

## **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 you fully understand what to expect in our work together and that there are no misunderstandings about the various aspects of the counseling and psychotherapy services I offer. 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 all of my policies and procedures. I am always available to 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 openly and honestly 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 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 a comfortable fit for some people. I utilize an integrative approach, drawing upon several theoretical orientations including: cognitive behavioral therapy (CBT), humanistic, interpersonal, psychodynamic, psychoeducational 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 general office space with other therapists (there are other therapists in other offices within the office suites), my practice is independent from them. I am the only provider who operates directly out of my individual office space. The other therapists within the general office space do not provide care or treatment for my clients and I do not provide care and treatment for their clients.

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bill include your therapist's practice identifying information, your name and date of birth, the dates of services, the diagnosis code for these sessions, the procedure code, and the amount paid. Please be aware that the amount that you may be reimbursed is not guaranteed and may be less than your actual costs, depending on the details of your specific insurance coverage.

### **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. 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, the internet, email, 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 (<https://www.natemarshallcounseling.com/wp-content/uploads/2011/09/HIPAA-Notice-of-Privacy-Practices-Statement.doc>), 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.

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

<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span> Initials	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.
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### **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 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. Interpersonal conflict can increase as we discuss family issues, and the potential for a divorce a risk in 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 for crisis response, please let me know by our first session so that I can refer you to an appropriate professional.

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All payments 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.

**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.

[REDACTED] 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**"

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

[REDACTED] Initials Appointments and Payments: I understand the nature of the recurring a 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.

[REDACTED]  
Client Signature

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

[REDACTED]  
Printed Name

[REDACTED]  
Date

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

# Fee Schedule

Last updated April 1, 2022

Initial Assessment/Individual Psychotherapy Session:.....\$125.00 (per session)

Record Request:.....\$50.00 (per request)

Phone Consultation (With Other Provider/Individual Outside of Session):.....\$30.00 (per 15 minutes)

Letter Writing (For Court/FMLA/Other Provider Outside of Session):.....\$50.00 (per request)

No Show/Cancellation Without 24 Hour Notice:.....\$125.00 (per occurrence)

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: ..... \$150 (per submission)

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

\*\*This total is due upfront as a retainer. Any costs totaling more than \$1,500 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: \_\_\_\_\_