

## **Informed Consent for Assessment and Treatment**

### **Welcome**

Thank you for contacting Nate Marshall Counseling, Professional Limited Liability Company (PLLC) for your therapeutic needs. In order to start our relationship in a healthy way, I have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling and psychotherapy services. Even though this document is lengthy, I ask that you carefully **read the entire 8 page document** in order to ensure that you fully comprehend the policies and procedures of Nate Marshall Counseling, PLLC. The information that follows will acquaint you with the therapeutic process, confidentiality, and other policies. I will answer any questions you have regarding any of these policies.

I serve individuals over the age of 18 and do not discriminate or withhold services on any grounds: age, gender, ethnicity, sexual orientation, or religion.

### **The Counseling Process**

The purpose of counseling is to assist you in meeting the goals you identify as important in your life. This may include decreasing target symptoms or emotions, learning new coping strategies, improving relationships with others, or gaining a better understanding of the events and situations in your life.

Counseling can, and usually does, involve the sharing of sensitive, personal and/or private information with your therapist. At times, this may result in increased anxiety or distress in your personal and professional life. While the outcome of counseling is generally positive, there is no way to predict the level of satisfaction you will achieve through this process. As part of this process, it is important that you provide any necessary information that can affect your progress. At times, your therapist may also ask you to complete "homework assignments", or other activities outside the counseling session. Often, progress towards your goals can depend as much (or more) on what you do outside of sessions than in sessions. You may discontinue therapy at any time, but please discuss any desires or decisions to discontinue with your therapist.

Sessions will generally occur in the office, however, there may be times that we will hold our sessions out in the community for a variety of reasons including, but not limited to: client or therapist preference when mutually agreed, for the purpose of exposure therapy, or facility issues. Please understand that any meeting in the community will involve some risk to confidentiality. These issues will be thoroughly discussed if a meeting in the community is to happen.

### **The Therapeutic Relationship**

The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. The purpose of these boundaries is to ensure that you and I are clear in our roles for your treatment and that your confidentiality is maintained.

If the situation arises where we are in the same location outside of our session time (for example, see each other at the grocery store or any other public place), my policy is to allow you to initiate contact if you choose to do so. In order to protect your confidentiality, I will not approach, acknowledge or communicate with you in any fashion until you initiate contact. Furthermore, I will only engage with you in the manner you initiate (for example, if you nod your head to me, I will return the gesture; if you initiate a conversation and introduce me to others, I will engage in that exchange).

I have read this page and understand the policies contained on this page. Initials:

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, in or out of sessions, please talk with me about it. It is never my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address any issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.

### **Treatment process and rights**

The initial visit begins with an introduction and short consultation. We will begin by making sure that I have the appropriate qualifications, experience and services to meet your needs. Your counseling will begin with one or more sessions devoted to an initial assessment so that I can get a good understanding of the issues, your background, and any other factors that may be relevant. When the initial assessment process is complete (usually in the first session, but in some cases this may take more than one session), we will discuss ways to treat the problem(s) that have brought you into counseling and develop a treatment plan. You have the right and obligation to participate in treatment decisions and in the development and periodic review and revision of your treatment plan. You also have the right to refuse any recommended treatment or to withdraw consent to treat and to be advised of the consequences of such refusal or withdrawal.

### **Counselor Experience, Qualifications, and Style**

I have a Masters of Counseling degree from ASU, am a Licensed Professional Counselor (LPC) in the State of Arizona, and a Nationally Certified Counselor (NCC). I see individuals, couples and families for the purpose of providing counseling/ psychotherapy, coaching and/or consultation. I do not prescribe medications. I do not provide assessment or testimony for child custody cases or any other legal situations. If you become involved in the legal system (divorce, custody, civil litigation, criminal activity, etc.) you can expect that I will not make recommendations, testify, or get otherwise involved in your legal activities unless required by a subpoena to do so. It is an inherent conflict of interest for a treating professional to also offer evaluations or opinions in legal matters. If a client has these expectations, it can affect their willingness to disclose personal information vital to treatment. If you need an evaluation for legal reasons, I will make a referral to an outside, unbiased professional who can perform this service. In signing this agreement, you agree that you will not call me as a witness to testify or to expect recommendations or other involvement in your legal activities.

I use a strength based, insight and action oriented style of therapy, which may not be comfortable fit for some people. I utilize an integrative approach, drawing upon several theoretical orientations including: cognitive behavioral therapy (CBT), humanistic, interpersonal, and mindfulness based approaches. In the instance where either you or your therapist decides a different style or different therapist may be more appropriate, I will provide a referral for you. I reserve the right to refer a client to another therapist or appropriate resource at any time if their needs or desires in therapy are not a good match for my skills or experience.

Although I share office space with other therapists, my practice is independent from them. They do not provide care or treatment for my clients and I do not provide care and treatment for their clients.

### **Financial**

Payment is due at the time the service is rendered unless other arrangements have been made ahead of the session. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees. Currently, the fee for an initial assessment is \$100, the fee for a 45-50 minute

I have read this page and understand the policies contained on this page. Initials:

individual counseling session is \$100, and the fee for a 45-50 minute family or couples session is \$120. In addition to the basic session and assessment fees, there are other fees for additional services such as telephone counseling, books and materials, etc. Fee information for services is listed at the end of this document and posted in my office. A copy of the fee schedule is also available by request. I reserve the right to change my fees with 30 days notice and to use the services of a third-party collections service, when necessary. Refunds are not made after the services have been rendered. You have the right to be informed of all fees that you are required to pay and my refund and collection policies. Please discuss these with me if you have a concern.

### **Insurance**

I am a preferred in-network provider for a number of health plans in this locality. If you are using one of these plans to pay for your treatment the terms that govern the plan will apply (i.e. co-payments, deductibles, insurance filing, etc.). If you are using an insurance program for which I am not a preferred provider, I can supply you with a superbill that you can turn into your insurance company so they may reimburse you. However, this is no guarantee that your insurance provider will choose to reimburse you. In all cases, payment for services is ultimately the responsibility of the client, not the insurance company. Once again, please discuss this with me if you have questions or concerns about using your insurance.

I do use a contracted third party who handles all of my insurance claims. Her name is Katie Hill and she is bound by the same confidentiality standards as listed below. In most cases, I handle any communication between my practice and you as the client, however, in certain circumstances, Katie may contact you to discuss insurance related issues. She does not have access to any details about sessions, but she does receive a list of billable sessions and diagnosis codes in order to process claims with your insurance company, should you choose to use this option. If you are not utilizing an insurance company to pay for claims, she will not receive any of your personal information.

If you are covered by two insurance plans (primary and secondary), I will bill your primary plan, assuming that I am a covered provider under the primary plan. If I am not a provider under your primary plan, you will be required to pay the fees out of pocket and receive a superbill as a receipt that you can file with your insurance company. In all cases, the client is responsible for dealing with the secondary insurance company paperwork and filing.

If you are over 65, or otherwise eligible for Medicare you should understand that Licensed Professional Counselors are not currently eligible providers under this program. Medicare clients are required to pay the fees out of pocket, even if I am a covered provider under a secondary insurance plan.

Your insurance company or managed care company may limit the number of sessions based on their assessment of medical necessity or other factors. Their determination may or may not match what you want or need in treatment. In the event that they will not authorize additional sessions or you exhaust the sessions that your insurance will provide, you understand that you will have to pay for the additional services rendered.

Using a third party to pay for the counseling implies that some information will be released in order to obtain payment for the services. Please see the following paragraph regarding confidentiality and the HIPAA NOTICE OF PRIVACY PRACTICES for more information.

### **Confidentiality**

All interactions with your therapist, including written records and session content, are confidential. Nate Marshall Counseling, PLLC will adhere to all Federal and State laws and ethical standards regarding issues of confidentiality. No records will be released, nor will the therapeutic relationship be acknowledged, without your prior, written authorization.

I have read this page and understand the policies contained on this page. Initials:

However, there are **limits to the privilege of confidentiality**. The limits include (a) suspected abuse or neglect of a child, elderly person or an adult who cannot otherwise care for themselves; (b) when your therapist believes you are in danger of harming yourself or another person, or you are unable to care for yourself; (c) if you report that you intend to physically injure someone, the law requires your therapist to inform that person as well as the legal authorities; (d) if your therapist is ordered by a court to release information; (e) in natural disaster whereby protected records may become exposed; (f) when otherwise required by law; (g) in order to communicate with insurance companies to arrange for payment on client’s behalf. You may be asked to sign a release of information (ROI) so that your therapist can speak with other individuals who may affect your progress in therapy. Any required disclosure of confidential material will be discussed with you ahead of time, where possible.

I also participate in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and to get you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

It is important to be aware that I use a number of electronic tools in my practice, including computers and the internet, email, PDA, fax machines, telephones, and a cell phone. I may use these tools to store or communicate information about you and your treatment. While reasonable backup, security, and other safeguards are in place, there is always some risk of inadvertent disclosure of information that comes with using these tools. By signing this informed consent, you agree to accept the risk of disclosure that comes with tools that I use in my practice.

There are also numerous other circumstances when information may be released including but not limited to when disclosure is required by the Arizona Board of Behavioral Health Examiners, when a lawsuit is filed against me, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The HIPAA NOTICE OF PRIVACY PRACTICES, available for download from my website ([www.natemarshallcounseling.com](http://www.natemarshallcounseling.com)), details the considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the HIPAA NOTICE OF PRIVACY PRACTICES may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.

<p>[REDACTED] Initials</p>	<p>I have read the HIPAA NOTICE OF PRIVACY PRACTICES, and have had my questions about privacy and confidentiality answered to my satisfaction. I understand that the HIPAA NOTICE OF PRIVACY PRACTICES is incorporated by reference into this agreement.</p>
--------------------------------	--

**Purpose, limitations, and risks of treatment**

Counseling, like most endeavors in the helping professions, is not an exact science. While the ultimate purpose of counseling is to reduce your distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through tough personal issues that can result in some emotional or psychological pain for the client. Attempting

I have read this page and understand the policies contained on this page. Initials: [REDACTED]

to resolve issues that brought you to therapy may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital counseling.

In most cases, one or more mental health diagnoses will be rendered during the process of assessment and treatment. Some diagnoses may affect employment in high security or safety sensitive positions or affect your ability to obtain future insurance. Please note that you have the ongoing opportunity to ask any questions you may have regarding diagnosis.

### **Record Keeping**

An electronic clinical record is maintained that outlines your therapeutic goals, condition, progress, dates and fees of sessions, and notes describing sessions. Any paper forms created during the process of your treatment will be scanned into an electronic file. The original paper copy is then yours to do with as you see fit. I offer the option of shredding these paper forms in my office free of charge if you wish to do so.

The confidentiality section outlines how your clinical records are treated and how they may be released. Your file is maintained for 7 years from the end of our work together and you are allowed access to this record within that time given a written request for records.

### **Availability of Services**

My practice does not have the capability to respond immediately to counseling emergencies. True emergencies (those that require immediate attention or intervention) should be directed to the community emergency services (911) or to the local hotlines (Empact – 480-784-1500, ValueOptions – 602-222-9444). Established clients with an urgent need to make contact may call me, but an immediate response may take up to 24 hours. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation. If there should be extended lengths of time (days) when I am not available by phone or any other means, I will attempt to notify you ahead of time and make arrangements for you to have the option of contact with another therapist if needed during that time. If you need a counselor that is readily available, please let me know by our first session so that I can refer you to an appropriate professional.

I do not utilize Facebook for my practice and any Facebook page that may exist is solely for my private use and does not disclose any information regarding my practice. I do not initiate, accept or respond to friend requests via Facebook.

I do utilize email and text messaging in my practice, however, there are some limitations that you should be aware of. First, I cannot ensure that emails or text messages are a private, protected and confidential means of conversation, therefore, I will only discuss matters of scheduling via email or text message. If you should send me an email or text message with a request to discuss non-scheduling matters, I will respond along the lines of “Thank you for bringing up these issues. Let’s discuss this at our next appointment.”

### **Treatment of Minors**

Due to my areas of expertise, I do not treat any individual under the age of 18. If you are under 18 and in need of counseling services, I can refer you to a qualified provider in your area or instruct you on how to locate such a provider.

I have read this page and understand the policies contained on this page. Initials:



**Appointments and Payments**

I offer recurring appointment times either on a weekly or every other week basis, unless otherwise discussed and arranged. At the beginning of your treatment, we may schedule "work in" appointments while waiting for a regularly occurring appointment slot to open. These appointments are typically able to be offered frequently, but there is no guarantee of availability until you have been assigned a recurring appointment slot.

In the case of a no call/no show, I will attempt to call you in order to schedule further appointments. If I do not hear back from you within 48 hours, this will result in the forfeit of your recurring appointment slot. If you contact me after this 48 hour window, we will be able to resume sessions, but you may be required to go on a waiting list for another recurring appointment slot to open up. This depends on my current availability. To avoid this situation, regular attendance to all appointments or communicating with me in the case of a no show will prevent this from occurring.

Regular attendance at your scheduled appointments is one of the major keys to a successful outcome in counseling. Appointments canceled at the last minute or no shows are very detrimental to my practice and to your progress in therapy. Therefore, I ask that you notify me a minimum of one full day (24 hours) prior to your appointment if you need to cancel. You will be billed for appointments you fail to cancel in accordance with this policy. Currently, the fee billed for this is \$50. Repeated late cancellations or missed appointments (defined as more than 3 occurrences) will be billed at the full fee of \$100 or \$120, depending on the service scheduled, and may result in termination of treatment. In addition, if you arrive more than 15 minutes late to an appointment I cannot bill the insurance company for a full session and you will be expected to make up the difference. Please note that these are personal financial obligations that you are responsible for; not the obligations of your insurance company. You will be sent an invoice payable via Cash or Check and payment is due before another appointment can be scheduled.

I reserve the right to limit my commitments of high demand appointment times to any particular client in order to meet the needs of all my clients and balance my workload.

Appointments are usually scheduled for 50 minutes, unless otherwise indicated and arranged ahead of time. Business hours are by appointment only. You may contact your therapist by calling (480) 332-4397. In any life threatening emergency, you should immediately call 9-1-1.

All payments or co-pays are due in full at the end of each session. Inability to pay will result in a reschedule of the appointment, unless arrangements have been made ahead of time. I can accept multiple forms of payment (including cash, major credit cards/debit cards, or check). In the case of a returned check or any other payment situation in which I incur a bank charge or other expense, you will be required to cover the returned item plus any fees incurred.

**Complaints**

You have a right to have your complaints heard and resolved in a timely manner free of any retaliation or negative consequence. If you have a complaint about your treatment, therapist, or any policies, please inform your therapist immediately to discuss the situation. If you do not feel the complaint has been resolved, you have the right to contact the Arizona Board of Behavioral Health Examiners.

I have read this page and understand the policies contained on this page. Initials:

**Review**

While I recommend that you fully read the entire document above, I do wish to emphasize and review a few important pieces. Please initial each to indicate that you have read and understand these specific policies.

\_\_\_\_\_  
Initials      Financial: I understand that I am ultimately responsible for any applicable fees associated with my treatment. I have read and understand the policies and procedures detailed in the section labeled "**Financial**" and "**Insurance**"

\_\_\_\_\_  
Initials      Confidentiality: I understand that all material shared in session is held in confidence except for the situations listed in the section labeled "**Confidentiality**"

\_\_\_\_\_  
Initials      Appointments and Payments: I understand the nature of the recurring appointment slots and the conditions that would result in a forfeit of my recurring appointment slot listed in the section labeled "**Appointments and Payments**"

**Consent for Treatment**

By signing below, you are stating that you have read and understood this 8-page document and the policies within it and you have had all of your questions answered to your satisfaction.

I accept, understand, and agree to abide by the contents and terms of this agreement and further, consent to participate in evaluation and/or treatment. In the case of a minor, I certify that the child is in my legal care and give consent for evaluation and/or treatment by Nate Marshall Counseling, PLLC.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Nathaniel Marshall, LPC  
(Therapist and Witness)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

I have read this page and understand the policies contained on this page. Initials: \_\_\_\_\_

# Fee Schedule

Initial Assessment/Individual Psychotherapy Session:.....\$100.00 (per session)\*

Couples/Family Psychotherapy Session:..... \$120.00 (per session)\*

\*or contracted rate if utilizing insurance: co-pays or deductibles according to your plan apply

Record Request:..... \$25.00 (per request)

Phone Consultation (With Other Provider/Individual Outside of Session Time): \$25.00 (per 15 minutes)

Letter Writing (For Court/FMLA/Other Provider Outside of Session Time):.... \$40.00 (per request)

No Show/Cancellation Without 24 Hour Notice:..... \$50.00 (per first 3 occurrences)

Repeated No Show/Cancellation Without 24 Hour Notice (4<sup>th</sup> or more):. \$80.00 (per occurrence after 3)

Receipt for Sessions/Superbill (Outside of Session Time):..... \$25.00 (per request)

Books or other materials (if lent and not returned):.....\$40.00 (per item)

For court appearances\*\*\*:

Preparation time (including submission of records: ..... \$250.00 (per hour)

Phone Calls:..... \$250.00 (per hour)

Depositions:..... \$250.00 (per hour)

Testimony:..... \$250.00 (per hour)

Mileage:..... \$0.50 (per mile)

Filing document with the court: ..... \$100 (per submission)

Minimum charge per court appearance:..... \$1,750.00\*\*

\*\*This total is due upfront as a retainer. Any costs totaling more than \$1,750 will be due after court action.

\*\*\*All attorney fees and costs incurred by the therapist as a result of the legal action will be paid by the client

I have fully read and understand the above fee schedule and agree to adhere to these policies. I understand that all fees paid in full are due at time of service completed.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

I have read this page and understand the policies contained on this page. Initials: \_\_\_\_\_