

New Creature Counseling Disclosure Statement

PART I: Your Rights as a Client. Initial _____

1. You have a right to ask questions about any procedures used during ministerial counseling; if you wish, your therapist will explain their usual approach and methods to you.
2. You have the right to decide not to receive therapeutic assistance from New Creature Counseling.
3. You have the right to end therapy at any time without any obligations.

PART II: Limits on Confidentiality. Initial _____

1. The law protects the privacy of communications between a client and a minister of the gospel. No minister of the gospel shall be allowed or required in giving testimony as a witness in any litigation, to disclose any information communicated to that person in a confidential manner, properly entrusted to that person in that person's professional capacity, and necessary to enable that person to discharge the functions of such office according to the usual course of that person's practice or discipline, wherein such person so communicating such information about such person or another is seeking spiritual counsel and advice relative to and growing out of the information so imparted. The prohibition of this section shall not apply to cases where the communicating party, or parties, waives the right so conferred by personal appearance in open court so declaring, or by an affidavit properly sworn to by such a one or ones, before some person authorized to administer oaths, and filed with the court wherein litigation is pending (c.f., Tenn. Code Ann. 24-1-206). Note: Every New Creature Counseling therapist is considered a counseling missionary (minister of the gospel) and will employ the Spiritual Soul Therapy model in their work with you.
2. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:
 - ⌘ Your therapist may occasionally find it helpful to consult health and mental health professionals about their work. During a consultation, your therapist will make every effort to avoid revealing the identity of their client. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together.
 - ⌘ You should be aware that New Creature Counseling uses administrative staff. In most cases, your therapist needs to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member. All staff members have agreed to abide by these rules of confidentiality.
 - ⌘ If a client seriously threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
 - ⌘ If a client files a complaint or lawsuit against our therapists, the therapist may disclose relevant information regarding that client in order to defend himself.
 - ⌘ If your therapist has reason to believe that a child who they are counseling is an abused child, your therapist will file a report with the appropriate government agency. Once such a

report is filed, your therapist may be required to provide additional information.

- ⬆ If your therapist has reason to believe that an elderly person or other adult (i.e. A spouse) is in need of protective services (regarding abuse, neglect, exploitation or abandonment), your therapist will report this to appropriate government agency. Once such a report is filed, your therapist may be required to provide additional information.
 - ⬆ If your therapist believes that one of their clients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, your therapist may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.
 - ⬆ While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your therapist any questions or concerns that you may have now or in the future.
3. If the client is a minor (under 18 years old) being seen individually and exhibits behaviors the therapist considers hazardous to the client's health, specifically drug use or sexual behaviors, the parent or guardian will be informed.
 4. If you are being seen as a couple or family, (a) you understand and agree that confidentiality does not apply within the therapeutic unit, (b) you understand and agree that no information can be released to anyone (i.e., attorneys, physicians, etc.) unless all members of the therapeutic unit sign a release.
 5. All modes of communication have limits and risks to confidentiality. Although New Creature Counseling and our therapists use technology designed to secure your confidential information, you agree to accept the inherent risks/limitations involved in using electronic modes of communication with your therapist and New Creature Counseling.
 6. New Creature Counseling participates in the training of ministerial counselors and their use of *Spiritual Soul Therapy*. If your therapist is one of our interns, you understand and agree that they will be under strict supervision by a New Creature Counseling supervisor and that they will be sharing your information with their supervisor to insure you receive outstanding ministerial counseling. You also understand and agree that the supervisor may attend and observe some of your sessions with your therapist.

PART III: The Ministerial Therapeutic Process. Initial _____

1. Although New Creature Counseling therapists may hold several mental health credentials, services they provide through New Creature Counseling offices are strictly limited to ministerial counseling. There is no formal diagnosis or treatment of any mental disorder. Ministerial counseling focuses on a biblical/spiritual approach to growth, development and mental health.
2. One major benefit that may be gained from participating in ministerial counseling includes a better ability to handle or cope with marital, family, and other interpersonal relationships. Another possible benefit may be a greater understanding of personal goals and values; this may lead to greater maturity and happiness as an individual. Other benefits relate to the probable outcomes resulting from resolving specific concerns brought to therapy.
3. Working to achieve these potential benefits will require that firm efforts be made to change and may involve the experiencing of significant discomfort. Remembering and therapeutically resolving unpleasant events can arouse intense feelings of fear, anger, depression, frustration, and the like. Seeking to resolve issues between family members, marital partners, and other persons can similarly lead to discomfort, as well as relationship changes that may not be originally intended.
4. Any notes kept by your therapist will remain confidential. They are ministerial notes, not psychotherapy notes. They are the property and responsibility of the therapist. After your therapist deems their ministerial notes are no longer needed for their work with you, he is responsible for having them destroyed.
5. No audio or video recordings will ever be made of your sessions without your written

permission. You, also, agree not to make any audio or video recordings of your sessions without your therapist's knowledge and written consent.

PART IV: Fees and Sessions. Initial _____

1. Sessions are generally forty-five minutes in duration. There is no fee for your sessions. Walnut Street Church of Christ is providing our services at no cost to you.
2. Because New Creature Counseling therapists' participation in any legal action is not considered part of the counseling services offered through this ministry, if you ever ask them to participate in any legal activity on your behalf (i.e., appear in court, etc.), you agree to pay a \$1000 deposit before the activity date and then \$500 per hour in compensation for their time. Time will accrue from portal to portal the day of the activity.
3. You have three options for involving the elders in your counseling process. Please initial the option you prefer. The option you initial will serve as your written release when you sign this contract. 1. _____ You **do not** authorize William T. Lambert, Jr. to release any records and/or information concerning your treatment to the elders, 2. _____ You authorize William T. Lambert, Jr. to release only your name to the elders so they can pray for you generally, 3. _____ You authorize William T. Lambert, Jr. to release any information concerning your treatment to the elders so they can pray for you specifically. Note: If you chose to release your name or any information to the elders, they agree never to disclose any information to anyone, including their spouses, without your written permission. They also agree never to approach you and talk to you about your treatment concerns. If you desire the elders to talk to you about your concerns brought to counseling, you are responsible for going to them.
4. If you cancel two consecutive appointments, cancel three total appointments, or if you do not show for one appointment without canceling ahead of your appointment time, you will lose your appointment and be placed on the bottom of the waiting list.

PART V: Contacting Your Therapist. Initials _____

Due to their work schedule, New Creature Counseling therapists are often not immediately available to receive calls. If there is an emergency, however, and you cannot reach them, contact your family physician or the nearest emergency room for crisis treatment.

Your signature below indicates that you have read the information in this document and agree to abide by its terms.

Client Signature/Date

Client Signature/Date

Client Signature/Date

Client Signature/Date

Client Signature/Date

Client Signature/Date

Therapist Signature/Date