

# *Counseling at New Life Church*

## *Introductory Information & Consent*

WELCOME!

Thank you for choosing to pursue counseling at New Life Church. We realize that starting counseling is a major decision and you may have many questions. The purpose of this document is to inform you of our policies, laws regarding counseling, and your rights. When people are beginning counseling, they usually have a lot on their minds and so may not remember all the details of how counseling works here. Therefore, you are encouraged to keep this packet (minus the pages you need to sign) for future reference.

Your first appointment with your counselor will include time to review paperwork and these logistics, and to discuss what brings you in for counseling.

For now, please read carefully through the information presented here, and **sign where appropriate** to indicate your agreement with the terms described. If you have questions or concerns, please ask and we will try our best to give you all the information you need.

## SECTION 1

### *Notice of Privacy Practices*

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Our goal in this document is to make the laws that determine how counselors must operate with regard to your privacy as simple and understandable to you as possible. Since this is a summary, it does not include every detail that is covered by those laws, but focuses on those that are most relevant. You may ask for clarification if you need it at any point.

This notice is effective as of January 22, 2018. To receive counseling, you will need to sign a form that says you have been informed of these practices.

#### **I. WHAT INFORMATION IS COVERED?**

The information that is protected by the law is any information that is possessed or created by your counselor that is identifiable as being linked to you, whether the documents containing that information have your name on them or not.

#### **II. SITUATIONS IN WHICH YOUR PRIVATE INFORMATION MAY BE USED:**

##### **1. FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS**

**“Treatment”:** Your counselor may use your private information to provide treatment to you. This includes counseling sessions, and communicating as needed with other health care professionals who provide treatment to you.

**“Payment”:** Your counselor may use your private information to obtain fees owed for counseling services. For example, payments for our services are made out to New Life Church. This law allows New Life Church to cash these checks. Also, your counselor may communicate with your insurance company to help you obtain reimbursement. (However, if you have paid for services out-of-pocket, in full, you have the right to tell your counselor not to disclose information related to those services to your insurance company.)

**“Health Care Operations”:** Your counselor may use your private information for health care operations. This refers to the things counselors do

such as using or

your information to consult with other counselors or to assess the quality and evaluate the outcomes of the work they’re doing.

##### **2. TO CONTACT YOU**

The law allows your counselor to use your private information to contact you (i.e., to remind you of appointments or provide you with additional information or resources). The law also allows your counselor to contact you for fundraising purposes; however, you may opt out of such communications by informing your counselor of your wish to do so.

##### **3. WHEN REQUIRED BY LAW**

In addition, there are some situations in which your counselor is *required* by law to disclose private information. Some of these include:

*A. Most common instances:* Counselors are required by law to report suspected child abuse or elder abuse to the proper authorities so those authorities can respond appropriately to that report according to governing laws. (This does not necessarily mean that such a report will result in prosecution, or even that the perpetrator of the abuse will find out that a report has been made. It simply means that counselors are responsible to report it.) If your counselor has reason to believe you are in danger of killing yourself or harming someone else, HIPAA permits and Michigan law requires your counselor to make reasonable attempts to communicate this threat to appropriate third parties who are able to intervene and/or who are at risk.

*B. More obscure instances:* If you are a part of a legal proceeding, there are some conditions in which your counselor may be required to disclose private information. Your counselor may also release private information if asked to do so by a law enforcement official to investigate a crime. Counselors may also release private information

to government agencies checking to see that counselors are obeying the privacy laws, public health agencies investigating diseases and illnesses, and to worker's compensation programs.

#### 4. SPECIAL CONSIDERATIONS FOR MINORS

For clients who are minors, parent(s) or guardian(s) have the right to know what is going on in the client's counseling. Communications with them is not a breach of confidentiality.

#### III. HOW YOUR PRIVATE INFORMATION WOULD BE DISCLOSED

In all instances, your counselor's disclosures of your private information must be done with an interest to protecting your privacy. Even when the law allows counselors to disclose information, they should do their best to disclose as little information as possible while still remaining in compliance with the laws and providing the best possible care to you.

#### IV. FURTHER DISCLOSURES WILL ONLY BE MADE WITH YOUR PERMISSION

Any disclosures of your information apart from those described in this notice can only be made with your written consent – which you are also free to revoke at any time. This includes using your information for marketing purposes, sale of your information, and most sharing of psychotherapy notes. Further, the law requires that we notify you if there is a breach of your private information.

#### V. YOUR RIGHTS AND HOW YOU MAY EXERCISE THEM

You have the right to request that your counselor restrict disclosures of your private information beyond the requirements of the law. However, your counselor is not obligated to agree to your request.

You have the right to express your preferences regarding how and where your counselor contacts you. Your counselor is obligated to comply with such requests within reason.

You have the right to inspect and copy your records. If you ask to do so, your counselor will provide you with assistance in interpreting your records. Your counselor will limit your access to your records only when such access threatens your life or physical safety.

You have the right to ask your counselor to correct your records if you believe them to be incomplete or inaccurate. Your counselor is obligated to respond to such requests within 30 days, either by amending/correcting your private information, or explaining why he or she has not done so.

You have a right to ask your counselor for an accounting of all the instances in which he or she has disclosed your private information – apart from disclosures to you, and disclosures related to treatment, payment, or health care operations.

Finally, you have a right to receive a printed copy of this notice of privacy policies upon request.

#### VI. YOUR COUNSELOR'S DUTIES WITH REGARD TO YOUR PRIVATE INFORMATION

Your counselor is obligated to maintain the privacy of your health information, and to provide you with this Notice of legal duties and privacy practices. Of course, your counselor is also obligated to abide by the terms of this notice. This notice may be changed to comply with changes in the laws as they occur. If this happens, your counselor will provide you with an updated Notice of Privacy Practices either by e-mail or in person at your next counseling appointment.

#### VII. YOUR RIGHT TO COMPLAIN

If at any time you believe that your privacy rights have been violated, you may contact your counselor directly to express your concern. You will not be retaliated against in any way for expressing concerns or complaints about your privacy. If you are not satisfied with the outcome, you may speak with the pastors of New Life Church, or file a complaint with the U.S. Department of Health & Human Services

**U.S. Department of Health & Human Services  
Office for Civil Rights  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
1-877-696-6775  
[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)**



## SECTION 2

### *Informed Consent*

“Informed consent” means that we are informing you of basic information and policies regarding counseling at New Life Church so that you know what to expect. In order to receive counseling here, you will need to agree (consent) to be bound by these policies.

#### **I. INFORMATION ABOUT ME AND MY APPROACH TO COUNSELING**

I have a Masters of Social Work degree (MSW) from the University of Michigan and a Bachelor of Social Work degree (BSW) from Grand Valley State University. I am a Limited Licensed Clinical Masters of Social Worker (LLMSW) in the State of Michigan.

I have always valued the opportunity to walk alongside individuals in counseling and consider it a privilege to be trusted with someone’s story. I am passionate about working collaboratively with individuals, providing them a safe place to work through struggles and barriers that they may face and offering resources and treatment to contribute to their overall health and wellness. Additionally, I value integrating faith into the therapeutic relationship to instill hope and restoration. My background is in working in a variety of settings from a youth center, integrated health center, residential treatment facility, and pregnancy counseling. I have worked primarily with adolescents and young adults who find themselves in crisis and take the brave step to seek outside help.

My areas of interest include helping clients who are dealing with anxiety, stress management, self-esteem issues, adjustment and transition issues, and trauma. My theoretical background and approach involves using a strengths-based approach and primarily integrating cognitive and interpersonal techniques. I collaborate with individuals to find the most effective strategies to help each client thrive, become more resilient, and improve coping skills. Please do not hesitate to ask me any questions or express any concerns you have about my approach to counseling or the counseling process.

In accordance with privacy laws, and in the interest of providing you with the best possible care, I may consult with other counselors at New Life Church about the content of your sessions. In these discussions, every effort is made to avoid personally identifying information.

## II. COMMUNICATION POLICIES

**CONTACTING ME:** The most effective way to reach me within a reasonable amount of time is by email (rachel.stewart@a2rivendell.org). If you wish to communicate with me by email, please complete the Consent for Non-Secure Communication form on page 9.

**RESPONSE TIME:** I may not be able to respond to your emails and calls immediately. It is my goal to respond to messages within 48 hours. Please know that this will not always be possible, especially on weekends. Additionally, there may be other extended periods of time when I am unable to receive or respond to messages, such as when out of cellular range/internet access or out of town.

**EMERGENCY CONTACT:** If you are ever experiencing an emergency, including a mental health crisis, please call 911 for general emergencies, or the Suicide Prevention Lifeline at 1-800-273-TALK (8255). (Please note that not all individuals who take calls for the Suicide Prevention Lifeline are trained professional counselors. If for any reason you call the Lifeline and it is not sufficient in responding to your crisis need, please call 911 or go to your local emergency room). You may certainly contact me to inform me of an emergency situation that has happened to you or to ask for an extra session on short notice, and I will make every effort to try to accommodate your need. However, in the case of a true emergency you should always call 911 or some other service that can guarantee a timely response.

**CONFIDENTIALITY:** I take your trust and your privacy very seriously. In accordance with counseling laws and ethics, everything you discuss with me is confidential except when you give me permission to disclose it, or when disclosure is required by law (for example, in cases of abuse of a child or an elderly person, when a disclosure is required by court, or in the case of a threat of harm to yourself or someone else). (Additional rules apply for minors. If you are a minor, please discuss this with your therapist.) A fuller description of the rules of confidentiality, and of your rights and my responsibilities with regard to your private information, can be found in the Notice of Privacy Practices (Section 1) in this packet.

**SOCIAL MEDIA:** In compliance with codes of ethics for professional counselors, I refrain from engaging in personal virtual relationships with current clients through social media.

**ELECTRONIC COMMUNICATION:** It may become useful during the course of treatment to communicate by email, text message, interactive videoconferencing, telephone, or other electronic methods of communication. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with me there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People who can access devices that you use to read and write electronic messages;
- Your employer, if you use your work email to communicate with me;
- Student services, if you use your school email to communicate with me;
- Third parties on the Internet such as server administrators and others who monitor Internet traffic.

If these are people in your life that you don't want accessing these communications, it is your responsibility to take measures to keep your communications safe and confidential.

Additional threats to the integrity of your confidential information include but are not limited to: computer viruses, hackers, theft of technological devices, damage to hard drives or portable drives, failures of security systems, flawed software, and malfunctioning or outdated technology.

If you elect to contact me by phone (by indicating so on the Consent for Non-Secure Communications form on page 10), you understand that the phone number I use is a Google Voice number.

**SEEING EACH OTHER OUTSIDE OF COUNSELING:** Since counseling here operates in a church context, you may see me in public situations outside of counseling (such as at a New Life church service). In such situations, I take a "you-first" approach to protect your confidentiality and preserve the safety of the therapeutic relationship. This means that I will not initiate contact with you, but you may initiate with me if you choose to do so. If you have questions or concerns about such situations – before or after they occur – please discuss this with me.

### **III. FEES AND FINANCIAL SUPPORT**

*Cost:* As a service to New Life Church, all counseling sessions are discounted from a normal standard counseling fee. Your first session here is free. After the free initial session, my fees are \$80 for non-students and \$70 per session for students. (If you graduate during counseling, your student fee applies until two months after your graduation date.)

**THE HEART BEHIND THE COST:** We charge a fee because counseling is valuable. However, we want to go out of our way to make counseling affordable, so as previously stated, we offer below-average fees. You also have the option of applying for an additional fee reduction. Clients who demonstrate that they have made every effort to pay as close to a full fee as is reasonable possible are more likely to receive fee reductions. Clients who receive a fee reduction will be expected to turn in an updated Fee Reduction Application three times a year—in January, May, and September—in accordance with the Fee Reduction cycle terms.

**WHEN TO PAY:** Your fee is expected at the time of each session, either by cash or check (made out to "New Life Church" – with "Rachel Stewart" written in memo). Failure to pay may result in discontinuation of treatment.



#### **IV. OTHER POLICIES**

**FREQUENCY OF SESSIONS:** In most cases, sessions will be scheduled on a weekly basis, because that is what tends to be most effective. It is my responsibility to inform you of any schedule changes or vacations with appropriate advance notice.

**LATENESS AND 24-HOUR CANCELLATION POLICY:** We require a minimum of 24-hours notice for cancellation of sessions. If you fail to give 24-hours notice, you will be charged the full fee for that session (unless your failure to give proper notice is due to an emergency or circumstances beyond your control. This is ultimately determined by your counselor). If you arrive late to a session, your session will still end at the scheduled time, and your fee will not be discounted.

**CLIENT RIGHTS AND RESPONSIBILITIES:** The course of therapy is determined mutually by you (the client) and me (the counselor). I invite you to ask any questions you have regarding my educational and professional background, therapeutic approach, and the specific therapy plan and progress for the work we are doing together. It is your responsibility to determine whether the treatment you are receiving is appropriate and ultimately helpful. The length of therapy varies depending on individual needs, desires, and issues. As such, the plan for therapy will be reviewed and modified on an ongoing basis. You may seek a second opinion from another counselor at any time.

In the event that you feel I have acted in an unethical manner, you are encouraged to discuss this with me so that we can come to a resolution. If you find that this discussion has been unsatisfactory, you have the right to file a complaint with the Michigan Department of Licensing and Regulatory Affairs. You can find information on how to do this at [www.michigan.gov/bpl](http://www.michigan.gov/bpl). (Click on "File a complaint.") You can also contact them directly at:

**Michigan Department of Licensing and Regulatory Affairs  
Bureau of Professional Licensing  
Investigations & Inspections Division  
P.O. Box 30670  
Lansing, MI 48909-8170  
(517) 373-9196**

**ENDING COUNSELING:** You have the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. You are encouraged to discuss your desires about ending counseling openly with me at any time. While not required, closure sessions are strongly recommended. Closure sessions allow for the work that has been done in counseling to be honored and celebrated, and for any feelings about ending counseling to be discussed. Further, since counseling involves the building of a trusting relationship between client and counselor, these sessions allow time to process the ending of that formal relationship.

**HOW YOUR CONFIDENTIAL INFORMATION IS STORED:** I am responsible to store any private information about you using methods that are compliant with HIPAA regulations. Hard copies of any of your information are stored in a locked location when not directly in my possession. Some of your Electronic Health Records (EHR) may be kept using HIPAA compliant online EHR software (SimplePractice). EHR may also be stored on my personal computer so long as that information is encrypted and password protected. Finally, my Gmail account (@a2Rivendell.org) includes a

Business Associates Amendment so that all information in that account is subject to additional security measures, rendering it HIPAA-compliant.

**INSURANCE:** We do not take insurance. However, some insurance companies will reimburse you directly for the cost of counseling. You should talk with your insurance company to find out if this is the case for you. I am able to provide you with receipts that you can turn in to your insurance company, and am willing to cooperate with you to a reasonable extent to help you to receive coverage. Please know that using your insurance for purposes or reimbursement may involve your insurance provider requesting personal information that I cannot ensure will remain confidential once you provide them with such information.

**CONTINUATION OF SERVICES:** In the unlikely event that I am unable to provide ongoing services, another counselor at New Life Church may be available to provide you with counseling services. If another counselor at New Life Church is not available, you may find a new counselor from the list of referrals on our website. As your counselor, I am responsible for maintaining your records for a minimum of seven years following the conclusion of treatment. In the case that I am unable to maintain your records for seven years, I will notify you of your official record-keeper.

**AGREEMENT WITH TERMS OF COUNSELING SERVICES / RELEASE OF LIABILITY**

I, (please print full name) \_\_\_\_\_ have received a copy of New Life Church’s “Notice of Privacy Practices.” I acknowledge that I am receiving counseling at New Life Church from an Independent Contractor. I have also read and understood the “Informed Consent” section and agree to the terms and conditions of counseling here as stated therein.

I understand that counseling comes with no warranty, guarantee, or promise of any particular result, that counseling can be difficult, and that it may lead to discomfort and difficult emotions. By agreeing to receive counseling, I assume any risk of pain or distress that may arise as a result of the counseling process.

I hereby release, remise, and forever discharge and covenant not to sue or hold legally liable New Life Church, its pastors and staff, counselors at New Life Church, their supervisors, and all other persons working with them on their behalf, from any and all claims, demands, damages, actions, causes of action, or judgments whatsoever related to the counseling process.

I also waive any right I may otherwise have to seek to use the record of my counseling as evidence in any judicial proceeding or to compel the testimony of my counselor or any other staff members of New Life Church in any such proceeding.

I understand that these comments are prerequisite to my receiving counseling services at New Life Church.

*Please check one:*

- I am only planning to receive a one-time evaluation session at this time.
- After the free evaluation, I will pay the agreed upon fee of \$80/\$70 per session. I understand that this is a discounted rate offered by my counselor as a service to New Life Church.
- Please add me to the waiting list for ongoing counseling. I understand that priority on the waiting list is given on a first-come, first-serve basis.
- My financial means are limited; I would like to apply for a further reduced fee.

\_\_\_\_\_  
CLIENT’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNSELOR’S SIGNATURE

\_\_\_\_\_  
DATE

**IF THE CLIENT IS A MINOR:**

I agree with the above statements. The client mentioned above has my consent to undergo these services.

\_\_\_\_\_  
PARENT’S/GUARDIAN’S SIGNATURE

\_\_\_\_\_  
DATE

**CONSENT FOR NON-SECURE COMMUNICATIONS**

I, (please print full name) \_\_\_\_\_ consent to allow  
Amanda Schweigert to transmit the following private information by phone:

- Information related to the scheduling of appointments
- Information related to billing and payment
- Completed forms, including those that may contain sensitive, confidential information
- Information of a therapeutic nature, including discussion of personal material relevant to my treatment
- Other information. Describe: \_\_\_\_\_

by using the following non-secure means in communication with me (check all that apply):

- Email
- Phone

I have been informed (in the "Communication Policies" portion of the Informed Consent section) of the risks of transmitting my private information by non-secure means. I understand that I am not required to sign this agreement in order to receive treatment. I also understand that I may terminate this consent at any time.

\_\_\_\_\_  
CLIENT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNSELOR'S SIGNATURE

\_\_\_\_\_  
DATE

IF THE CLIENT IS A MINOR:

I agree with the above statements. The client mentioned above has my consent to undergo these services.

\_\_\_\_\_  
PARENT'S/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
DATE

