**Valerie Hamaker, MA, LPC, SATP, CPT, NCC (816) 838-3447**

**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, and our joint 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.

# Counselor Responsibilities

1. **Confidentiality**

With the exception of certain specific exceptions described below, you have the absolute

right to the confidentiality of your therapy. I will not discuss 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 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 insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or 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 reality, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

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 a 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 a crisis team.

The following is not a legal exception to your confidentiality. However, it is my policy that 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. I will remind you of this policy before beginning such individual sessions.

# Record-keeping

I keep very brief records, noting your attendance, session interventions, 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.

# 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 concerns and something about whether they are short-term or long-term in nature. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-V. I have a copy in my office and will let you look at it and learn more about what it says about your diagnosis.

# Other Rights

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. 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 terminate therapy at any time.

# 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 an in-network therapist. 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.

# My Training and Approach to Therapy

I have a Masters in Counseling with an emphasis in Marriage and Family Therapy form MidAmerica Nazarene University. My approach to therapy is somewhat eclectic depending upon the needs of each client. The philosophy is informed by attachment theory and incorporates an overall systems approach to treatment. I use a variety of techniques in therapy, trying to find what will work best for you. 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.

You normally will decide when to conclude therapy, 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 in my judgment I feel unable to help you because I deem that my training and skills are not appropriate to meet your needs, I will inform you of this and refer you to another therapist who may be a better fit to meet your needs. If you do violence to, threaten (verbally or physically) or harass me, my 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.

I am away from the office several times in the year for extended vacations. I will tell you well in advance of any lengthy absence, 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 are experiencing an emergency when I am out of town, or outside of my regular office hours (after 5 pm weekdays or over the weekend), please call 911, or go to the nearest hospital emergency room for assistance.

**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 treatment or to discuss any medical problems 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.

# Client Responsibilities

1. You are responsible for coming to your session on time and at the time we have scheduled. Sessions are 50 minutes long. If you are late, we will end on time and not run over into my next client’s session. If you miss a session without canceling, or cancel with less than twenty-four hour’s notice, you will be billed in full for that session. The answering machine has a time and date stamp which will keep track of time to cancellation. I cannot bill these sessions to your insurance. An exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires). I also ask that you do not “hold” a slot, meaning maintaining a weekly or biweekly slot but cancelling consistently, at or before the 24-hour cancellation time (to avoid paying the fee but leaving your slot consistently unused) as this is a hardship for me and other clients who cannot get a ‘slot’ but would come consistently if they had a slot. I know that occasional cancellations are a part of life. However, if they become too consistent, we will address this together.
2. You are responsible for paying for your session weekly unless we have made other

firm arrangements in advance. My fee for a 50-minute session is $140. To prevent us from needing to take time from your session to collect a fee, I ask that you allow me to store a credit card on a safe bill pay system that will allow me to run your card after each session. There will be a minimal carrying fee ($3.00 per transaction) that will be added to your session fee to cover this minor cost. If we decide to meet for longer than a standard 50-minute session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. My fees may go up periodically. If a fee raise is approaching I will remind you of this well in advance.

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 feedback 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 Missouri Committee of Professional Counselors.

# 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 Valerie Hamaker MA, LPC, SATP, CPT, NCC. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Ms. Hamaker. I am over the age of eighteen.

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

Valerie Hamaker:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: