

## Information Disclosure and Informed Consent Form

This form is designed to answer some frequently asked questions about Refuge Counseling Center LLC and your specific counselor/provider at the Center. Please read and sign this form in order to indicate your understanding of office procedures as well as your willingness to abide by these policies. Upon request, you will receive a copy of this form so you can refer to it later.

**Welcome to counseling with Donald (Gene) Auker MS LPC NCC  
Healing Connections Counseling, LLC.  
Independent Contracting Counselor  
Office Location: Refuge Counseling Center LLC (Center)  
4144 E. Amity Ave, Nampa, ID. 83687 208-465-4985 ext. 203**

About my Counselor: I am an independently contracted counselor offering services within Refuge Counseling Center LLC (Center). This means I practice as my own entity within the Center entity while under contract with the Center. As such, I align with the mission and vision of the Center and utilize the office support for the functions of my practice, such as payments, scheduling, and so forth. I have a Masters of Science in Counseling from Northwest Nazarene University. I am a Licensed Professional Counselor in the State of Idaho and a National Certified Counselor by the National Board of Certified Counselors. I offer professional counseling services to individuals, couples, and groups. I see it as a privilege and honor to work with my clients. As such, it is important to me to provide a safe and trustworthy therapeutic relationship where clients can explore their concerns openly, benefit from an educated perspective, be encouraged with hope, and challenged to meet their goals. As a professional counselor I have ethical and professional responsibilities. I abide by the Ethical Principles of the American Counseling Association and the American Association of Christian Counselors and I am a member of both of these professional counseling associations.

### **The Process of Counseling, Evaluation & Scope of Practice**

**Participation in counseling can result in a number of benefits to you,** including improving interpersonal relationships and resolution of the specific concerns that led you to seek counseling. Working towards these benefits, however, requires effort on your part. Counseling requires your active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. As your counselor, I will ask for your feedback and views on your counseling, it's progress, and other aspects of the counseling process and will expect you to respond openly and honestly. Sometimes more than one treatment approach can be helpful in dealing with certain situations.

**There are also risks involved in counseling.** In your evaluation or counseling process, remembering or talking about unpleasant events, feelings, or thoughts can result in experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to counseling in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes, a decision that is positive for one family member may be viewed negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that counseling will yield positive or intended results.

During the course of counseling, I am likely to draw on various psychotherapeutic theories and evidence based treatment approaches according, in part, to the problem that is being presented and/or per the specific diagnoses being treated. These approaches include, but are not limited to, cognitive behavioral, attachment, emotion-focused, existential, experiential, system/family, developmental (adult, child, family), relational/interpersonal, and psycho-educational. I have also sought to get advanced-training and continuing education in counseling that integrates professional counseling and therapy with spirituality to honor a holistic treatment approach and that upholds the dignity and respect of the client's I serve. As part of my holistic treatment approach I will cooperate with you to explore areas of your spirituality, cognitive processing, emotional processing, and behavioral patterns that affect your lifestyle, relationships and overall wellbeing to assist you in reaching your goals.

I do not provide custody evaluation recommendations, medication or prescription recommendations. I do not provide legal advice or expert opinions on divorce or custody matters. I do not provide specific spiritual advice. These activities do not fall within my scope of practice.

#### **Litigation Limitation**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Donald (Gene) Auker MS LPC NCC, Healing Connections, LLC., Refuge Counseling Center LLC, nor any of my business associates or affiliates to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

#### **Unattended Children**

Please note that the office does not allow and are not responsible for unattended children in the waiting area. Please also note that it is usually not an appropriate setting for children to be present in a counseling session when she/he is not the client.

#### **Treatment Plans**

Within a reasonable period of time after the initiation of counseling treatment, I will talk with you about my working understanding of the problem, treatment plan, therapeutic objectives, and my view of possible outcomes of treatment. It's important that you consider this information along with your own opinions of whether you feel comfortable working with me. Counseling involves a commitment of time, money and energy, and you have the right to determine if I am a good fit for you. If you have questions or doubts about the counseling process or it's effectiveness we should discuss these matters whenever they arise. If your doubts persists, I will be happy to help you set up a meeting with another mental health professional for second opinion and/or to transfer your services to them.

#### **Meetings and Cancellations**

I will usually schedule one 50-minute session (this is considered an appointment hour) per week at an agreed upon time within my scheduling hours. We may determine to do longer sessions, or more/less frequent sessions. You will be billed per appointment hour utilized in the event that we agree for a session time to go longer than expected.

As an office policy, once an appointment hour is scheduled, **you will be expected to pay for it unless you provide 24-hour advanced notice of the cancellation** (voicemail or email notices are permitted).

### **Fees, Billing Options, and PHI**

***Payment is due at the time of service***, you or a guardian, if a minor, agree to be responsible for payment. **Fees are \$60.00** per one 50-minute session (appointment hour). Payment can be made in **Cash, Master/Visa Card, or Check payable to my contracting office "Refuge Counseling Center LLC."** If your check is returned you are responsible for the full amount of the service fee plus any additional fees the Center may require.

**Additional Service Fee:** A fee of \$200.00 per hour is charged for additional services beyond the regular 50-minute session (appointment hour) this includes but is not limited to activities such as court appearance, report reading and/or writing time, phone calls, treatment teaming with other providers that exceeds 20 minutes in a business week or is otherwise determined excessive by your counselor.

**Invoices/Payment Arrangements:** You may also pay your fees at the end of the month if you make arrangements to do so ahead of time. You will be sent an invoice at the end of the month, mailed to the address listed on your intake form upon request or for accounts overdue. Payment is due within 30 days of the invoice date. Please let us know if there is difficulty in making your payment so we can make a payment plan with you. Remember our fees average to be 50% lower than market value as it is the mission of the Center to offer tailored and high quality professional services at an *affordable rate* meant for out-of-pocket payment. As indicated in our Notice of Privacy Practices we may use your protected health information for other payment reasons such as – collections agency, small claims court, or business associates whom process claims and payments for us.

**Third Party Pay:** ***As a service to clients we may consider sending an invoice for payment to a requested third party that you indicate (non-insurance- such as parent of an adult client, church, family member, etc.)*** It is an office policy for you to read and sign a "Billing Release Form" for invoices sent to any third party you request for the Center to bill. Your counselor must agree to this arrangement as well. If the Center has not received payment within 30 days you as the client/guardian are still considered the responsible party for payment and you will be billed and expected to pay the amount in full within 60 days of the original invoice date.

**Insurance and Confidentiality of Protected Health Information:** Clients who carry insurance should know that services are rendered and charged to the clients or guardian and not to their insurance companies. **I DO NOT BILL INSURANCE or other such mental health benefit plans.** The office will provide you a detailed receipt "superbill" upon your request for services paid. If allowed by your insurance plan, you can submit this to your insurance company for reimbursement. You must be aware that submitting a mental health receipt for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage, as this is a contract between you, the insurance company, and your employer, and not with your counselor's entity or the Center.

If you choose to submit a receipt to your insurance company for reimbursement it is important that you understand you are doing so at your own discretion and risk. It is important that you know that in order to consider your claim your insurance provider will require various forms of your confidential and protected health information to be included. For this reason we will include what we believe you will need on your detailed receipt such as, but not be limited to, your demographic or identifying information, diagnostic coding, and procedural coding, date of service, and amount paid. The Center, including your counselor, is not responsible to provide any additional information to your insurance, or any other party, which they may try to obtain in processing your claim, and is not obligated in anyway to make any agreement or contract with your insurance provider in order for your claim to be considered. In addition, the counselor cannot know or provide services around the arbitrary nature of what your insurance or benefit plan will consider reasonable or necessary for

reimbursement. Your claim may be denied based on your insurance companies determination that the services were not necessary or reasonable or because your counselor is out-of-network.

It is also important for you to know that in your choice to submit a mental health receipt, or any invoice, for reimbursement carries a certain amount of risk to confidentiality, privacy or to your future capacity to obtain health or life insurance and potentially even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computer or to the National Medical Data Bank database may leave you vulnerable. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also may put you in a vulnerable position. The Center is in no way responsible for the use and disclosures of your PHI after any mental health invoice or receipt is given to a client/guardian or for how it is used by anyone/entity to whom you decide to give it to.

Some insurance companies insist on reimbursing the provider rather than the client for services already paid for. The Center, including your counselor, is not responsible for where reimbursements are sent, such as to our business associates or member. If the Center receives this reimbursement check we will apply this refund as a credit on your account at the Center.

### **Confidentiality and Records**

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except when disclosure is required by law or are within the privacy practices of the Center. In general, conversation and the information contained in your counseling records are confidential with the exception of the following reasons in which confidentiality may be broken (see also the Notice of Privacy Practices):

- 1) When there is actual suspected abuse and/or neglect of a child/elder.
- 2) When there is reason to believe that the client may harm himself/herself or someone else.
- 3) When legal proceedings are required to settle this account, in which case some identifying information would be released to a lawyer, collection agency, or small claims court.
- 4) When the court subpoenas record

I follow Idaho state law, my professional organizations ethical codes of conduct and the rules, regulations, policies and procedures of the Center as an Independently Contracting Counselor. I follow the Notice of Privacy Practices of the Center. Your signed acknowledgment of this notice is required to initiate counseling with me at the Center. In the case that I move my practice away from the Center I will update my Notice of Privacy Practices at that time and will function as my own Privacy Officer.

I may occasionally find it helpful to consult with other professionals about a case. This is deemed ethical and an appropriate professional practice as it promotes the quality of care and best standards of practice in the counseling I provide you. During a consultation, I make every effort to avoid revealing the identity of a client. *Anyone I consult with is also legally bound to keep information confidential.* If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together.

In couple and family counseling, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. As your counselor, I will use my best clinical judgment when revealing such information.

### **Children As Clients**

It is my goal as your child (minor's) counselor to consult with you on a regular basis, and to involve you in your child's therapy as needed. At times, it might be necessary to end a session early. For

this reason, it is the policy of the Center that a responsible adult be present in the office while the child/minor is attending their counseling session. Therefore, a parent, legal guardian, foster parent, step-parent, or other adult MUST stay in the waiting room while counseling is occurring. The counselor may make exceptions with you if the minor is an adolescent old enough to transport him/herself to and from counseling.

### **Mediation and Arbitration**

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Donald (Gene) Auker MS LPC NCC and Healing Connections Counseling, LLC. including the counselor and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Canyon County, Idaho in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Donald (Gene) Auker MS LPC NCC and Healing Connections Counseling, LLC. can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum. These terms also apply to the Center.

### **Dual Relationship**

Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy is not exploitive in nature, sexual or involves any other dual relationship that impairs your counselor's objectivity, or clinical judgment. Your counselor will assess carefully before entering into a non-sexual and non-exploitative dual relationship with clients. It is important to realize that in some communities, particularly small towns, military bases, university campuses, church/religious communities, multiple relationships are either unavoidable or expected. Your counselor will not acknowledge working with anyone without his/her written permission. Many clients have chosen their counselor because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and achievements. Nevertheless, your counselor will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise your counselor if the dual or multiple relationships become uncomfortable for you in any way. Your counselor will listen carefully and respond to your feedback and will discontinue the dual relationship if she/he finds it interfering with the effectiveness of the therapy/counseling or your welfare and, of course, you can do the same at any time.

### **Records**

Both the law and standards of the counseling profession require that I keep treatment records. I will develop and maintain a clinical medical record file on your case, which is property of and "owned" by Donald (Gene) Auker MS LPC NCC and Healing Connections Counseling, LLC. Your records will remain my property and under my "ownership" if I leave the Center. I will provide the Center with up to date information about how to contact me. You have the right to request information in you record; any request for information must be done in writing on an authorized form. If you are interested in reviewing the contents of your file I suggest we discuss them together as they are professionally written and can be easily misinterpreted. I can also share them in summary format (either verbally or

in written form). It is important to note that records will not be released to any outside party unless there is authorization by ALL parties who were part of the family therapy, couple therapy or other treatment that involved more than one client (such as group counseling). In the event of my death or incapacitation please contact the current Director of Counseling Services at Refuge Counseling Center LLC for assistance.

### **Termination**

Termination of the therapeutic relationship is inevitable. It should never be done casually and can be the most valuable part of the therapeutic process. Either party may terminate therapy if it is believed to be in the best interest of the client. Prior to termination, I suggest that a meeting be scheduled to discuss further recommendations.

### **Social Media/Networking**

As a policy of the Center I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients do not communicate with me in any manner via interactive or social networking websites.

### **E-mail/Electronic Communication/Electronic Devices**

It is very important to be aware that computers and unencrypted email and e-fax communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communications. Emails, text, e-fax in particular are vulnerable to such unauthorized access. The Center computers, Fax Machine and other electronic devices authorized by the Center, such as your counselor's laptop, are secured and password protected. However emails and e-fax may not be. It is always a possibility that these communications can be sent erroneously to the wrong address and computers. You should not communicate any information with the Center, including your counselor, which you would not want to be included on a postcard that is sent through the Post Office. Also, be aware that phone messages are transcribed and sent to the center or your counselor's email accordingly via unencrypted email. Please do not indicate our authorization to use your email or other contact means on your Intake paperwork if you do not want to be communicated with in this way. If you indicate we can use your contact information on your intake or if you communicate confidential or private information via email, text, e-fax, or phone-message, we will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and we will honor your desire to communicate on such matters. Please do not use text, email, voicemail or faxes for emergencies.

### **Contact Information and Emergency**

You may call the front desk at 465-4985 for scheduling or other basic information; this will be your most prompt reply. If you need to contact me between sessions, please leave a message on my voicemail ext. 203 and your call will be returned as soon as possible. I am often not immediately available by telephone. If I determine it appropriate I may have a staff member call to respond more readily to your inquiry. I will make every effort to return your call within 24 hours Monday through Thursday with the exception of holidays and vacation time.

In case of emergency please contact your primary care physician, call 911, Intermountain Hospital at 377-8400 or go to your local emergency room. Even if you call the office or me leaving a message of any kind **DO NOT** wait for a return phone call if you are experiencing a clinical emergency.

**Client Responsibility**

The client/guardian is responsible for the following: 1) Financial obligations outlined in this contract. 2) Following the policies of the Center. 3) Treating staff and fellow clients in a respectful, cordial manner in which their rights are not violated. 4) Providing accurate information about yourself. 5) Actively participate in your treatment process.

**Authorization and Signatures**

I have read the above Information Disclosure and Informed Consent, which includes the general polices of the Center (including 8 pages); I understand them and agree to comply with them in receiving counseling/psychotherapy treatment.

**1- Client Name** (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**2- Client Name** (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Parent/Guardian Name** (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Counselor: Donald (Gene) Auker MS LPC NCC, Healing Connections Counseling, LLC.**

Signature: \_\_\_\_\_

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