

Daniel Rincones, MA, LPC, SATP

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INFORMED CONSENT

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 that you should be aware of. As a therapist, I have corresponding responsibilities to you. 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 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.

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 stops 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 re-convene.

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 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.

Financial Considerations and Arrangements

The regular session fee is \$140 for individual counseling per 50 minute session. Couples and family counseling \$150 per 50 minute session.

- If we decide to meet longer for a session, I will bill you prorated on the hourly fee.
- My fees go up \$10.00 every two years, on the even year. If a fee raise is approaching,
- I will remind you of this well in advance.
- 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.

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.

Social Media

Please refrain from making contact with me using social media messaging systems such as Facebook, LinkedIn or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients. It is my policy to not have current or former clients in my social media network. It is also not my practice to look up clients on social media applications or sites. I do not accept friend requests from clients as a way to preserve the client/counselor relationship. I will also not send current or former clients friend requests.

Email and Text

To communicate with you by email or text message, I need to make sure you are aware of the confidentiality and other issues that arise when we communicate this way and to document that you are aware of these and agree to them.

I understand that all e-mail messages are sent over the Internet and are not encrypted, are not secure, and may be read by others. 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 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 information about current or past symptoms, conditions, or treatment, as well as identifying information such as social security numbers or insurance identification information.

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 believe I need a response within 48 hours, I will not use e-mail but will call my therapist. 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.

Recordkeeping

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. 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.

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-5-TR; 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.

You normally will be the one who decides when therapy will end, with three exceptions. If we have contracted for a specific short-term period, 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 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 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.

Complaints

If you are unhappy with what is happening in therapy, I hope you will 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 have 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 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.

University Affiliation

It is understood that I am using an office space at MidAmerica Nazarene University to provide services and that MidAmerica Nazarene University, staff, faculty, and administration are not a part of this agreement, nor are they liable for anything related to the services provided by Daniel Rincones.

Supervision

It is understood that I am in clinical supervision with Todd M. Frye, PhD, LCPC, LCMFT, SATP-S. As a part of this supervision, he will have access to my client files and all client information as part of supporting my clinical growth and overall clinical work. I also understand that he adheres to the same confidentiality rules as my counselor. I also consent to have my counselor video record my session with verbal permission prior to recording. These recordings will be used exclusively for supervision purposes.

My signature below indicates that:

- I have read, understand, and agree with the therapist's policies and give informed consent to receive therapy services.
- I understand that there can be risks and benefits associated with therapy. I also understand that no promises have been made to me as to the results of treatment.
- I understand that I may leave therapy at any time and agree to discuss the termination of therapy at a regular therapy session rather than by phone.
- I agree to undertake therapy with Daniel Rincones, MA, LPC, SATP and I understand that at any time I can refuse any requests or suggestions.
- I agree to the use of diagnosis in billing, and to release that information and other information necessary to complete the billing process. I agree to pay the fees outlined in this document.
- If utilizing insurance benefits, I understand that I am fully responsible for any amount insurance denies.
- I acknowledge that I may request a copy of this Informed Consent. I am over the age of eighteen.

