCO may disclose PHI regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.



Patient's rights and Therapist's Duties

Right to request restrictions. You have the right to request restrictions on certain uses and disclosures of PHI. However, MCO is not required to agree to a restriction you request.

Right to receive confidential communications by alternative means and at alternative locations. You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing a counselor at MCO. On your written request, MCO will send your bills to another address.

Right to inspect and copy. You have the right to look at and/or obtain a copy of PHI and psychotherapy notes in the mental health and billing records used to make decision about you for as long as PHI is maintained in the record. MCO may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, MCO will discuss with you the details of the request and denial process. If you desire copies, we will charge a fee for costs associated with our request including the cost of copies, mailing or other supplies in accordance with Federal and/or State regulations.

Right to amend. You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. MCO may deny your request. On your request, MCO will discuss with you the details of the amendment process.

Right to accounting. You generally have the right to receive an accounting of the disclosures of PHI. On your request, MCO will discuss with you the details of the accounting process.

Right to a paper copy. You have a right to obtain a paper copy of this notice upon request, even if you have agreed to receive this notice electronically.

Duty. In the case of marital counseling, it is the position of MCO that therapists not engage in the withholding of information vital to the relationship from spouses. Specifically, infidelity, criminal acts, and behaviors of a spouse which place the other spouse at risk of physical or emotional damage will not be kept private. Instead, your therapist will work with you on a plan of disclosing this information to your spouse as a part of a couple's session set at the soonest possible date.

MyCounselor.Online Duties

- MCO is required by law to maintain the privacy of PHI and to provide you with a notice of MCO's legal duties and privacy practices with respect to PHI.
- MCO reserves the right to change the privacy policies and practices described in this notice. Unless MCO notifies you of such changes, however, MCO is required to abide by the terms currently in effect.



- If MCO revises its policies and procedures, MCO will provide you with an updated notice at a scheduled visit with your counselor or by email. MCO will also post this notice in a public areas of its website.
- MCO cannot guarantee the absolute confidentiality of electronic & phone sessions, as these are not in office sessions and utilize technology beyond the counseling center.

Complaints

If you are concerned that MCO has violated your privacy rights, or you disagree with a decision made about your access to records, you may contact our CEO, Josh Spurlock, at 720-306-8992.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Information about filing such a complaint can be found online at: <https://www.hhs.gov/hipaa/filing-a-complaint/complaint-process/index.html> or the person listed above can provide you with the appropriate address upon request. Please note that you will not receive retaliation for filing a complaint with either MCO or the U.S. Department of Health and Human Services.

Effective Date, Restrictions, and Changes to Privacy Policy

This policy went into effect on July 16, 2022. MCO reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that MCO maintains. MCO will provide you with a revised notice at the time of your next visit to our facilities or by mail.

SMS Opt-In

The Telephone Consumer Protection Act requires client consent to opt-in to receiving SMS text messages. By signing this document, you authorize MyCounselor.Online to text appointment reminders to the number(s) you provide. You are responsible for any carrier fees associated with receiving texts. You may opt-out of text reminders at any time by replying "STOP" to the automated message or by contacting our office in writing.

Website Privacy Policy and Terms of Service

The MyCounselor.Online website [Privacy Policy](#) and [Terms of Service](#) are incorporated in this informed consent document by reference, you are affirming your agreement to both by receiving services from MyCounselor.Online.



Consent and Agreement to Terms of Service

When you have read this document please electronically sign it below. Your signature indicates you have read and understood the conditions as read and agree to receive services under these conditions.

Client Information

Name: Josh Spurlock

Address: 2131 S Eastgate Ave
Springfield, MO 65809
United States

Phone: (720) 306-8992

Email: josh.spurlock@mycounselor.online

Emergency Contact

Name: Cassie Spurlock

Phone: (720) 306-8992

Relationship to Client: Spouse

x Josh Spurlock

Signed By Josh Spurlock
Signed On: July 16, 2022



Signature Certificate

Document name: Informed Consent Documents (ICD) - Josh Spurlock

🔒 Unique Document ID: AD53826F62FF42742CA926EA44ED15625434FF59

LEGALLY SIGNED USING
WP *esignature*
Build. Track. Sign Contracts.



Josh Spurlock
Party ID: 43f59902-b065-43b6-b3e4-ab5b425d4f6c
IP Address: 173.17.202.138
Security Level: E-mail

Digital Signature:

Josh Spurlock

Multi-Factor
**Digital Fingerprint
Checksum**

**20d989508da145ebbd6e2b5d3ab3716
d**



Timestamp

July 16, 2022 12:48 pm CDT

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July 16, 2022 12:48 pm CDT

Audit

Informed Consent Documents (ICD) - Josh Spurlock
Uploaded by Josh Spurlock -
webmaster@mycounselor.online IP 75.57.19.25

Document viewed by Josh Spurlock -
Josh.Spurlock@mycounselor.online IP 173.17.202.138

Document signed by Josh Spurlock -
Josh.Spurlock@mycounselor.online IP 173.17.202.138

Intake Forms - intakeforms@mycounselor.online added
by Josh Spurlock - webmaster@mycounselor.online as a
CC'd Recipient Ip: 75.57.19.25

The document has been signed by all parties and is now
closed.



This audit trail report provides a detailed record of the
online activity and events recorded for this contract.

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