



## COUNSELING INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights in which you should be aware. As a therapist, I have corresponding responsibilities to you.

### **My Responsibilities to You as Your Counselor**

#### **I. Confidentiality**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider.

This building and the counseling office lobby is a public space and, as such, there is a possibility of seeing someone you know.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.

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3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would seek professional help for your benefit.
4. If it is required of me for a legal case where I receive a court order or a valid, signed authorization exists allowing or requiring the release of information.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me. If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner.

## **II. Record-keeping**

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time, giving me the chance to print it out from my computer. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

## **III. Diagnosis**

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. *I do not normally use diagnosis*, but if I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-5.

## **IV. Answering Questions**

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Kansas Behavioral Science Regulatory Board at 785-296-3249. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

## **V. Managed Mental Health Care**

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the MC company as needed.

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## **Your Responsibilities as Client**

**1. You are responsible for coming to your session on time and at the time we have scheduled.** Sessions last for 50 minutes. If you are late, we will end on time and not run over into the next person's session.

**2. You are responsible to pay for your sessions.** The cost for each 50 minute session is \$150. We will not keep a running tab for your counseling. **Any session cancelled within 24 hours of a scheduled appointment will be charged \$150 – cancellations for reason of any emergency within 24 hours will be charged \$75.**

**Court Appearance Cost** - If I am legally required to make a court appearance due our professional relationship, I will require you pay a charge of \$300 per hour for the time I am required to spend in court. In these cases, payment is required in advance.

**Insurance** - I do not accept insurance for payment. I encourage you to submit a claim to your insurance company seeking reimbursement of your counseling payment. Upon request, I can send you a statement by email which can be used to seek reimbursement.

**Health Savings Account** – Most HSA accounts will allow you to pay for counseling sessions from your HSA account.

**3. You are responsible for doing the assigned work outside of sessions.** Therapy is greatly enhanced by your willingness to think, read, write, and practice relational exercises in between sessions. As the client, you agree to make every effort to enhance the results of counseling by working diligently outside of sessions on relationship assignments given by the counselor.

## **My Training and Approach to Therapy**

I have a BA in Bible & Theology from Moody Bible Institute in Chicago, IL, and a Masters in Counseling from MidAmerica Nazarene University. I have also completed post-graduate work in theological studies at Covenant Theological Seminary. I am a Licensed Clinical Professional Counselor (LCPC) licensed in the state of Kansas.

I believe that people are made to experience the peace and comfort that comes from love. Love honors. Love accepts. Love pursues. Love believes. Love endures. Love is designed to create a relational environment of positional security. We are not left on our own to wonder if we are ok, or secure, in this relationship. On the contrary, when doubts arise, love allows us to seek fulfillment of the needs with which we were designed and created - such as peace, comfort, security, significance, and joy.

Secure love is pictured ultimately in the relationship of God with his chosen people. He chooses, redeems, provides a new secure and significant identity through Jesus Christ, and then promises to be always be faithful to sustain and provide for our every need. Of course, none of us can love as God loves His beloved children, but the picture is clear for how our relationships are to function best. God is love, and we learn how to love one another best through knowing what He says and does, and experiencing relationships His way. My counseling employs this picture of secure love in the gospel within a theoretical framework of attachment theory and systemic thinking.

## **Risks and Benefits of Counseling**

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

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**Ways Therapy Might End**

You normally will be the one who decides when therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

**My Extended Absence**

I am away from the office several times in the year. I will tell you well in advance of any lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you experience an emergency when I am out of town, or outside of my regular office hours (which are 9a-4p Monday-Thursday), please call 911, or go to the nearest hospital emergency room for assistance.

**Code of Ethics**

I function under the ethical guidelines established by the Christian Association of Psychological Studies.  
<http://caps.net/about-us/statement-of-ethical-guidelines>

**Client Consent to Counseling**

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fees outlined in this document. I further understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Rick Pierce. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Rick Pierce. I am over the age of eighteen.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Counselor: \_\_\_\_\_

Date: \_\_\_\_\_



## Waiver of Medical Consultation

I understand that under the provisions of KSA 65-6404(b)(3) my counselor is required to consult with my primary care physician or a psychiatrist to determine if there may be a medical condition or medication that is causing or contributing to any observed symptoms of a mental disorder.

In the event that I do not have a primary care physician or psychiatrist, I acknowledge that my counselor has recommended that I seek medical consultation.

### **Waive My Right for Consultation:**

**I do not wish for my counselor to contact my physician.**

By signing below I am indicating that I waive my right to such consultation and I do not wish for my counselor to contact my physician. I am also aware that this waiver will become part of my client record.

\_\_\_\_\_

Client Signature

Date

\_\_\_\_\_

Client Signature

Date

\_\_\_\_\_

Counselor Signature

Date