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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 for healing and change. As a client in counseling, 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 that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality and Communication

With the exception of certain specific exceptions described below, you have the right to the confidentiality of your therapy. You may direct me to share information with whomever you choose, 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 ensures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending receipts or faxing information), it will be done with special safeguards to ensure confidentiality.

Exceptions

In keeping with standards of practice, I may consult with other mental health providers regarding care and management of cases. The purpose of this consultation is to ensure quality of care. I will maintain confidentiality and protect your identity by not using real names or any identifying information.

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.
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 am not obligated to do this, and 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 call the crisis team.
4. If I am required to provide information in legal cases when under court order.

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

E-mail and Text

In order to communicate with you by email or text message, you need to be aware of confidentiality and other issues that arise when we communicate electronically. By signing this document, you consent to the following:

I understand that all e-mail messages are sent over the Internet. If they are not encrypted, they are not secure.

I understand that my e-mail communications with my therapist will NOT be encrypted and, therefore, my therapist can NOT guarantee the confidentiality and security of any information I send to him or that he sends to me via e-mail. I understand that SMS (text) messages are even less secure than e-mail, and the same conditions apply.

I understand that for this reason my therapist has advised me not to send sensitive information via e-mail or SMS message. This includes current or past symptoms and treatment.

I hereby give permission for my therapist to reply to my messages via e-mail, including any information that he deems appropriate, that would otherwise be considered confidential. I agree that my therapist is not liable for any breach of confidentiality that may result from this use of e-mail via the Internet.

I understand that my therapist will limit SMS messages to brief inquiries or responses regarding scheduling.

I understand that my therapist may at times e-mail me information about resources that I can use as part of my treatment. I hereby consent to receive such information via e-mail.

I understand that e-mail and SMS communication should not be used for urgent or sensitive matters since technical or other factors may prevent a timely answer. I understand that if I use email or SMS to make or request scheduling changes it is my responsibility to confirm that my therapist has received my communication more than 24 hours before the appointment time being changed.

If I do not receive an answer to a routine e-mail or text message within two working days, I understand that I should call my therapist.

I understand that all e-mail and SMS communications may be made part of my permanent medical record and would be accessible to anyone given access to those records. I also understand that I may withdraw permission for my therapist to communicate with me via e-mail or SMS by notifying my therapist in writing.

Contact Outside of Scheduled Session

When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time: By phone and text @ 913-214-2814. You may leave a message on the voicemail, which is confidential. By email at justin@catalystcounselingkc.com. I cannot promise that I will be available at all times; I do not provide 24/7 service. When I am unavailable for an extended amount of time, you will be provided with the number of another therapist in the office. If you have an urgent crisis, I will see you as soon as I can realistically schedule an appointment. You are welcome to call me during normal business hours (8am-5pm) at 913-214-2814 and leave a message detailing the urgency. However, my private practice is not set up to respond to truly emergent situations. If you are having an emergency and I am not available, you may choose to call 9-1-1 or to proceed to the nearest emergency department.

II. Record-keeping.

Under the provisions of the Health Care Information Act of 1992, you have the right to a copy or summary of your file at any time and will be billed per hour for this request. You have the right to request that I make a copy or summary of your file available to any other health care provider at your written request. I maintain your records in a secure location. I keep them for 5 years from your termination of services or your last appointment. All client records are printed to a printer that is connected through a wireless router. I understand that printing wirelessly is not entirely secure and that my therapist is not responsible should the security of wireless printing be compromised.

III. Diagnosis

If a third party is paying for part of your bill, I may be required to give a diagnosis to that third party in order for you to be reimbursed with your receipt of care. All of the diagnoses come from the DSM-V. I will be glad to discuss with you your diagnosis.

IV. Other Rights

You have the right to participate in setting goals and evaluating your progress toward meeting them. 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 and I ask that you inform me if you do choose to end therapy.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm or church, there may be further limitations to your rights as a client imposed by the contract of this managed care. These may include their decision to limit the number of sessions available to you, or to decide the time period within which you must complete your therapy with me. They may also decide that you must see another therapist in their network rather than me if I am not on their list. Such care may require some sort of detailed reports of your progress in therapy. I do not have control over any aspect of their rules. However, I will do what I can to maximize the benefits you receive by filing necessary forms, gaining required authorizations and assisting you in advocating for your well-being and therapy.

VI. Benefits and Risks of Therapy

Any time you seek therapy to work on your personal struggles or relationship difficulties there are benefits and risks involved. The benefits can include the ability to handle or cope with your specific concerns and/or your interpersonal relationships in a healthier way. You may also gain a greater understanding of personal, interpersonal, or family goals and values. This new understanding may lead the way to greater maturity and happiness as an individual, couple, or as a family. There may also be other benefits that come as you work at resolving your specific concerns. However, therapy can be challenging and uncomfortable at times. Remembering and resolving an unpleasant event may cause intense feelings of fear, anger, depression, and frustration. As you work to resolve personal issues or issues between family members, marital partners, and other persons, you may experience discomfort and an increase in conflict. There may be changes in your relationships which you had not originally anticipated.

VIII. Legal Issues, Testimony, Court Reports, and Subpoenas.

If you become involved in a legal matter and I am requested to provide testimony, my hourly rate is \$200 with a minimum of \$500 and includes all time out of the office (including travel time). The \$500 payment is due five business days in advance of the testimony. The charge will occur even if I do not testify unless given seven days notice of the cancellation, as I was unable to schedule any clients during this time. Any time spent meeting with

your attorney, corresponding, or preparing documentation or reports will also be billed at \$200 per hour. Please note that it is my policy to not make recommendations about custody.

VII. Ending Services

In many cases clients will often end therapy without a formal termination session due to changing circumstances. I understand that if sessions are abruptly stopped without agreement as to termination that this will be the day that the therapist considers you as having ended therapy. Should you decide to return you will be considered a returning client and at that point treatment will reconvene.

My Training and Approach to Therapy

I have earned the following degrees:

MA in Counseling, Covenant Theological Seminary

M. Div., Covenant Theological Seminary

MA Sociology with focus in Organizations, Business, and the Economy, Stanford University

BA Economics, Stanford University

I am currently licensed in the State of Kansas as a Licensed Professional Counselor (LPC). I provide services in the state of Kansas as a Professional Counselor (LPC # 2959) and am guided by the ethics of the ACA (American Counselors Association) and the AACC (American Association of Christian Counselors). I am currently undergoing supervision for additional clinical licensure in the state of Kansas and am under the supervision of Dr. Andrew Secor, who is licensed in the state of KS #2275. Dr. Secor's backup supervisor is Amy Cain.

My approach to therapy can be described as integrated. I draw upon attachment, Gestalt, behavioral, cognitive behavioral, family systems, person centered, and psychoanalytic theories and techniques, depending on what I determine what will work best for you. We work together in discovering the path to increased well-being, and finding the sources of your struggles and concerns.

Physician Contact/Waiver of Contact

For some situations, it may be beneficial for me to confer with your primary care physician with regard to your psychological care or to discuss any medical conditions for which you are receiving treatment.

Please check ONE of the following:

I do not authorize you to contact my primary care physician with regard to the treatment that I am receiving or to obtain information concerning my care.

I authorize you to contact my primary care physician to discuss the treatment that I am receiving while under your care and to obtain information concerning my medical diagnosis. Please complete Authorization & request for Release of Confidential Information and Privileged Communication.

Your Responsibilities as a Therapy Client

I. You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 50 minutes or 90 minutes. If you are late, we will end on time and not run over into the next person's session. ***If you miss a session without canceling, or cancel with less than twenty-four hours' notice, you must pay for that session since I have scheduled that time for you when I could be seeing other clients.*** The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires).

II. You are responsible for paying for your session weekly at the beginning of the session unless we have made other arrangements in advance. My fee per 50 minute session is \$150.00. My fee per 90 minute session is

\$200. If we decide to meet for a longer session, I will bill you prorated on the hourly fee.

III. Your payment may be made through cash, check, credit, debit, and Venmo/Paypal/Zelle. (For Health Savings Accounts I will provide you with receipts if needed. I will not bill insurance companies directly and choose not to be on insurance panels.)

IV. I will keep my counselor informed of my progress toward meeting my goal

Complaints

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 your concerns seriously, with care and respect. When needed I will refer you to another professional. You have the right to contact the Kansas Behavioral Sciences Regulatory Board with complaints.

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 receipting for my own reimbursement 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 and consent to take part in therapy with Justin Der LPC. I know I can end therapy at any time I wish and can refuse any requests or suggestions made by Justin Der. I am over the age of eighteen.

Signed: _____ Date: _____

Signed: _____ Date: _____