Creating Informed Consent Statements

By Dr. Robert Tippie, Ph.D.
MARET Systems International

An Introduction to Informed Consent Statements

An Informed Consent Statement gives the counselor or the pastor written permission to treat an individual. While it might seem unnecessary to have such a document signed, the exact opposite is true. In fact, counselors have been successfully sued simply because they did not have permission in writing to treat an individual. There does not need to be any gross negligence or malpractice involved. Therefore, prior to treating anyone for any reason (including rather routine premarital counseling) the therapist needs to gain written permission on the part of all parties involved in the counseling.

The Informed Consent Statement is a little more comprehensive than a single sentence that says “John Doe is giving Pastor Smith permission to counsel.” The Informed Consent Statement should let the client know what type of services they can expect, what type of outcome they might expect, what the limitations of treatment will be, when the therapist will refer, and what the credentials of the therapist are. When a potential client understands who is counseling them, from what vantage point they will be counseled, and the abilities and education of the therapist, then the client is making an informed decision to allow the therapist to continue. Otherwise, the client might make some assumption (real or otherwise) that they were being counseled under other pretenses.

The reason that therapists have been successfully sued for not providing this information is simple. The therapist can easily “appear” to be an expert in many ways simply because of their position. Many people in churches assume that the pastor is able to do some type of marriage counseling. Thus, they enter the pastor’s office for marriage counseling already assuming that the pastor is capable. If the pastor does not disclose that he or she has never done much marriage counseling, then the clients have been deceived to a significant degree. Since the pastor takes on the case, the clients believe that the pastor has the appropriate abilities. After a dismal failure in the effort, they find out that the pastor was totally unqualified. Since these facts were not immediately disclosed at the onset of therapy, there is some justifiable reason for action on the part of the client.

Thus, each therapist (including a pastor) has an obligation to disclose to their clients exactly what they can do. The Informed Consent Statement allows the client the option to say whether or not they believe that the therapist is the best choice for marriage counseling (or any other counseling).

There are a few key elements that must go in the Informed Consent Statement. Informed Consent Statements vary quite a bit in the industry. The key point to remember is that you should disclose to your client all information that you believe is necessary for them to feel comfortable
that you can handle their situation. You should not try to make yourself look like something that you are not. That is deceptive and will only lead to trouble in days to come.

Furthermore, there are four different types of counseling that probably mandate the creation of four distinct Informed Consent Statements. Those types of counseling include: 1) individual counseling; 2) couples’ counseling; 3) counsel of a child; and, 4) counseling of a whole family unit.

In our discussion on this topic, we will generally outline what must go in every Informed Consent Statement. Then, we will discuss the added items that must be placed in the specific Informed Consent Statements. The bulk of all four of the Informed Consent Statements will contain the same information. That information can be used to create the specific Informed Consent Statements for the four different types of counseling.

Here is what you should include in every Informed Consent Statement: 1) A general statement describing the document itself; 2) a general statement regarding your knowledge, years of experience (where appropriate), and education; 3) a very brief description of the type of counseling that you do; 4) the philosophical or religious methods that may be employed; 5) a general statement regarding any assessments that might be administered and the purpose for those assessments; 6) a reference to the Confidentiality Agreement which they must sign; 7) a statement about financial reimbursement for services including when those payments are due and what happens if the client is delinquent (if you are charging clients for services); and, 8) any type of supervision that you receive while attending to clients.

It might seem from this list of things that need to be included in the Informed Consent Statement that the statement itself might turn out to be a small book that needs interpretation by a full legal staff. And, that is exactly what the therapist must avoid in the creation of the document. This document must include all of these facets without the document being long – in fact, an Informed Consent Statement that is over one and a half pages (single-spaced) is too long.

The best way for a therapist to create an Informed Consent Statement is to write out each of the eight statements without worrying about length. After each section is complete, the therapist should continue to consolidate the statements until they are as short as they can possibly be while still including everything. That, indeed, is a challenge. Furthermore, the statements must be written in such a way that the “average Joe” can easily understand them. No legalese should be include.

An Informed Consent Statement Assignment

After a therapist has thoroughly read through all of the material regarding the Informed Consent Statement, the therapist should create all four Informed Consent Statements. When the therapist has completed all four Informed Consent Statements they should carefully review them to see that they contain the content that has been described already. This is the first step in creating a good set of Informed Consent Statements. [We have also included four separate samples of Informed Consent Statements. We do not suggest that you simply copy those Statements since they might not match your criteria completely. Feel free, however, to use them as guidelines.]

Once you have completed your four versions of the Informed Consent Statements you should keep them on file and use them with every single counseling session that you engage. There should be absolutely no exceptions to that rule. Always protect yourself!
Read through the remainder of this lesson material. After you fully understand the function of the documentation presented here, begin the process of writing your own unique Informed Consent Statements.
Components of an Adequate Informed Consent Statement

A General Statement Describing the Document

Many people are afraid to sign anything. This initial statement should clearly tell them the purpose of this document is for their own information -- so that they know everything that will be transpiring during counseling. They are not signing their life away!

Example of an opening statement:

*This document has been provided to explain my services to you. At the bottom of this document you will note a signature line. After reading and discussing this document, you will be asked to sign this document. Your signature indicates that you are giving me permission to continue in our counseling relationship. Please feel free to ask any questions to clarify what you read here.*

Your knowledge, Experience and Education

This statement should very briefly introduce you as the therapist and should give the client some understanding of who you are, where you were trained, how much experience you have, and what level of education you have (including continuing education). This statement should end with a notice to the client that if you ever feel unqualified to continue with their case you will find a suitable place to which you can refer them.

Example of your knowledge:

*My name is John Doe. I have been counseling for 15 years. I currently hold a Master’s Degree in Counseling. I am also Pastor of the First Community Church. I am currently working on my PhD in Clinical Counseling. While I have significant experience counseling specific issues, there are times when I feel that referring an individual to another more qualified counselor would be best. In the event that I feel that your case will be better served in the hands of another counselor I will inform you and discuss those options with you. Furthermore, at any time you may request to be referred to another counselor.*
Type of Counseling

This should clearly define what types of counseling you do including any specialty counseling that you have learned to do (e.g., addiction-based counseling).

Example of type of counseling:

My counseling expertise is with individuals suffering from emotional distress. I also have a five-year track record counseling both marriage relationships in crisis and premarital relationships.

Philosophical or Religious Methods

If you use any type of specific philosophical or religious methods that the client may later question, these should be introduced at this point. Even though you might be a pastor and you might assume that everyone “knows” that you will counsel using the Bible at times, don’t fail to mention that fact. You may have someone who is completely new to the church environment come in for marriage counseling and they may be shocked or even offended that you opened a Bible while discussing their marriage. This issue must be discussed right up front. Furthermore, if you use any type of “secular” material you (as a pastoral especially) should mention that issue since your “hardcore” Christian population might be shocked or offended at the use of secular material.

Example of philosophy statement:

As a Pastor, I find incorporation of spiritual insights important in many counseling situations. When I feel it is appropriate to specific situations, I will use the Bible as a counseling tool. While I do find spiritual issues important, I am also aware of the psychological sciences and I often explore what others might call “secular” understandings in my research. You will find that my counsel is a blend of Biblical understanding and secular science. If at any time during our sessions you feel uncomfortable, please let me know.

Assessments

Some people just don’t like tests. They find them disturbing. This section of the Informed Consent Statement should say that you might use assessments for the best interest of the client so that you can better assist them in the healing process. Make sure that the assessments are designed to help them and not “label” them. Many times, as soon as a client takes an assessment they ask: “We’ll, am I crazy?” Relieve that stress with this statement.

Example of assessment statement:

On a regular basis, I use a variety of assessments during the counseling process. I find that these assessments often save time in the counseling process. I often use them to gain
insight into the issues that a client is facing. As a client, however, you should not feel that my use of assessments is in any way placing “psychological labels” upon you. I do not use assessments for that purpose. Any assessment that is used is for your benefit in the healing process.

Confidentiality Agreement

This should simply be a statement in passing. It should say that all clients are required to sign a Confidentiality Agreement before proceeding with any counseling. In fact, that document should have probably already been discussed. If they are not willing to sign a Confidentiality Agreement there is no need to continue.

Example of confidentiality statement:

As part of any treatment, all of my clients are required to read and sign a Confidentiality Agreement. If you have not yet been offered that Agreement, please consult me about it.

Payment for Services

If you charge clients for your services, the payment agreement including the amount that will be charged per session should be included in this statement. This statement should also include a brief statement regarding delinquent accounts and their resolution.

Example of a payment of services:

As a Pastor, I do not regularly charge for counseling services. However, if you find that these services are of significant benefit to you, you may consider an additional offering to the Benevolent Fund of the church. Your gifts would be much appreciated.

Sexual Misconduct

Sexual misconduct among both clergy and professional counselors is a serious problem. At all expense these occurrences need to be prohibited. Therefore, we recommend that the therapist includes a statement regarding sexual contact directly in the Informed Consent Statement. This will make it clear to the client that such behavior is inappropriate, unethical, immoral, and in most cases illegal.

Example of a sexual misconduct statement:

As a client, you must understand that sexual harassment, sexual behaviors including requests for sexual performance, sexual discussion regarding a potential relationship with you as the client, inordinate touching or other physical contact of an affectionate or sexual nature, or offers of, attempts to commit or actual commission of sexual actions including intercourse but not related to intercourse are strictly forbidden by my moral and ethical codes of conduct. Client advances in these regards will result in termination of counseling relationship and reporting of the incident to proper authorities.
Supervision

This statement should say that you are not functioning in a “vacuum.” It should let the client know of any associations that you are part of. It should also let them know that you regularly consult with other therapists in the event that you need additional help and support.

Example of a supervision statement:

During the course of counseling, I regularly consult with individuals who are professional counselors. I have submitted myself to their oversight as a fellow counselor. When I need additional information I often consult them. When I have problems of my own, I do not hesitate to call so that I can discuss those issues. As the Pastor of the church I am also completely accountable to the church board for my actions. Finally I am also an active member in the Unified Association of Community Church Counselors (UACCC). I am a member in good standing with that organization.

Final Statement

If you have any questions or concerns regarding this document or my qualifications, please discuss those issues with me so that we can resolve them. If you voluntarily wish to continue our counseling experience together, please indicate your desire by signing this document. After signing, you will receive a copy for your records.

[Disclaimer: The student must understand that these are legal documents. The example provided here should not be used without further revision by the student to meet their own state, national or regional guidelines, laws and ethics. MARET Systems International cannot be held liable for someone using this example. All of this information must be customized for the area in which the individual functions.]
As stated previously, there are four different types of Informed Consent Statements that should be created. The one just completed will serve well as the individual counseling Informed Consent Statement. Only slight modifications will need to be made in order for it to function properly.

However, when a therapist counsels other situations there are additional elements that should be added to the basic Informed Consent Statement. We will briefly outline the additions that must be included to make the Informed Consent Statements more complete for those situations. There are two ways in which these additions can be included. They can either be added to the context of the above statement, or they can be used as an additional sheet – an addendum to the above sheet. The student will need to decide for themselves exactly how they wish to employ these additional statements.

In the statement above, the following areas should remain essentially unchanged. Those statements are:

- A General Statement Describing the Document
- Your knowledge, Experience and Education
- Type of Counseling
- Philosophical or Religious Methods
- Payment for Services
- Supervision
- Final Statement
****Additions/Addenda for Couples’ Counseling****

Some changes should be made either as an addition to the Informed Consent Statement above or as a separate sheet addendum to that sheet. Those changes include the following items.

**Assessments**

While there is already a statement regarding assessments in the general Informed Consent Statement above, for couples’ counseling, the therapist may wish to clarify the information regarding assessment couples. The following example might be included as an addendum to the original on a separate sheet.

**Example:**

*On a regular basis, I use a variety of assessments during the counseling process. I find that these assessments often save time in the counseling process. I often use them to gain insight into the issues that a couple is facing. As a couple, however, you should not feel that my use of assessments is in any way places “psychological labels” upon you. I do not use assessments for that purpose. Any assessment that is used is for the benefit of your relationship, its healing and growth.*

*While the intent and focus of the assessments is largely focused on the relationship as a whole, there are times when individual issues surface. In the case where an individual issue arises that is not part of the specific relationship issue, that issue will be discussed with the individual to whom that issue pertains and will not be discussed during a joint session that includes both individuals.*

*At that point individual counseling outside of the marital or premarital counseling relationship may be engaged either with myself or with another therapist (as agreed upon jointly between the individual and myself). In no way will individual or personal issues be exposed to the other individual without consent from the individual having the personal issue.*

*The individual client will have complete control over the disclosure of personal issues that arise unless law or professional ethics determine that those issues must be disclosed to the other party.*

**Confidentiality Agreement**

Confidentiality issues are always “tricky” when engaging a couple in therapy. Often, both of the individuals being counseled will talk about their counseling experience with others outside of therapy. There is nothing worse that can happen for the therapeutic relationship. This process can never aid in the counseling relationship and more times than not it hinders the process of healing since individuals on both sides receive biased advice from their friends and peers. Friends, co-workers and trusted family members are often the most likely sources for “armchair counseling.”

The church environment makes matters even worse. This is evident since both parties may reveal their counseling session “secrets” to different groups of individuals within the church. For couples’ counseling to be effective breaches of confidentiality on the part of both
individuals must be stopped by a strongly worded statement that prohibits advice from being obtained from other sources.

As a rule, both individuals should independently sign a Confidentiality Agreement. Do not allow both individuals to sign one single Confidentiality Agreement. Confidentiality is a personal thing, and as such both of the individuals in a couple must sign their own Confidentiality Agreement.

In addition to that Confidentiality Agreement a statement similar to this one should be added to the Informed Consent Statement.

Example:

As part of any treatment, all of my clients are required to read and sign a Confidentiality Agreement. If you have not yet been offered that Agreement, please consult me about it.

Furthermore, in cases where more than one individual is involved in counseling all individuals being counseled must agree together that they will not discuss their therapy with anyone else outside of the counseling office. This agreement extends to friends, to co-workers, to other family members, and to anyone else whom the individual may choose to discuss the counseling relationship. Such communication outside of the therapeutic environment will not help the growth and nurturing of the relationship. In fact, there is a strong possibility that such communication will do significant and maybe even irreparable harm to the relationship.

Your signature on this document states clearly that you will not discuss your relationship or your relationship difficulties outside of the counselor’s office with others. In all likelihood, the advice that you will obtain from others will be biased information from sources untrained in therapeutic techniques. That information will hinder or destroy any prospect of health being brought to your relationship.

Special Statement for Couples’ Counseling

In couples’ counseling it is sometimes hard to determine who the “client” is. Is he the client? Is she the client? Are both people in the relationship clients, meaning that there are two clients in the counseling office at the same time? Or, is the relationship itself the client and the two people involved components of the client?

This is a hard question to answer. But, in most cases, therapists will agree that the relationship itself is the client and the two individuals in the relationship are the components of the client.

This is an important question since it will set the tone for the whole counseling experience. Each individual involved in the relationship should understand that they bring something special to the relationship. Neither is more important than the other. And, without one the relationship itself would not exist. Therefore, in the therapeutic process, we will be counseling the marriage – not a particular individual within the marriage.

In the event that situations unfold and it is apparent that one individual or both individuals need personal guidance and assistance, then we will move forward to engage that individual in personal, individual therapy. That therapy, however, will be totally distinct and separate from the couples’ based therapy in which we are engaging here.
Any communication that ensues in individual therapy will have its own “rules” and will not be discussed during joint therapy sessions related to the relationship itself. Any disclosures made by any individual who is engaging in individual therapy will be the sole choice of that individual and not the choice of the therapist.
****Additions/Addendum for Counseling a Child****

Some changes should be made either as an addition to the statement above or as a separate sheet addendum to that sheet. Those changes include the following items.

**Assessments**

Testing of a minor child should only be done with the full consent of the parent(s) or legal guardian. Prior to administering any tests or assessments to a child, the therapist should gain full consent from the parent(s) or legal guardian prior to engaging in the testing process.

*Example:*

*On a regular basis, I use a variety of assessments during the counseling process. I find that these assessments often save time in the counseling process. I often use them to gain insight into the issues that a client is facing. As a client, however, you should not feel that my use of assessments is in any way placing “psychological labels” upon you. I do not use assessments for that purpose. Any assessment that is used is for your benefit in the healing process.*

*As the parent(s) or guardian of the minor child (i.e., the client) you will be fully informed of any testing or assessments that will be conducted on the child. Prior to actual testing of a minor child you will have the right of refusal for any form of testing unless that testing is mandated by law. You as the parent(s) or the guardian will have complete assess in private session to full disclosure of all findings generated by such testing methods.*

**Confidentiality Agreement**

Special considerations must be taken concerning confidentiality issues related to a minor child. This is often a very “sticky” situation. Some parents or legal guardians are extremely over protective of their children and cannot allow external influences on their children at all (that, indeed, is probably one of the reasons the child is in therapy to begin with). Other parents suspect that their child is involved in things that they as parents do not wish for their children to be involved with – gangs, drugs, illicit sexual encounters, or other adolescent activities.

Consequently, many parents want a full report on everything that is said in the counseling office. Some parents will even request to sit in on counseling sessions. The therapist must understand that in most States in the United States the parent has a complete right to be as involved as they wish in the counsel of their minor child. Therefore, if a parent demands such access, the therapist doesn’t have any alternative.

In cases of such excessive over parenting the therapist has a few choices. The first of those choices would be to refer the whole situation elsewhere. That, indeed, is a viable and logical choice. And, it is not a bad choice – especially if the therapist feels that they can do no good for the child with the constraints placed upon them by the parent(s).

Another possibility would be for the therapist to engage in a few one-on-one sessions with the parent(s) themselves to see what their fears are. There is a possibility that there is an
underlying issue that needs to be resolved. In all likelihood, this situation will lend itself to either a family counseling issue or a marital counseling issue.

The most advantageous position for the therapist to be in when it comes to counseling a child is for the therapist to have a significant amount of “space” to discuss issues freely with the child. The confidentiality statement presented here as part of the Informed Consent Statement may need to be tailor made for each respective client. One size may not fit all.

When a parent refuses to give the therapist any room to explore without revelation of everything discussed in therapy it is unlikely that the child will open up to the therapist to any great degree. The therapist will be viewed as an extension of the parental system which landed them in therapy in the first place. In order for child therapy to work at all the child needs room to discuss issues openly with the therapist. In such a case, it is strongly recommended that the therapist terminate therapy and inform the parent to seek assistance elsewhere.

The statement below is the optimal statement that the therapist might desire to get the parent to sign.

Example:

As part of any treatment, all of my clients are required to read and sign a Confidentiality Agreement. If you have not yet been offered that Agreement, please consult me about it. In the case of a minor child, the parent(s) or legal guardian must sign that statement.

Counseling a child is a difficult task. It is often hard to get a child to open up to an adult. Obviously, some issues have brought the child to the point of needing therapeutic intervention. And, there are undoubtedly issues of trust involved in the child’s social network.

In order to connect with the child and make some headway into the issues that the child is facing, the therapist often needs the ability to discuss issues with the child in a manner so that the child understands that their communication together is not being broadcast back to the parents. Without some security in that area, it is unlikely that the child will ever disclose enough information to make any significant progress toward healing.

While parents have the right to know the content of each session, it is wise on the part of the parent to give the child the freedom they need to discuss hard issues openly and frankly with the therapist. It is our suggestion that the parents allow the therapist the freedom to counsel your child without the encumbrance of continually discussing every detail that transpires during therapy.

While the therapist will certain warn a parent when a child is in danger or when a child’s condition is worsening, it is wise for the parent to allow the therapist to do their job and attempt to help the child in the best way possible.

Regarding the issue of confidentiality, the parent must understand that they have the right to know anything that they wish to know. On the other hand, if the parent sincerely desires to help the child, the parent will allow the child the freedom to have their own confidential space in therapy. Thus, we recommend that the parent refrain from enquiring about the detailed process of therapy. In all likelihood, there will come a time when the child will be able to voice their issues on their own. Then, the parent will understand everything that has transpired in the healing process.

For optimal healing of your child, it would be best to give them assurance that they can freely talk in therapy.
****Additions/Addendum for Family Counseling****

Some changes should be made either as an addition to the statement above or as a separate sheet addendum to that statement. Those changes include the following items.

**Assessments**

In order to uncover family dynamics it is often advantageous to assess all of the members of a family unit. This procedure can often display the internal mechanisms within the family structure that cause breakdowns.

**Example:**

*On a regular basis, I use a variety of assessments during the counseling process. I find that these assessments often save time in the counseling process. I often use them to gain insight into the issues that a family is facing. As a family, however, you should not feel that my use of assessments is in any way placing “psychological labels” upon individuals within the family or upon the family itself. I do not use assessments for that purpose. Any assessment that is used is for the benefit of the entire family in the healing process. A summary of the correlated and combined results will be available at my discretion. I will discuss the results of the assessments with the adult members of the family and together we will determine in what form the results will be discussed with the whole family or members thereof. While the intent and focus of the assessments is largely focused on the family relationship as a whole, there are times when individual issues surface. In the case where an individual issue arises that is not part of a greater family relationship issue, that issue will be discussed with the individual to whom that issue pertains and will not be discussed during a joint session that includes all family members. If the individual is a minor child, the issues will be discussed with the parent(s) or legal guardian first (and, potentially, with the minor child – if appropriate). At that point individual counseling outside of the family counseling relationship may be engaged either with myself or with another therapist (as agreed upon jointly between the individual and myself). In no way will individual issues be exposed to the other parties in the family without consent from the individual and legal guardians – unless those issues have a direct and meaningful connection to the family relationship issues as a whole. The individual client will have complete control over the disclosure of personal issues that arise unless law or legal ethical concerns determine that those issues must be disclosed to other parties within the family unit, social services or law enforcement.*

**Confidentiality Agreement**

Confidentiality issues are always “tricky” when engaging a family in therapy. Often, each of the individuals being counseled will talk about their counseling experience with others outside of therapy. There is nothing worse that can happen for the therapeutic relationship. This process can
never aid in the counseling relationship and more times than not it hinders the process of healing since individuals on all sides receive biased advice from their friends and peers. Friends, co-workers and trusted family members are often the most likely sources for “armchair counseling.”

The church environment makes matters even worse. This is evident since all parties may reveal their counseling session “secrets” to different groups of individuals within the church. For family counseling to be effective breaches of confidentiality on the part of all individuals must be stopped by a strongly worded statement that prohibits advice from being obtained from other sources.

As a rule, all adult individuals should independently sign a Confidentiality Agreement. Do not allow the entire family to sign one single Confidentiality Agreement. Confidentiality is a personal thing, and as such all adult individuals in a family must sign their own Confidentiality Agreement.

In addition to that Confidentiality Agreement a statement similar to this one should be added to the Informed Consent Statement.

Example:

As part of any treatment, all of my adult clients are required to read and sign a Confidentiality Agreement. If you have not yet been offered that Agreement, please consult me about it.

Furthermore, in cases where more than one individual is involved in counseling all adult individuals being counseled must agree together that they will not discuss their therapy with anyone else outside of the counseling office. This agreement extends to friends, to co-workers, to other family members, and to anyone else whom the individual may choose to discuss the counseling relationship. Such communication outside of the therapeutic environment will not help the growth and nurturing of the family relationship. In fact, there is a strong possibility that such communication will do significant and maybe even irreparable harm to the family relationship.

Your signature on this document states clearly that you will not discuss your family relationship or your family relationship difficulties outside of the counselor’s office with others. In all likelihood, the advice that you will obtain from others will be biased information from sources untrained in therapeutic techniques. That information will hinder or destroy any prospect of health being brought to your family relationship.

Special Statement for Family Counseling

In family counseling it is sometimes hard to determine who the “client” is. Is every single individual in the family a separate client? Or, is the family relationship itself the client and the individual members of the family unit simply components of the client?

This is a hard question to answer. But, in most cases, therapists will agree that the family relationship itself is the client and the individuals in the family are components of the client.

This is an important question since it will set the tone for the whole counseling experience. Each individual involved in the family relationship should understand that they bring something special to the family relationship. Neither is more important than the other. And, without each person the family relationship itself would not exist.
Therefore, in the therapeutic process, we will be counseling the family – not a particular individual within the family.

In the event that situations unfold and it is apparent that one individual or multiple individuals need personal guidance and assistance, then we will move forward to engage that individual in personal, individual therapy. That therapy, however, will be totally distinct and separate from the family based therapy in which we are engaging here. Any communication that ensues in individual therapy will have its own “rules” and will not be discussed during joint therapy sessions related to the family relationship itself. Any disclosures made by any individual who is engaging in individual therapy will be the sole choice of that individual and not the choice of the therapist.