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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 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. There are also certain limitations to those rights of which you should be made aware. As a therapist, I have corresponding responsibilities to you.

### **My Responsibilities to You as Your Therapist**

#### I. Confidentiality

With the few specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else 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 chose, 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. If or whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to ensure 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. 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 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.



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### II. Record-keeping

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 except me and my office staff.

### III. 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.

### IV. Health Insurance and Diagnosis

I am not in-network for any health insurance companies, and will not bill any insurance company directly.

If you will be submitting documentation of your counseling to a third party such as an insurance company for reimbursement, I may be required to provide a diagnostic code. 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 the book titled the DSM-5.

### VI. Court, Probation, or Parole

If you are court-mandated for counseling or request my input in a court matter, I may charge the full per session fee for time preparing documents or correspondence with lawyers, the court, probation or parole officers, or other necessary third parties. This usually is not necessary since preparing the documents takes minimal time. If in-person meetings with necessary third parties, or court-appearances are necessary, I will charge hourly at \$100 for time spent and the standard IRS mileage for travel to and from the meeting or court appearance. I will invoice you for any of these charges.

### **My Training and Approach to Therapy**

I have an M.S. in Counseling Psychology from Avila University, and I am a Licensed Professional Counseling in Missouri. I have additional credentials by the ACA and the Anxiety and Depression Association of America. I have conducted therapy since 2011. My background includes working with individuals, families, and groups. My approach to therapy can be somewhat eclectic depending on what each client needs.



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Therapy 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 be the one who decides therapy will end, 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 I am not, in my judgment, able to help you, because of the kind of concerns you are experiencing or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, verbally or physically threaten, or harass myself, the 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 a couple times in the year for further training, vacations and other activities. 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, please call 911, or go to the nearest hospital emergency room for assistance.

### **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. 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 hour notice, you must pay for that session at our next regularly scheduled meeting. 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 at the time of service, unless we have made other firm arrangements in advance. My fee for a 50-minute session is \$100.00 for individual and \$120 for family. If we decide to meet for a longer or shorter session, I will bill you prorated on the hourly fee. Any necessary adjustment to the fee structure will be documented and signed off on below.

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, or agree to a phone session I bill \$1.50 per minute.

My fees do change on occasion. If a fee raise is approaching, I will remind you of this well in advance.

III. I will not bill insurance companies directly.



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IV. I am unable 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.

### **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 report my behavior to the Missouri Committee for Professional Counselors (573) 751-0018.

## **Client Consent to Counseling**

I have read the **COUNSELING INFORMATION DISCLOSURE STATEMENT**, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it.

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