

NURTURING THERAPY SERVICES, PC

2425 N. ANKENY BLVD, SUITE 106

ANKENY, IA 50023

(515) 489-4602

THERAPY POLICIES AND INFORMED CONSENT AGREEMENT

PART I: THERAPEUTIC PROCESS

Benefits/Outcomes:

The therapeutic process seeks to meet goals established by all persons involved, usually revolving around a specific complaint(s). Participating in therapy may include benefits such as the resolution of presenting problems as well as improved intrapersonal and interpersonal relationships. The therapeutic process may reduce distress, enhance stress management, and increase one's ability to cope with problems related to work, family, personal, relational, etc. Participating in therapy can lead to a greater understanding of personal and relational goals and values. This can increase relational harmony and lead to greater happiness. Progress will be assessed regularly and feedback from clients will be elicited to ensure the most effective therapeutic services are provided. There can be no guarantees made regarding the outcome of therapy.

Expectations:

For clients to reach their therapeutic goals, it is essential they complete any tasks assigned between sessions. Therapy is not a quick fix. It takes time and effort, and therefore, may move slower than your expectations. During the therapy process, you and your therapist will identify goals, review progress, and modify the treatment plan as needed.

Risks:

In working to achieve therapeutic benefits, clients must take action to achieve desired results. Although change is inevitable, it can be uncomfortable at times. Resolving unpleasant events and making changes in relationship patterns may arouse unexpected emotional reactions. Seeking to resolve problems can similarly lead to discomfort as well as relational changes that may not be originally intended. Your therapist will work collaboratively toward a desirable outcome; however, it is possible that the goals of therapy may not be reached.

Structure of Therapy:

- ***Intake Phase*** – During the first session, the therapeutic process, structure, policies, and procedures will be discussed. Your therapist will also explore your experiences surrounding the presenting problem(s).

- **Assessment Phase** – The initial evaluation may last 2-4 sessions. During this assessment phase, your therapist will be getting to know you. They will ask questions to gain an understanding of your worldview, strengths, concerns, needs, relationship dynamics, etc. During this relationship-building process, they will be gathering a lot of information to aid in the therapeutic approach best suited for your needs and goals. If it is determined that your therapist is not the best fit for your therapeutic needs, we will provide referrals for more appropriate treatment.
- **Goal Development/Treatment Planning** – After gathering background information, you and your therapist will collaboratively identify your therapeutic goals. If therapy is court-ordered, goals will encompass your goals and court-ordered treatment goals, based on documentation from the court (please provide any court documents). Once each goal is reached, you and your therapist will sign off on each goal and you can receive a copy.
- **Intervention Phase** – This phase occurs anywhere from session two until graduation/discharge/termination. Each client must actively participate in therapy sessions, utilize solutions discussed, and complete assignments between sessions. Progress will be reviewed and goals adjusted as needed.
- **Graduation/Discharge/Termination** – As you progress and get closer to completing goals, you and your therapist will collaboratively discuss a transition plan for graduation/discharge/termination.

Length of Therapy:

Therapy sessions are typically weekly or biweekly for 55 minutes depending upon the nature of the presenting challenges and insurance authorizations. It is difficult to initially predict how many sessions will be needed. You and your therapist will collaboratively discuss from session to session what the next steps are and how often therapy sessions will occur.

If, at any point, your therapist believes your needs are better served by another professional, require specialized expertise beyond my scope of practice, or a higher level of care is needed, a list of professional referrals will be provided.

Appointments and Cancellations:

All paperwork including consents, agreements, intake questionnaires, and assessments, should be completed before the first scheduled appointment. If any paperwork remains incomplete, the appointment may need to be rescheduled.

You are responsible for attending each appointment and agree to adhere to the following policy:

If you cannot keep the scheduled appointment, you MUST notify our office to cancel or reschedule the appointment at least 24 hours before the scheduled appointment time or pay a fee of \$100. If a client appears visibly intoxicated or under the influence of drugs or alcohol upon arrival for a session, the session will be terminated and you will be liable for the \$100 fee. These costs are not covered by insurance companies. If you cancel or reschedule more than twice

in a row or 3 sessions within 6 months, your therapist may re-evaluate your needs, desires, and motivations for treatment at this time.

Psychotherapy is a uniquely personal service; therefore, consultations may be briefly interrupted. Your therapist may periodically take time off for vacation, seminars, and/or become ill. Attempts will be made to give adequate notice of these events. If your therapist is unable to contact you directly, a colleague or staff may contact you to cancel or reschedule an appointment.

Fees:

A form of payment must be provided before services begin and kept on file to facilitate the administrative processes effectively. The fee for each 55-minute therapy session is \$158 or your insurance copay/deductible. Payment is due at the time of service. Acceptable forms of payment are exact-amount cash, credit/debit card, or a Health Savings Account. If a scheduled appointment time is missed or canceled within 24 hours of the appointment time, please refer to the “Appointments and Cancellations” policy above. Any outstanding balances will be considered delinquent after 30 days and may result in a suspension of services.

The therapist charges his/her hourly rate in quarter hours for phone calls over 10 minutes in length, email correspondence, reading assessments or evaluations, writing assessments or letters, and collaborating with necessary professionals (with your permission) for continuity of care. All costs for services outside of a session will be billed at a rate of \$125 per hour.

Phone Contacts and Emergencies:

Office hours are from 9 AM to 4 PM, Monday through Thursday. If you need to contact your therapist for any reason please call (515) 489-4602, leave a voicemail, and a return call will be made within 24 business hours or as soon as possible.

Nurturing Therapy Services, PC is not a crisis center. In case of an emergency, you can access emergency assistance by calling the National Suicide Prevention Lifeline at 1-800-273-8255. If either you or someone else is in danger of being harmed, dial 911. For additional 24/7 support, call 988 to reach the Suicide and Crisis Lifeline or text HOME to 741741 for assistance via the Crisis Text Line.

Trial, Court Ordered Appearances, Litigation:

Rarely, but on occasion, a court will order a therapist to testify, be deposed, or appear in court for a matter relating to your treatment or case. To protect your confidentiality, we strongly suggest not being involved in the court. If your therapist gets called into court by you or your attorney, you will be charged a fee of \$200 per hour including travel time, court time, preparing documents, etc. Please keep in mind that unpaid requests for information by the client's legal team will be billed to the client. Insurance does not cover these fees.

Copies of medical Records:

Should you request a copy of your medical records, the cost is \$0.20 per page. Payment for your medical records will be due before or upon receipt and can be picked up at the office. Please allow at least 30 days to prepare medical records.

Minors/Parents of Minors:

If your child prefers not to discuss the content of the sessions, please respect their rights to not disclose details. Normal procedures for discussing issues related to your child's therapy will include parent/child sessions or parent(s) joining in at the beginning or end of the session if the client desires. We will break confidentiality if a minor client is at imminent risk of harm to themselves or someone else, or if we have reason to believe harm is being committed unto them. Also, please be mindful of any information you share with your therapist that you do not want your child to be aware of, as secret keeping on the therapist's part can hinder the therapeutic alliance.

Separation/Divorce/Custody Issues:

If you are seeking treatment for your child and are divorced or separated from the other parent, we will ask about the legal custody arrangements. All paperwork must be signed by a parent with legal custody. In the case of joint legal custody, the minor child can be treated with only one parent's consent. However, most standard legal custody decrees require that parents are responsible for communicating with each other about their child's treatment. In cases of either joint legal custody or when one parent has sole legal custody of the child, we will typically contact the other parent because it is beneficial to the child and their progress when both parents support and/or are involved in treatment. Of course, all families are unique, and you will have an opportunity to discuss your specific situation. In the case of joint legal custody, if one parent does not want the child being treated, your therapist reserves the right to discontinue treatment and make alternative recommendations, in the best interest of your child.

If a therapist is working with you and/or your child and you are involved in a divorce or custody dispute, your therapist will not provide testimony in court on any subject other than you and/or your child's treatment. You must hire a different mental health professional for any evaluations you require. This position is based on the following: (1) Your therapist's statements may be seen as biased in your favor because they have a therapeutic relationship; (2) most, or even all of the information your therapist has been given has been provided by you and they do not have independent information about parenting or custody, and (3) your therapist's testimony might affect the therapeutic relationship, and this relationship will be put first.

PART II: CONFIDENTIALITY:

Recording of any sessions is strictly prohibited unless both the client and therapist provide prior written consent. Anything said in therapy is confidential and may not be revealed to a third party without written authorization, **except** for the following limitations:

- ***Child Abuse:*** Child abuse and/or neglect, which include but are not limited to domestic violence in the presence of a child, child-on-child sexual acting out/abuse, physical

abuse, etc. If you reveal information about child abuse or child neglect, we are required by law to report this to the appropriate authority.

- ***Vulnerable Adult Abuse:*** Vulnerable adult abuse or neglect. If information is revealed about vulnerable adult or elder abuse, we are required by law to report this to the appropriate authority.
- ***Self-Harm:*** Threats, plans, or attempts to harm oneself. We are permitted to take steps to protect the client's safety, which may include disclosure of confidential information.
- ***Harm to Others:*** Threats regarding harm to another person. If you threaten bodily harm or death to another person, we are required by law to report this to the appropriate authority.
- ***Court Orders & Legal Issued Subpoenas:*** If we receive a subpoena for your records, we will contact you so you may take whatever steps you deem necessary to prevent the release of your confidential information. We will contact you once by phone. If we cannot get in touch with you by phone, we will send you written correspondence. If a court of law issues a legitimate court order, we are required by law to provide the information specifically described in the order. Despite any attempts to contact you and keep your records confidential, we are required to comply with a court order.
- ***Law Enforcement and Public Health:*** A public health authority that is authorized by law to collect or receive such information to prevent or control disease, injury, or disability; to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or action; limited information (such as name, address DOB, dates of treatment, etc.) to a law enforcement official to identify or locate a suspect, fugitive, material witness, or missing person; and information that your clinician believes in good faith establishes that a crime has been committed on the premises.
- ***Governmental Oversight Activities:*** To an appropriate agency information directly relating to the receipt of health care, claim for public benefits related to mental health, or qualification for, or receipt of, public benefits or services when your mental health is integral to the claim for benefits or services, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.
- ***Upon Your Death:*** To a law enforcement official for alerting of your death if there is a suspicion that such death may have resulted from criminal conduct; to a coroner or medical examiner to identify a deceased person, determining a cause of death, or other duties as authorized by law.
- ***Victim of a Crime:*** Limited information, in response to a law enforcement official's request for information about you if you are suspected to be a victim of a crime; however,

except in limited circumstances, we will attempt to get your permission to release information first.

- ***Court-Ordered Therapy:*** If therapy is court-ordered, the court may request records or documentation of participation in services. We will discuss the information and/or documentation with you in session before sending it to the court.
- ***Written Request:*** Clients must sign a release of information form before any information may be sent to a third party. A summary of visits may be given in place of actual “psychotherapy/process notes”, except if the third party is part of the medical team. If therapy sessions involve more than one person, each person over the age of 18 MUST sign the release of information before information is released.
- ***Fee Disputes:*** In the case of a credit card dispute, We reserve the right to provide the necessary documentation (i.e. your signature on the “Therapy Policies & Informed Consent Agreement” that covers the cancellation policy to your bank or credit card company should a dispute of a charge occur. If there is a financial balance on the account, a bill will be sent to the home address on the intake form unless otherwise noted.
- ***Couples Counseling & “No Secret” Policy:*** When working with couples, all laws of confidentiality exist. We request that neither partner attempt to triangulate the therapist into keeping a “secret” that is detrimental to the couple’s therapy goal. If one partner requests that the therapist keeps a “secret” in confidence, they may choose to end the therapeutic relationship and give referrals for other therapists as their work and your goals then become counter-productive. However, if one party requests a copy of couples or family therapy records in which they participated, an authorization from each participant (or their representatives and/or guardians) in the sessions before the records can be released.
- ***Dual Relationships & Public:*** The therapist/client relationship is strictly professional. To preserve this relationship, there must be no relationship outside of the counseling relationship (ie: social, business, or friendship). If you run into each other in a public setting, your therapist will not acknowledge you as this would jeopardize confidentiality. If you were to acknowledge your therapist, your confidentiality could be at risk.
- ***Social Media:*** No friend requests on our personal social media outlets (Facebook, LinkedIn, Pinterest, Instagram, Twitter, etc.) will be accepted from current or former clients. If you choose to comment on our professional social media pages or posts, you do so at your own risk and may breach confidentiality. We cannot be held liable if someone identifies you as a client. Posts and information on social media are meant to be educational and should not replace therapy. Please do not contact your therapist through any social media site or platform. They are not confidential, nor are they monitored, and may become part of medical records.
- ***Electronic Communication:*** If you need to contact Nurturing Therapy Services, PC and/or your therapist outside of your sessions, please do so via phone.

- Clients often use text or email as a convenient way to communicate in their personal lives. However, texting introduces unique challenges to the therapist-client relationship. Texting is not a substitute for sessions. **Texting is not confidential.** Phones can be lost or stolen. DO NOT communicate sensitive information over text. The identity of the person texting is unknown as someone else may have possession of the client's phone.
- **Do not use e-mail for emergencies.** In the case of an emergency call 911, your local emergency hotline, or go to the nearest emergency room. Additionally, e-mail is not a substitute for sessions. If you need to be seen, please call to book an appointment. **E-mail is not confidential.** Do not communicate sensitive medical or mental health information via email. Furthermore, if you send an email from a work computer, your employer has the legal right to read it. E-mail is a part of your medical record.
- ***Sessions Outside the Office:*** From time to time, clients like to meet in an alternate location (i.e. their home, in public, or somewhere more conducive for them). We may be able to accommodate this request, however, this can put your confidentiality at risk.

PART III: HEALTH INSURANCE

Your Insurance Company:

By using insurance, we are required to give a mental health disorder diagnosis that goes into your medical record. The clinical diagnosis is based on your current symptoms even though you may have been previously diagnosed. You and your therapist will discuss your diagnosis during a session. Your insurance company will know the times and dates of services provided. They may request further information to authorize additional services regarding treatment.

Important:

Some psychiatric diagnoses are not eligible for reimbursement (ie: marriage/couples therapy). In the event of non-coverage or denial of payment, you will be responsible for paying for the services provided. Nurturing Therapy Services, PC reserves the right to seek payment of unpaid balances by a collection agency or legal recourse after reasonable notice to the client.

Pre-Authorization & Reduced Confidentiality:

When visits are authorized, usually only a few sessions are granted at a time. When these sessions are complete, we may need to justify the need for continued service, potentially causing a delay in treatment. If insurance is requesting information for continued services, confidentiality cannot be guaranteed. Sometimes, additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not met.

Potential Negative Impacts of a Diagnosis:

Insurance companies require clinicians to give a mental health diagnosis (i.e., “major depression” or “obsessive-compulsive disorder”) for reimbursement. Psychiatric diagnoses may negatively impact you in the following ways:

1. Denial of insurance when applying for disability or life insurance;
2. Company (mis)control of information when claims are processed;
3. Loss of confidentiality due to the increased number of persons handling claims;
4. Loss of employment and/or repercussions of a diagnosis in situations where you may be required to reveal a mental health disorder diagnosis on your record. This includes but is not limited to applying for a job, financial aid, and/or concealed weapons permits.
5. A psychiatric diagnosis can be brought into a court case (ie: divorce court, family law, criminal, etc.).

It is important that you’re an informed consumer. This allows you to take charge of your health and medical record. At times, having a diagnosis can be helpful (ie: a child needing extra services in the school system or a person being able to receive disability).

Emergency Contact:

It is required that you provide Nurturing Therapy Services, PC with an emergency contact person to have on file. In case of an emergency, I, the client, agree to allow my therapist and/or Nurturing Therapy Services, PC to contact this person on file on my behalf.

PART IV: CONSENT

1. I have read and understand the information contained in the Therapy Policies and Informed Consent Agreement. I have discussed any questions that I have regarding this information with my therapist. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize my therapist to provide counseling services that are considered necessary and advisable.

2. I authorize the release of treatment and diagnosis information (as described in Part III, above) necessary to process bills for services to my insurance company and request payment of benefits to Nurturing Therapy Services, PC. I acknowledge that I am financially responsible for payment whether or not covered by insurance. I understand that if fees are not covered by insurance, Nurturing Therapy Services, PC may utilize payment recovery procedures after reasonable notice to me, including a collection company or collection attorney.

3. Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for the minor(s) in my custody and can provide appropriate court documentation before the initial session if needed. I give permission for the therapist to provide treatment to my minor child(ren).

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED A COPY OF THE THERAPY POLICIES & INFORMED CONSENT AGREEMENT DESCRIBED ABOVE.

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