



Aaron Mertes PhD, LPC-IT, CRC

Informed Consent and Disclosure Statement

Purpose

This document is intended to inform you of the nature of our counseling relationship. It outlines not only what counseling is like but also the business practices that you should be informed of prior to entering a relationship as a client.

Education, Training, and Experience

In 2015 I received a graduate degree in Rehabilitation Counseling from St. Cloud State University and am qualified to do mental health counseling as well. I received a PhD in Counselor Education and Supervision from The University of Iowa in 2019. During those times I had worked in a community mental health center, as an outpatient therapist, as a county crisis therapist, and an inpatient hospital therapist. I've also operated a small practice working with injured workers and veterans, as well as specialty practices in forensic rehabilitation counseling, such as life care planning. My work history began working with people with various disabilities in residential facilities and work readiness programs, but I've also worked to support people with disabilities in higher education. I'm currently an assistant professor of mental health and school counseling at the University of Wisconsin – Whitewater.

Therapeutic Style and Technique

More and more clients are becoming savvy with understanding the services therapists provide. Many will say that they follow a specific theoretical perspective, while others will draw on the study of various models depending on the needs of the client. My style is first and foremost informed by Emotion Focused Therapy (EFT) techniques grounded in Attachment and Neurobiological trauma treatments. What this means is that clients are impacted by life events, very often with people that they care deeply about like caregivers, family, friends, or other authority figures in their lives. When this works well, we build strong bonds, not only in the parts of our brain that produces thoughts, but also the deeper emotional parts that trigger us to move closer to or away from other people. This movement toward or away describes a system, often referred to as Systems Theory, and is primarily a conceptual tool for those working with couples and families. When working with individuals, this system is important, but often people are discussing these relationships within the grand scope of their life, their existence as a person, and in these cases I draw from Existential foundations to understand people within the grand scheme of their physical and spiritual life. Finally, in supporting one person or multiple people, emotions are not the only part of our experience, but thoughts and behaviors are as well, so Cognitive Behavioral Therapy (CBT) principles are useful to provide additional treatments.

Counselors have an obligation to support anyone who hurts. Pain is a universal part of human experience, but it happens within the context of the culture of each client. My hope is that I can attend to pain as a

condition of all people and do not discriminate the culture of people. That means regardless of your spiritual tradition, gender orientation, age, skin color, or anything else that makes you unique, I hope to support you in being as well as you can be. There are legally protected classes, but therapy depends on a shared sense of belonging with others, and it is my goals to provide that by seeing your uniqueness and appreciating both the culturally appropriate and the taboo. It is central to therapeutic progress to maintain relationship despite the person you are on the outside or the inside, so to say I strive to not discriminate goes beyond just the legal definition and extends to all people in all circumstances. If I do my job well, I provide space for people who have made bad decisions, are ashamed of parts of themselves, hold regrets, and look and act differently than others. Some of those parts of you are unhealthy, but it is not my place to judge; only to help hold space for you to see them more clearly. In practical terms, I will work with anyone who wishes to work with me, provided I have the expertise and ability to help. Controversial terms like gender affirming and sex positive absolutely have a place for some counselors, but I tend to not use those words because it is my style to let you choose how to identify yourself, choose your own cultural values, and simply support you in becoming the person you feel you need to be. After all, I don't have to live with the consequences of your choices, you do.

To be more concise, I have experience with suicidal clients and supporting trauma recovery. I have experience supporting people with disabilities, specifically in benefit systems, career transition, adjustment to medical conditions or new diagnoses, or in educational settings. I have worked with high conflict couples in through divorce processes and those seeking to develop deeper relationship with each other. I have worked with LGBTQIA+ individuals and those with traditionally devout Christian values. I am willing to work with Children, but often refer out to people who are able to provide more specific services depending on the needs of the child or family. One area of unique expertise I have is in working with people with disabilities, new diagnoses, or post-injury, specifically if you are dealing consistently with legal or medical situations. If there is something I can do, I will try. If there is something I can't do, I will discuss this with you and help find appropriate resources.

Risks and Benefits

Neither life, nor counseling, promise to be easy. Sometimes in life, it's two steps forward one step back. Likewise, sometimes in counseling it can get harder before it gets easier. It's common for people to build up coping strategies throughout life, then experience a difficult time and it takes some intentional "breaking down" those engrained coping strategies to build in new ones. In practical terms, when starting treatment, some people experience new and different emotion throughout the course of therapy. Other people experience it differently. For some, the mere showing up to therapy provides some relief and it feels better for a while... until the real work begins.

The point with this is that people experience therapy differently, but almost all of it involves some level of risks. Some therapy is like having to take a medication with a side effect of dry mouth. It's mildly uncomfortable, but nothing more than an inconvenience. Other therapy is like open heart surgery, which requires many tests, much preparation, and recovery periods. As we go through, it is important

that we discuss the risks and benefits for you, but know that it is so personal that I won't be able to predict everything.

With that said, therapy has the power to revive marriages, transform pain into power, or just be a salve that soothes and nurtures. If done well, it can help you change your life and your place in it. This is all pretty vague, because what is a reasonable expectation for you needs to be something we find out together, but something I found out through my own therapy, formal training, and work experience is that is worth it. It can be scary and hard, but worth it. By signing this document, you are agreeing to both the potential risks, as well as the rewards.

Supervision

I'm currently under the supervision of Kevin O'Brien as I earn hours toward full and independent licensure. This means that Kevin is also responsible for your care and we routinely discuss clients in order to ensure that I'm learning to support you the best way possible and you get the best care. Both of us understand that your life is yours and we uphold the highest ethical standard for your privacy and confidentiality. Should you have any issues or questions with our experience, he is a person you can reach out to with questions or concerns. Here is his contact information:

Name: Kevin O'Brien

Phone/Email: klobr1106@gmail.com : (414) 255-0805

License Number: 162-123

Contact Address: 759 North Milwaukee Street, Suite 414, Milwaukee, WI 53202

Complaints

If you have complaints about any of my professional services, I welcome you to discuss these with me first. If you do not wish to do so, you are welcome to contact my clinical supervisor above to discuss. If neither of those resolve the issue or if you need to file a more formal complaint, you have the right to do so with the state of Wisconsin.

Wisconsin Department of Professional Services – File a Complaint

<https://dsps.wi.gov/Pages/SelfService/FileAComplaint.aspx>

Services provided

I provide mental health counseling (therapy) and rehabilitation services for individuals, couples, and families for both diagnosable mental health disorders and, well, just regular and normal life circumstances. What exactly that means for each client might be slightly different, but you can expect a 50 minute session and we can discuss your needs. I can provide the following services at request:

- Diagnostic evaluation for mental disorders
- Career transition or planning services

Services provided to minors

If you are under the age of 18, know that your parents have the right to examine your treatment records if they insist. In most cases, I'll talk with them and you about the risks and benefits of maintaining confidentiality and the therapeutic benefits of privacy, but it is their legal right to be informed about your treatment. As with all clients, it is in both of our best interest to maintain trust, so we'll have open conversations about all of this except in one important situation. If there is a high risk that you will seriously harm yourself or others, I am required by law to notify them. Please let me know about any reservations so we can resolve any concerns you may have.

Confidentiality

Clients of therapists have special legal protection that keeps anything you say to a therapist private. It's called *privileged communication* and it means that everything is confidential, except three special circumstances: 1.) If you indicate harm to yourself or others, 2.) if there is abuse to children or vulnerable adults, or 3.) there is a written subpoena from a judge. In these cases I am required by law to break confidentiality. Know that your wellness is my priority and will do whatever I can to maintain your confidentiality.

Termination

Termination just means, "the end of therapy." Usually therapy comes to a natural end or clients discontinue services on their own, but in some circumstances I make early determinations to end our relationship. There are many circumstances in which this might happen, but there are several to note here.

- Termination for non-payment – I reserve the right to discontinue services or cancel scheduled session (with written notice) if you have more than 2 unpaid sessions. (This is usually an issue if we've discussed and agree to special circumstances)
- If our therapy may actually be doing more harm than good

In-Person/Virtual

I currently do not have an office dedicated to counseling and generally conduct telehealth sessions so clients can manage their privacy to find their own comfortable and confidential space. However, depending on circumstances, in-person counseling spaces may be arranged. These will be done at the discretion of Aaron in the event that the space is not suitable for privacy.

Scheduling

Contact:

Cancellation:

Fees/Insurance/payment

I charge 75\$ per session at a cash-pay rate and do not accept insurance at this time. If you have any financial hardship and cannot afford to continue counseling, please discuss this with me so we can arrange options. Payment should be made upon completion of each session at <https://aaronmertes.com/therapy/> or as arranged.

Cancellations

Please provide me with no less than 24 hours notice if you need to cancel an appointment.

Appointments cancelled with less than 24 hours notice will be subject to a \$25 fee. More than one

“no show” or missed appointment without contact or valid reason is subject to termination at the discretion of Aaron Mertes. I am not able to provide appointment reminders at this time and expect all clients to be responsible for managing their own time.

Records

The records that I keep are not used for diagnostic purposes, unless requested, and are generally used to facilitate the counseling relationship, i.e., to help me track and remember details of our work. I’m generally open to clients seeing those records because I believe it is important in developing trust to know both what I think of you and what I write about you. However, I generally do not give those records out unless a written request is made by you. If those records include details about children, spouses, or other people involved in your treatment, it is important to allow them the ability to manage the information I keep on them, such as a situation where I see couples and families. So, should you wish to have a record that involves others, I will provide it for a \$50 fee to allow for time to redact important details that are private to them. This way I am able to allow you to maintain control of the information applicable to you and them theirs.

Client Rights

Your therapy is an important part of your life story and you have the right to make decisions about “where your story lives.” Brene Brown calls this part of therapy “story stewardship.” In other words, if you entrust and gift details of your life with me, I have a responsibility to treat those details with care and respect, which professionally means I have an ethical and legal obligation to maintain confidentiality. Professionally I keep your details safe with me, except in the exceptions outlined above, but personally I believe your story is yours to manage. That means that you can say or not say anything you wish to me. That is your choice. Once you do include me into your private life, I have an obligation to care for that part of you, but I also believe that it is your right to discontinue services and expect that same level of stewardship of the story of your life.

I say this because I want you to be well and if I can help with that, I am honored to do so. If I can’t, you should find the right person who can. You do not need to explain yourself to me and I encourage you to seek therapy or support in whatever way you need to. I will do my best to help protect your right to make decisions and will even provide support for you to find the therapist that is right for you.

Emergencies and Crisis

Personal crises happen. Some I can help with and some I cannot. If you need immediate support outside of scheduled session, below are some contacts that I encourage you to use if you need.

Suicide Helplines:

National Suicide & Crisis Lifeline: 988:

This three-digit number connects callers to the 988 Suicide & Crisis Lifeline, providing free and confidential support 24/7 for individuals in distress.

Local Suicide Hotlines: <https://www.preventsuicidewi.org/county-crisis-lines>

Informed Consent for Telehealth Therapy

Most of the above information applies to online or “telehealth” therapy, but there are some significant differences that you should be aware of.

1. Identity and location verification

- a) You may be asked to provide identity verification by showing a valid form of identity such as a driver’s license. In most cases this happens with new clients once, but in some rare cases it needs to be asked again.
- b) For safety reasons, I will use your address on file only in the event of an emergency. If your location changes, it is your responsibility to notify me of the exact physical address.
- c) I can only provide counseling services within the state of Wisconsin. It is the client’s (your) responsibility to notify me if you are not physically located in Wisconsin.

2. Technology

- a) I use only HIPPA-compliant video services, which follows federal laws for privacy.
- b) Clients (you) are responsible for the functioning and security of your own devices. I can only be responsible for the confidentiality of my hardware, software, or use of either.
- c) I will never record or screenshot audio or images of you or your therapy without your expressed permission. I also expect that you do not save video or audio recordings or images of our therapy sessions without my knowledge and permission.
- d) In the event of an unplanned outage or service disruption, I will call you with the number shared

3. Unique Risks

- a) Online therapy is not suitable for all conditions or ages. It is up to your counselor to determine risk and appropriateness to ensure that you are getting the best and safest care possible.
- b) In the event of risk of harm, your counselor may need to find more appropriate services for you.

4. Privacy

- a) It is your responsibility to ensure that your environment is private and confidential. Also, I reserve the right to discontinue therapy if I deem the environment unfit for adequate therapy to take place such as in cars or public places. Therapy cannot be conducted in a way that puts you at risk.
- b) All HIPPA laws regarding the privacy and confidentiality of your medical information apply to telehealth therapy just like in-person therapy.

Acknowledgement

I have read and understand the above content and agree to begin a formal counseling relationship under the terms established above. This signature agrees to the conditions above, but I understand that I can discontinue services at-will at any time with no repercussions.

Client Signature Parent/Guardian

Date

Please Provide for Emergencies:

Address: _____

Address: _____

City, State: _____

Zip: _____

Phone: () _____

Emergency Contact: _____

Phone: () _____

Privacy Notice of Policies and Practices to Protect the Privacy of Your Health Information (HIPPA)

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

1. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- a. “*PHI*” refers to information in your health record that could identify you.
- b. “*Treatment, Payment and Health Care Operations*”
 - i. *Treatment* is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - ii. *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. This may include an electronic clearing house used to bill electronically and a technology company to help us manage our computer systems.
 - iii. *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination. This may include an answering service, shredding company, and financial services.
- c. “*Use*” applies only to activities within Psychology & Counseling Associates (PCA) such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- d. “*Disclosure*” applies to activities outside of my PCA, such as releasing, transferring, or providing access to information about you to other parties.

2. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. You must sign an authorization for releases that are not mentioned in this Privacy Notice in Section III below. You may revoke all such authorizations at any time, provided each revocation is. You may not revoke an authorization to the extent that (1) we have relied on that authorization; 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.

3. Uses and Disclosures with Neither Consent nor Authorization

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

- a. **Child Abuse:** If we have reason to suspect, on the basis of our professional judgment, that a child is or has been abused, we are required to report our suspicions to the authority or government agency vested to conduct child abuse investigations. We are required to make such reports even if we do not see the child in our professional capacity. We are mandated to report suspected child abuse if anyone aged 14 or older tells us that he or she committed child abuse,

even if the victim is no longer in danger. We are also mandated to report suspected child abuse if anyone tells us that he or she knows of any child who is currently being abused.

- b. **Certain adolescent sexual relationships:** We also must report it when adolescents less than 13 years of age engage in sexual activity or when adolescents less than 16 years of age engage in consensual sexual activity with someone more than four years older.
- c. **Adult and Domestic Abuse:** If we have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we may report such to the local agency which provides protective services.
- d. **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services we provided you or the records thereof, such information is privileged under state law, and we will not release the 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.
- e. **Serious Threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure yourself or an identified or readily identifiable person or group of people, and we determine that you are likely to carry out the threat, we must take reasonable measures to prevent harm. Reasonable measures may include directly advising any potential victim of the threat or intent, contacting the police, contacting your family member(s), or seeking hospitalization. These situations rarely occur, but if they do, we will make every effort to fully discuss it with you before taking action.
- f. **Worker's Compensation:** If you file a worker's compensation claim, we will be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.
- g. **When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law:** This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as Health and Human Services or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

4. Patient's Rights and PCA's Duties

Patient's Rights:

- a. *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
- b. *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 us. Upon your request, we will send your bills to another address.)
- c. *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.

- d. *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- e. *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- f. *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.
- g. *Right to Request Records in an Electronic Format*- You have a right to receive a copy of your PHI in an electronic format if it is readily producible and to the extent possible, or (through a written authorization) designate a third party who may receive such information.
- h. *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket (Self-Pay)*- You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.
- i. *Right to be Notified if There is a Breach of Your Unsecured PHI*- You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised. See Breach Notification section below for more information on breach of information and risk assessment.

PCA's Duties:

We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

- a. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- b. If we revise our policies and procedures, we will post a notice of the revision in the waiting room and notify you at your next appointment.

Breach Notification:

- a. If we become aware of or suspect a breach, as defined in Section 1 of the breach notification Overview (see Attachment A), we will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. We will keep a written record of that Risk Assessment.
- b. Unless we determine that there is a low probability of that PHI has been compromised, we will give notice of the breach as described in Sections 2.B and 2.C of the breach notification Overview.
- c. The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, we will provide any required notice to patients and Health and Human Services.
- d. After any breach, particularly one that requires notice, we will reassess its privacy and security practices to determine what changes should be made to prevent the reoccurrence of such breaches.

5. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact Jeffrey Walters, Psy.D., at 610-970-5234, voice mail 247,

or by fax at 610-970-0945 or by mail at this address. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

6. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003

I have received a copy of the HIPAA Privacy Notice Form.

Print Name	Signature	Date
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Print Name (relationship if minor)	Signature	Date
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AUTHORIZATION TO RELEASE/EXCHANGE INFORMATION

Name of Client

Date

I, _____, hereby authorize Therapy Changes hereinafter "Provider") to disclose/exchange mental health treatment information and records obtained in the course of psychotherapy treatment, including, but not limited to therapist's diagnosis, of the client listed above to:

Name

Phone

Address

Fax

City

State

Zip

I am requesting this disclosure of information and records for the following purpose:

At the request of the individual Other: _____

The specific uses and limitations of the types of health information to be released are as follows: (Check all that apply)

Treatment Coordination Treatment Planning Diagnostic Refinement

Other: _____

Such disclosures shall be limited to the following specific types of information:

Psychiatric diagnosis(es) Dates of Treatment Treatment Summary

Initial Treatment Plan Full Treatment Record Other: _____

This authorization shall remain valid until: (not to exceed one year): _____

I understand that I have a right to receive a copy of this authorization. I understand that any cancellation or modification of this authorization must be in writing. I understand that I have the right to revoke this authorization at any time unless Provider has taken action in reliance upon it. And, I also understand that such revocation must be in writing and received by Provider to be effective.

Provider shall not condition treatment upon my signing this authorization and I have the right to refuse to sign this form. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by the HIPAA Privacy Rule, although applicable California law may protect such information.

Client Print

Signature

Date

Guardian Print

Signature

Date