



COUNSELING
620 N. 48th St., Suite 202
Lincoln, NE 68504
402-489-6196

Office Policies and General Information Agreement for Psychotherapy Services
and Informed Consent for Psychotherapy

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to me that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. Monarch Counseling and I will not release records to any outside party unless I am authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the person whose name you have provided as your emergency contact on the intake form.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Monarch Counseling has no control over, or knowledge of, what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job.

LITIGATION LIMITATION: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on me or Monarch Counseling to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Monarch Counseling consults regularly with other professionals within Monarch Counseling regarding its clients. If you prefer your therapist does not consult with anyone on your case, please let them know prior to starting therapy.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical records. Additionally, Monarch Counseling's emails are not encrypted. Monarch Counseling's computers are equipped with a firewall, a virus protection, and a password and all confidential information is backed up on a regular basis. Please notify Monarch Counseling if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, Monarch Counseling will assume that you have made an informed decision to do so.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Monarch Counseling profession require that treatment records are kept for at least 7 years. Unless otherwise agreed to be necessary, Monarch Counseling retains clinical records only as long as is mandated by Nebraska law. All records are kept together in a locked filing cabinet in a room that is locked at night. If you have concerns regarding your treatment records, please discuss them with Monarch Counseling. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Monarch Counseling assesses that releasing such information might be harmful in any way. In such a case, Monarch Counseling will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Monarch Counseling will release information to any agency/person you specify unless Monarch Counseling assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couples and family therapy, Monarch Counseling will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Monarch Counseling between sessions, please leave a message with your therapist and your call will be returned as soon as possible. Monarch Counseling therapists check messages a few times during the daytime. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the 24-hour crisis line: (402) 475-6695 or call 911. Please do not use email or faxes for emergencies. Monarch Counseling does not always check email or faxes daily.

MEDIATION & ARBITRATION: All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Monarch Counseling and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Nebraska in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Monarch Counseling can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and

resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. 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. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. **Monarch Counseling does not provide custody evaluation recommendations, medication or prescription recommendations or legal advice, as these activities do not fall within our scope of practice.**

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives, and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals whom you can contact. If at any point during psychotherapy, I assesses that I am not effective in helping you reach the therapeutic goals or that you are non-compliant, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I will give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, I will assist you with referrals, and, if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, I will offer to provide you with names of other qualified professionals.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or can be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. I will never acknowledge working with anyone without your written permission. Many clients have chosen me as their therapist because they knew me before they entered therapy with me, and/or are personally aware of my professional work and achievements. Nevertheless, I will discuss with you the often-existing complexities, potential benefits and difficulties that may be

involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise me if the dual or multiple relationships become uncomfortable for you in any way. I will always listen carefully and respond to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

PAYMENTS & INSURANCE REIMBURSEMENT: Monarch Counseling will submit claims to your insurance company on your behalf. The insurance company will process the claim and send an explanation of benefits to you and to Monarch Counseling. The explanation of benefits will outline your financial responsibility such as; co-pay, co-insurance, or deductible. It is **YOUR** responsibility to check with your insurance company to verify benefits and coverage. Questions you may want to ask your insurance company include the amount of your co-pay, co-insurance, and the amount that will be applied to your deductible. You are expected to make your payment at time of service. Monthly payment plans are also available for those who need assistance. Please speak with the office manager to set up a payment plan if necessary. If your account is overdue and there is no payment plan on file, Monarch Counseling can use legal or other means (courts, collection agencies, etc.) to obtain payment. () initial

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for canceling an appointment. Please contact your therapist immediately if you need to reschedule your appointment. If 24 hour notice is not given a \$50.00 charge will be applied to your account. This charge also applies to anyone who does not attend their scheduled session without notice. () initial

I have read the above Office Policies and General Information, Agreement for Psychotherapy Services and Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them:

Client's Name (print)

Signature _____ Date _____

Relationship to Client

Signature of Therapist _____ Date _____