

**Howard Brockman, LCSW, DCSW (OR License #1808)  
1620 Commercial St. SE  
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(503) 370-4546**

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## **CLIENT INFORMED CONSENT & DISCLOSURE STATEMENT**

Thank you for your interest in working with me as a client, either in person or by telephone, whichever is applicable. I am providing you with the following information so you can make an informed choice about your decision to engage my services. Please read this information carefully and let me know if there is any part you do not understand. Although I will share my skills and abilities to support your well-being, my work with you is only a resource. As an intentional and conscious participant in your growth, you will ultimately take all responsibility for and actions related to your health and well-being.

### **Counseling Services Offered - Theoretical Approaches**

As a licensed clinical social worker with over 28 years of practice and hundreds of hours of training beyond graduate school, I integrate a number of therapeutic approaches in my practice within a holistic and psycho-spiritual framework. Treatment modalities and therapies may include but are not limited to the following: Neuro-Linguistic Programming (NLP); cognitive and solution-focused therapy; process-oriented psychology; Ericksonian hypnosis; past life story, guided imagery or Jungian active imagination; gestalt awareness, which may involve role play; psychodynamic therapy which involves discussions of family of origin connections to present-day problems; couple and/or relationship counseling; applied kinesiology; shamanic healing interventions; Dynamic Energetic Healing® which includes prayer, frontal/occipital holding, meridian and chakra tapping and other energy-based therapies (collectively “Energy Techniques”) and family therapy, which may include mediation.

Energy Techniques is a collective term used to refer to a variety of alternative and complementary treatments based on the use, modification, and manipulation of energy fields that look at imbalances within the person’s energy system as well as the energetic influence of thoughts, beliefs, and emotions on the body. The prevailing premise of the Energy Techniques is that the flow and balance of the body’s electromagnetic and more subtle energies are important for physical, spiritual, and emotional health, and for fostering well-being. Although the Energy Techniques appear to have promising mental, spiritual, and physical benefits, they have yet to be fully researched by the Western academic, medical, and psychological communities. By signing this document you understand that if you choose to use any of these Energy Techniques as part of our work together that the Energy Techniques could be considered experimental and are considered “alternative” or “complementary” to the healing arts that are licensed by the State of Oregon.

If you ever have questions or concerns about the nature of the theories, methods, approaches and/or techniques I use, please feel free to ask me for further resources or references. It is my intention to have an open and honest therapeutic relationship, which requires that you be informed about where we are starting from and where we are going at each step in the process.

### **Outcome Expectations – Treatment Philosophy**

Please note that it is impossible to guarantee any specific results regarding your counseling goals using any of the approaches outlined above, and we don't know how you will personally respond to any of the approaches, including the Energy Techniques, if applicable. However, we will work together to achieve the best possible results for you. During the course of therapy it is common for issues that create discomfort to arise which could be perceived as negative. Clients new to this process are often surprised when unexpected feelings or memories emerge that are confusing and sometimes uninvited. Additionally, some clients may start feeling worse before they feel better. This can be the result of doing the emotional work required for healing or problem resolution to occur. These are but some of the "risks" that the psychotherapeutic process can generate. If questions or concerns come up for you at any time during the counseling process, I encourage you to discuss them with me immediately.

The first session is used primarily for gathering information and discussing any questions you may have regarding my policies and procedures. In this initial session I will want to know as much as possible about the specific problems you need help with. This is in addition to the information you have already provided me from the printed forms filled out by you as well as your autobiographical summary. I need all of this information so I can formulate an evaluation and then share with you a proposed treatment plan, anticipated benefits and risks as well as projected prognosis and outcome.

### **Education and Training**

I received my master's degree in Social Ethics/Religious Studies from the University of Southern California and a master's degree in Social Work from Portland State University. I am a Licensed Clinical Social Worker (LCSW) by the State of Oregon and have had a private psychotherapy practice since 1981. I am the creator and developer of Dynamic Energetic Healing®, a unique synthesis of psychospiritual healing methods that awakens the power of applied human consciousness. I am a Diplomate in Clinical Social Work, The American Psychotherapy Association, The Association of Comprehensive Energy Psychology and the Director of DEH International™, the certification program for Dynamic Energetic Healing®. I also have 20 years of experience in Kundalini Yoga and meditation practices and extensive training in process work, core shamanism (since 1981) and energy psychology.

**Acknowledgment and Consent to Receive Services**

By signing this document and any attachments hereto, you agree that I have disclosed to you sufficient information to enable you to decide to undergo or forgo any of the approaches and other services I offer, including the Energy Techniques, if applicable. You understand that you are freely choosing to take advantage of my services and would otherwise have the option of using conventional health care services exclusively, provided by another professional health care provider of your choosing. You understand that your consent to the nature of our sessions is given voluntarily, without coercion, and may be withdrawn at any time in the future. Further you understand if you choose to use the Energy Techniques as part of our work together that the Energy Techniques are a relatively new healing approach and the extent of their effectiveness, as well as their risks and benefits are not fully known and you agree to assume and accept full responsibility for any and all risks associated with using the Energy Techniques. You represent that you're competent and able to understand the nature and consequences of our proposed sessions. You have read and understand the above disclosure about the services offered by me and my training and education and you have discussed with me the nature of the services to be provided.

By signing in the space provided below, you knowingly, voluntarily, and intelligently assume these risks and agree to release, indemnify, hold harmless and defend Howard Brockman, and his representatives, agents, consultants, and employees from and against any and all claims or liability, of whatsoever kind or nature, which you, or your representatives, may have for any loss, damage, or injury, including without limitation, physical, emotional, mental, financial, or personal, arising out of or in connection with your sessions.

You acknowledge that we have discussed and you understand and agree to my standard Office Policies and Procedures regarding health insurance, payment policy, fees, cancellation policy, hours, confidentiality, and miscellaneous items which is attached hereto and incorporated herein by reference.

Please sign both copies of this Client Informed Consent and Disclosure Statement to acknowledge that you have read and understand this document in its entirety and that you authorize the release of your clinical record information to your insurance company as necessary for the purpose of healthcare credentialing, payment reimbursement, utilization review and quality assurance review. A copy for your records will be returned to you. I will retain a copy for my confidential records.

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Legal Representative

\_\_\_\_\_  
Date

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### OFFICE POLICIES AND PROCEDURES STATEMENT

#### **Health Insurance – Payment Policy**

Due to continuing reductions in my reimbursement by insurance companies, I require full payment due at the completion of each session. Payment may be made by personal check, cash or credit card. If your personal check bounces due to insufficient funds, you will be charged an additional \$10.00 fee reimbursing me for bank charges for redepositing your check. If you pay with your credit card, I will take your credit card information at the end of the session and charge your account later on that day (as the procedure requires accessing my virtual terminal from my computer; all credit card transactions will be processed at the end of each business day). If for any reason payment is not received within 30-days, you will be charged an additional monthly fee of \$10.00 on the accruing balance. If your account is unpaid after two sessions, you will need to wait until I receive full payment before a new appointment can be made.

As a courtesy to you, I will bill your insurance company (if you request it) but with the understanding that you will receive reimbursement directly from your insurance company, which will likely be less than my full fee of \$150.00 per hour. Any time spent beyond the initial first 55-minute hour will be billed in 15-minute increments of \$37.50. Should you have any questions about your benefits or eligibility associated with your insurance company, you will have to deal with them directly as my office manager will no longer be calling on your behalf.

Health insurance has become a national issue and concern for all Americans. The increasing annual premium increases for maintaining your existing benefits by insurance companies comes along with reduced reimbursement rates to licensed mental health providers as one means to attempt to control the insurance companies' costs. Additionally, it is becoming increasingly more difficult to talk to a real person through a telephone inquiry as health insurance administration is becoming more and more automated. As a consequence, it is now requiring excessive expenditures of my time to access simple information online. With my ever-increasing client load and ongoing pressure by insurance companies to reduce the time per session I can spend with you (along with the number of sessions they insist I am justified to work with you to resolve your current issues based on what they deem to be "medically necessary"), I am passing these administrative "costs" on to you to wrangle with your insurance company if ever that becomes necessary.

Another reason for my policy is that as long as I am contracted with an insurance company, my case notes are the property of the insurance company that can demand copies at any time in order to review and justify treatment options and assess whether or not I am allowed to provide additional treatment to you. The fact is that when you are using your health insurance to pay for your treatment, your personal issues and how we approach them are not confidential. I am committed to preserving your privacy and keeping your personal information out of prying and intrusive eyes of behavioral health care managers who are legally empowered to review my progress notes and critique my treatment plans. I believe that in order for you to do the deep personal work that is required while working with me within an energy-based psychotherapeutic approach, you need to know that all work done in my office or over the telephone is confidential. I believe this is the best way to honor and protect the sanctity of your personal healing work.

Please note what insurance companies “in general” will cover:

- 1.) Services that are determined to be “medically necessary.” Medically necessary may be defined as a description of a covered DSM-IV Axis I diagnosis (these are essentially acute symptoms or problems).
- 2.) Conditions that can be treated by short-term, problem-focused, goal-oriented approaches whenever possible (frequently stated in managed care insurance policies).

This means your insurance company will often cover a limited number of office sessions with me to work on your problem as intensely as possible with the focus on eliminating acute symptoms.

### **Fees**

The fee for a standard 55-minute hour appointment is \$150.00. An additional one-time file setup and processing fee of \$25.00 will be added to your first session billing. Partial hours shall be prorated and billed in increments of 15 minutes. Please discuss this with me to eliminate any billing errors should you have any questions. It is your responsibility to supply your current insurance card for copying and verification should you request that I bill them for you.

### **Cancellation Policy**

If you need to cancel an appointment, please let me know as soon as possible. Others are usually waiting for appointments on my wait list. If I do not have a 24-hour notice of cancellation, you will be charged the normal hourly appointment fee, *which your insurance will not cover*. **This fee must be paid prior to your next appointment should this ever occur.**

### **Hours**

I can be reached between the hours of 9:30 am to 6:00 pm, Monday through Friday. Often however, I am with clients and may not be able to return your call immediately. I check for messages frequently during the day and will make every effort to return your call that same day. If I cannot reach you that same day, I will return your call as soon as I can the next day.

I also check for messages during the weekend. If you are having an emergency after hours, you may always call the Salem Adult Mental Health Psychiatric Crisis Center at 503-585-4949 for immediate assistance or call 911.

### **Confidentiality**

I abide by the laws and ethical principles that govern privilege and confidentiality. I will not disclose to anyone anything you tell me, not even the fact that I have seen you without your written permission by way of a signed release of information form. There are a few exceptions to these standards:

- It is legally required of me that I act so as to prevent physical harm to yourself or others when there is “clear and imminent” danger of that happening.
- I am legally required to report cases of ongoing child, elder and disabled abuse.
- I may have to release clinical information regarding your personal information to insurance carriers as required for payment or review of your claim.

- I may have to release your records when ordered to do so by court subpoena. However, I will discuss this with you beforehand and request a written release from you if I judge this to be in your best interest.
- On occasion, clinicians consult with colleagues about their work. If your case were ever discussed it would be confidential and without your name or identifying information.
- If required by law, such as in response to a court or administrative order, discovery request or other lawful process, I will have to release the requested personal information. You will be notified first.
- I may disclose your personal information if I believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

**Miscellaneous**

- Physical touch is frequently utilized as part of the therapy model called Dynamic Energetic Healing®. This is derived from the discipline of applied kinesiology, specifically referred to as manual muscle testing in my clinical practice. When using manual muscle testing, you will be asked to extend your arms out while I gently touch my fingers to your forearms to measure your physical resistance to specific questions. This is used for diagnostic assessment and for selection of specific interventions. Additionally, an intervention referred to as frontal/occipital holding is used to balance conflicting energies specific to problem states associated with your intention statement. During this intervention, one of my hands makes gentle contact with your forehead while my other hand gently contacts the back of your head. Generally the intervention will last for 1-3 minutes. If you have any reservations about physical touching as described above, please bring this to my attention immediately.
- If you choose to terminate therapy unilaterally, you may request and sign a release of information to have your psychotherapy notes copied for another therapist with whom you may choose to continue your therapy. My charges are \$5.00 per page for copying any notes or documents in your file. It is my policy that you sign a termination statement prior to your last session.
- I reserve the right to terminate your therapy with me at any time. If in my opinion I determine that you would be better served by working with another therapist, or for any other reason, I will inform you that our therapeutic relationship has terminated and ask that you sign a termination statement.
- It is current Oregon law that non-custodial parents have equal right to access the records of minor children who are receiving counseling or psychotherapy. Legally, a “child” means an unmarried person who is under 18 years of age.
- Please be advised that even though my internet browser is supported by standard encryption as well as Zone Alarm Firewall to prevent 3<sup>rd</sup> party snooping, emails sent to you cannot be guaranteed to be 100% confidential. This is also true for any email correspondence.
- If you feel my services to you can be improved or I am not adequately addressing your concerns, I encourage you to submit any of these issues in writing and you will receive a response within 10 business days.
- I adhere to the Code of Ethics as delineated by the Oregon State Board of Clinical Social Workers (ORS 675.510 - 675.600 & 675.900).

Please sign below to acknowledge that you have read and understand my Office Policies and Procedures Statement.

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Client’s Signature

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Date

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Signature of Parent, Guardian or Legal Representative

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Date