

Daniel Rincones, MA, LPC, SATP

2030 E. College Way
Olathe, KS 66062
(913) 732-3404

INFORMED CONSENT

The decision to begin counseling may have significant impact in areas of your life. This form contains information to help you make informed decisions about the unique process of counseling and about my services and policies.

Therapist qualifications and credentials

Daniel Rincones has a Master's of Arts in Counseling and is a Licensed Professional Counselor in Kansas (license number 2827), specializing in Spiritual Formation working with individuals, couples and families.

The Therapy Process

Research has shown that the nature and severity of the client's presenting problems usually determine the length of therapy. The length of treatment can range from a few sessions to several months of therapy and will be determined in a collaborative discussion between you and me. Regular reviews of your progress and continuing need for therapy will be discussed with you. You may leave therapy at any time, but I ask that you agree to discuss the termination of therapy at a regular therapy session rather than by phone. Parents of minor children need to be involved in therapy in order for it to be effective. Assessment of your progress will be made periodically with you to ensure movement toward your goals. You have a right to ask me about other treatments, their risks, and their benefits. You have the right to ask me about my training and can request that I refer you if you decide I'm not the right therapist for you.

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.

Financial Considerations and Arrangements

The regular session fee is \$90 for individual counseling per 50 minute session. Couples and family counseling \$100 per 50 minute session.

- If we decide to meet longer for a session, I will bill you prorated on the hourly fee.
- Please be prepared to pay your session fee *at the beginning* of each session unless other arrangements have been made. Checks can be made out to **Daniel Rincones, LPC**. Debit and credit cards are also accepted.
- The first time you cancel a session with less than 24 hours notice, there is no charge. From the second time on, there will be a **charge of \$40** unless the cancellation is due to illness or family emergencies.
- If you have insurance, I will give you the needed information to turn into your insurance company for reimbursement. I will not bill insurance companies directly. Please request this at the beginning of therapy, so I can be sure to prepare the needed paperwork for you to turn into your insurance provider.
- I am not willing to have clients run a bill with me. I cannot accept barter for therapy. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

Appointments

Your appointment time has been reserved especially for you. If you need to change your appointment, please do so **at least 24 hours** before your scheduled appointment time to avoid being charged for the session as stated in the **Financial Considerations and Arrangements** section.

Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or event that you are in therapy with me without your prior written permission. Under 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 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, 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. Any email I receive from you, and any responses that I sent you that are not scheduling related, will be printed out and kept in your treatment records.

Limits to Confidentiality

I am dedicated to preserving the confidentiality and privacy of all my clients. However, some state laws specify certain circumstances when mental health professionals are required to breach confidentiality. I want you to be informed of these limits on confidentiality:

- When information pertains to child or elder abuse or neglect, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
- When the client presents a clear and immediate danger to herself or himself or other person or persons (suicide and homicide).
- When the therapist is collaborating or consulting with professional colleagues or supervisors, these persons are also required to keep your information private.
- When you sign a Release of Information requesting me to release your records.
- When the Court orders the therapist's testimony or your records.
- In order to provide insurance with information about therapy.
- Parents have a right to have a reasonable account of their minor child's therapy. Occasionally when a child/adolescent reveals information in therapy, he or she may wish it to remain confidential. Usually his or her request will be honored unless it involves dangerous behavior such as drug/alcohol use, risky sexual behavior, suicidal ideation, or running away.
- If you and your partner decide to have 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 and probably will be discussed in our joint sessions. Do not tell me anything you wish kept secret from your partner.

Legal Issues, Testimony, Court Reports, Subpoenas

- If you become involved in a legal matter and I am requested to provide testimony, my hourly rate is \$150 and includes all time out of the office (including travel time). 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 would be 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 \$150 per hour.
- **Please note that it is my policy to not make recommendations about child custody.**

- Notice: In the event that a subpoena for records or testimony is received, (1) the client will be notified and provided with a copy of the subpoena; (2) the client must either provide the practitioner with a written waiver of objection to the subpoena or indicate that an objection will be filed with the court (with a copy sent to the practitioner); and (3) if an objection to that subpoena is to be filed, it is the responsibility of the client to have it filed with the court.

Contact Outside of Scheduled Session

I cannot promise that I will be available at all times. I do not take telephone calls when I am with a client. You can always leave a message, and I will attempt to return your call within 24 hours/1 business day. When I am unavailable for an extended amount of time, you will be provided with a list of emergency contacts.

If you have an urgent crisis, call me and leave a message ***detailing the urgency***. In cases of an emergency, call your own medical doctor, go to the nearest emergency room, or call 911. I find that telephone therapy does not work as well as face-to-face therapy. I will generally suggest a counseling session if you call with a problem that is not critical. However, if we spend more than 10 minutes 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.

Recordkeeping

I keep very brief records, noting 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, giving me 3-5 business days to make a copy. 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 electronic records in compliance with HIPPA standards 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 problems and something about whether they are short- term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled DSM-V; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

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***.

My Training and Approach to Therapy

I have a Masters in Counseling with an emphasis in Spiritual Formation from MidAmerica Nazarene University. My approach to therapy is somewhat eclectic depending upon the needs of the client. The philosophy is informed by attachment theory, emotion-focused therapy 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. Most people who take these risks find that therapy is helpful.

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DIRECTIONS

Enter campus from the Mur-Len entrance. My office is located in the Campus Center/Undergraduate Admissions building. This is the first building you approach on your left marked number 3 on the map provided below. You may park in the gravel parking lot or guest parking spaces. Once you have entered Campus Center, walk past the mailboxes through the double doors and enter the Student Development office on your left. Please have a seat and I'll meet you when it is time for our session to begin. If you get lost on campus, please don't hesitate to call.

