

Nurturing Life Concepts, LLC
Wendy A. West Pidkaminy, LCSW-R
Executive Officer
8195 Cazenovia Road, Suite 9
Manlius, NY 13104
(315) 682-4005
www.nurturinglifeconcepts.com

Informed Consent for Assessment and Treatment

Welcome to NLC, a coaching, consulting, pastoral care and counseling practice. We are committed to assisting you. A counseling, pastoral care and coaching situation offers a unique relationship between you and your provider. In order that we start our relationship in a healthy way, we have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling, coaching, consulting and psychotherapy services.

Background and Services.

Executive Officer, Wendy A. West Pidkaminy is a **Licensed Clinical Social Worker with an R number**. Her credentials include a Masters degree in Social Work, and she is licensed by the New York State Education Department as a Clinical Social Worker and Certified School Social Worker. In addition, she is an Advanced Trainer in the Nurtured Heart Approach.

Other providers in this practice are highly qualified **Pastoral Counselors, Pastoral/Spiritual Caregivers, Marriage and Family Therapists, Licensed Master Social Workers and Advanced Trainers in the Nurtured Heart Approach.**

We offer counseling, pastoral care, coaching and consultation services to individuals and families in a variety of areas including: anxiety, depression, grief, life balance, health and wellness, personal and business coaching, inner wealth enhancement, couples counseling, stress management, divorce adjustment, and a plethora of other issues. Our therapeutic stance is based on Christian principles, individual client strengths, and is solution-focused. We typically utilize the Bible, Cognitive Therapy, Solution Focused Brief Therapy, Narrative Therapy, Mindfulness and other methods to assist people with the challenges in their lives. Individuals who present with a serious mental illness or personality disorders will be referred to other professionals or programs that specialize in these areas. We reserve the right to refer a client to another therapist or appropriate resource at any time if their needs in therapy are not a good match for our skills or experience.

Counseling or Clinical Treatment

Clinical treatment is the provision, coordination, or management of therapeutic mental health care and related services by a licensed mental health care practitioner. The treatment of definition can include consultation between health care providers relating to a patient, or the referral of a patient between health care providers. Upon initiating psychotherapy services, the initial sessions will involve a comprehensive clinical evaluation of your circumstances and needs. This may include a clinical interview, a request for previous treatment records, and consultation. By the end of the evaluation, we will provide impressions and recommendations for service to address your needs and goals.

The role of your clinical treatment provider is to facilitate growth and development. There are two important tasks for the counselor to achieve: (1) to provide some understanding to the patient about the roots of their emotional and psychological suffering and (2) to help them move from where they are to where they want to be.

Helping a patient move from point A to point B requires a good working alliance and a willingness to utilize the therapeutic relationship as a testing ground for new ways of being in the world. In a sense, psychotherapy becomes a learning lab where a patient in a safe environment can learn and practice new more effective ways of being, experiencing, and interacting. From the safety of the therapeutic relationship, patients then transfer this new learning out into their world.

Research indicates that the therapeutic relationship created between patient and therapist is important to the work and potential outcome of therapy. It is vital for a patient to feel safe, to feel heard, be respected, and not judged. When a patient feels these things from a therapist, they are much more likely to open up and be more authentic about what is going on in their life. This enables the therapist to more accurately understand the patient and, in turn, provide the appropriate treatment.

Another important factor in establishing a good therapeutic working alliance is a shared belief system between you and your therapist. To a certain degree a potential patient must be aware of, and believe in, the ideas that a therapist is going to use to help them. If your therapist's ideas make sense to you, then it is likely that you will find this experience helpful. Without this shared patient/therapist philosophical foundation in place, you may find that your working alliance is negatively impacted, therapy may not be very effective, and you may be left feeling unsatisfied in your therapeutic work.

Treatment process and rights. Your counseling will begin with one or more sessions devoted to an initial assessment so that we 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, you and your provider will discuss ways to treat the problem(s) that have brought you into counseling and develop a treatment plan. You have the right and the 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 or such refusal or withdrawal.

Life Coaching

Life coaching is **not** mental health counseling. Life coaching is the process of an advisor helping people with problems, decisions and goal attainment in every-day life. A life coach is a person whose job is to assist a person in learning their life's purpose, passion, strengths and creating realistic goals to increase quality of life. Life coaches offer advice and help a client establish a plan to move forward in more productive professional, relational, spiritual, health, financial and personal matters. HIPPA laws and guidelines addressing counseling specifically are exempt to those clients partaking solely in life coaching. Confidentiality and all other practices associated with in life coaching, will be upheld and maintained based on the laws and rules governing life coaches.

Parent Coaching

Parent coaching is **not** mental health counseling. Parent coaching is utilized when families wish to learn the components of the Nurtured Heart Approach and receive no additional counseling services. Parent coaching is taught by qualified Advanced Trainers and Certified Nurtured Heart Trainers of the Nurtured Heart Approach. Parent coaching can be combined with counseling and spiritual guidance but should be discussed with the intake person to ensure you have been placed with the right provider with the correct qualifications for your needed services. HIPPA laws and guidelines addressing counseling specifically are exempt to those clients partaking solely in parent coaching. Confidentiality and all other practices associated with parent coaching, which is a subset of life coaching, will be upheld and maintained based on the laws and rules governing life coaches.

Pastoral Care

Pastoral care is **not** mental health counseling. Pastoral care providers at NLC are highly trained Pastors and Chaplains in the Christian Faith. These individuals can offer spiritual guidance on a variety of life issues and challenges based on the Word of God-The Bible. HIPPA laws and guidelines addressing counseling specifically are exempt to those clients partaking solely in pastoral care. Confidentiality and all other practices associated with pastoral care will be upheld and maintained based on the laws and rules governing religious professionals.

Consultation

Consultation is **not** mental health counseling. Consultation is utilized by agencies, organizations, non-profits, churches, businesses and schools that are seeking ways to increase revenue, productivity, morale, create goals, strategies, vision planning and overall health within their particular setting. Consultation by these entities also includes seminars, trainings and in-services based on their current needs (ie..conflict resolution, team building exercises, Nurtured Heart Approach Training, health and wellness topics, stress reduction, vision planning etc..) Consultation is also sought by individuals who hold LCSW licensure and are looking to obtain an R number. Lastly, Consultation is sought by colleagues and individuals seeking additional information or guidance about a particular condition, treatment, situation or client in order to make an appropriate determination. HIPPA laws and guidelines addressing counseling specifically are exempt to those clients partaking solely in consultation. Confidentiality and all other practices associated with consultation will be upheld and maintained based on discussions and agreements made with consultants.

Additional Information Regarding Background and Services

Many of the licensed clinical professionals at NLC are dually trained: ie They are licensed to practice mental health counseling in New York State as well as Advanced Trainers in the NHA. In addition, some have a background in spiritual and pastoral care/counseling. We will do our best, with the information you provide us, to assign the provider that is right for you..

Financial. Payment is expected at the time the service is rendered unless other arrangements have been made. By signing this document, you are agreeing to pay for the services rendered, at the rate agreed upon and any additional expenses that may be accrued in collecting said fees. In addition to the basic session and assessment fees, there may be other fees for additional services such as travel, psychometric testing, telephone counseling, e-counseling, skype counseling, books and materials, etc. We allow free of charge (reasonable amounts) of telephone calls initiated by clients, pre and post session that last less than ten minutes. However, we do charge a fee after 11 minutes and every 15 minutes thereafter. In addition, there are fees associated with us needing to contact professionals such as other mental health providers and attorneys as well as relatives and collateral contacts related to your case in which we have a release and permission. These are billed at our standard rates for basic sessions and will be discussed with you prior to contacting any additional persons or entities. The basic fees and fee information for additional services not listed is available upon request. We reserve the right to change fees within 30 days notice. You have the right to be informed of all fees that you are required to pay and our refund and collection policies. Please discuss these with your provider if you have a concern.

NLC does offer a sliding scale fee schedule to a select few clients who meet the criteria and if our current caseload allows. If you cannot afford services at their full rates please do not hesitate to discuss this with your provider to see if alternate payment arrangements can be made.

Insurance. We do participate with only a handful of insurance companies and will only submit insurance claims to the ones in which we are providers-unless you request otherwise. For clients

whose insurance we do not participate in, we require payment at time services are rendered. We will supply you with a receipt that you can turn into your insurance company. In all cases however, payment for services is ultimately the responsibility of the client, not the insurance company. 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 your insurance will provide, you understand that you will be expected 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 *HIPAA NOTICE OF PRIVACY PRACTICES* for more information.

It is important that you find out exactly what mental health services your insurance plan covers. Questions about the coverage can be answered by your plan administrator, or by calling the customer service number on your identification card. If covered, you will need to know a.) how many visits are covered per calendar year b.) what your co-pay amount is.

It is important to remember that you always have the right to pay for NLC services yourself, without health insurance involvement, to avoid risks associated with a third party payer, including but not limited to, limits to your confidentiality, session restrictions and psychiatric diagnosis.

You should be fully informed that most insurance companies require you to authorize us to provide them with a psychiatric diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company's files and may be permanently stored data. Though all insurance companies claim to keep such information confidential, NLC has no control over what they will do with your information once it is in their possession. In some cases, they may share information with a national medical information databank. We can provide you with a copy of any reports we submit if you make a written request.

It should be noted parent coaching, consultation and pastoral counseling are rarely, if ever, deemed a reimbursable expense by insurance companies. Individuals, couples and families seeking these services should plan to accordingly.

Availability of services. NLC does **not** have the capability to respond immediately to counseling emergencies. True emergencies should be directed to the community emergency services (911) or to the local emergency room at your nearest hospital. Established clients with an urgent need to make contact may telephone us, but an immediate response is not guaranteed. A quick or immediate response in one situation does not constitute a commitment of rapid response in another situation.

Appointments. Regular attendance at your scheduled appointments is one of the keys to a successful outcome in counseling, coaching and consultation. We reserve an hour or more for each appointment with a client. Appointments canceled at the last minute are very detrimental to this practice. Therefore, we ask that you notify us a minimum of one full business day (24 hours, Monday through Friday) prior to your appointment if you need to cancel. Appointments for Monday must be canceled by Friday at 4:00pm. Appointments for Saturday must be canceled by the prior Thursday at 4:00 P.M. ***You will be billed a cancellation fee for appointments you fail to cancel in accordance with this policy. Repeated late cancellations or missed appointments will be billed at the full fee and may result in termination of treatment. If you no show for an appointment, it is our policy to cancel all future scheduled appointments until the past due fees are paid in full.***

Appointment availability varies with the client load at the time. High demand appointments (off hours, late afternoons, Saturdays) are likely to be sporadic in their availability. We reserve the right to limit

commitments of high demand appointment times to any particular client in order to meet the needs of all clients and a balanced workload.

Privacy, confidentiality, and records. Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a subpoena, or when child/elder abuse or neglect is involved.

We also participate in a process where selected cases are discussed with other professional colleagues and during staff meetings/supervision to facilitate our continued professional growth and to get you the benefit of a variety of professional experts thereby the best possible professional service. 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. By agreeing to work with NLC you are agreeing to allow us to consult and collaborate with other mental health professionals regarding your particular challenges. If we do consult or collaborate with other professionals, confidentiality will be maintained by every individual involved in the discussion. We will not tell you about these consultations unless we feel that it is important to the work we are doing with you. If you do not want consultation or collaboration to occur please advise your provider immediately and we will have you sign paperwork stating that fact. If a statement of no collaboration or consultation is signed, we will only disclose information to individuals and agencies with whom you have signed a written consent to release information.

There are also numerous other circumstances when information may be released including when disclosure is required by the New York State Department of Education, when a lawsuit is filed against a provider, 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*, included in this packet of information, 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 the office, but you will not receive an individual notification of the updates.

It is the practice of NLC, unless agreed otherwise, that we will share all information with parents or guardians of children under the age of 13 that enter this practice. For children and adolescents 13 years of age and older we will maintain confidentiality and only discuss what the child or adolescent allows us to share with others. Confidentiality in couples and family counseling will be discussed and agreed to prior to starting counseling. However, it should be noted that there is no expectation of confidentiality within the limits of couples or family counseling. ***It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment. Additional HIPPA guidelines are available upon request, are posted on our office door and on our website (www.nurturinglifeconcepts.com).***

Records of any services you receive from NLC are maintained in password protected computer files and or in a paper file within a locked entity. Access to these files is limited to NLC approved staff. And we are all bound by confidentiality agreements. Computerized treatment records are erased and paper treatment records are shredded approximately seven years after we end our therapist-client contract.

Email, Text and Social Media: If you choose to utilize one of these methods to contact NLC with information of a clinical or personal nature NLC cannot guarantee the safety of that information. We have no control over those methods of communication.

NLC does ask for written permission to leave or text messages regarding missed or rescheduled appointments. Anyone who reads an email or text or listens to a phone message will realize that you have come to NLC for services. Also note that email correspondence and texting is vulnerable to interception and is not considered reliably confidential. If you send an email or text or ask or expect an NLC agent to reply via text or email to a clinical or personal need, confidentiality will not apply as it cannot be guaranteed. NLC prefers and recommends that all clinical and personal information be divulged in session (in person, skype or telephone). If you need to have something placed in your file. Rather than email we recommend bringing a copy to your next appointment or mailing it us directly.

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 in the first place 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.

Just because a person comes to therapy does not mean that they are really ready to change. The awareness of this led to the development of a readiness to change model which looks at where a person is on a continuum of being ready to change. The model of readiness for change consists of five stages (pre-contemplation, contemplation, preparation, action, and maintenance). If you are unsure where you are on this spectrum please discuss this with your provider.

Mental Health is not passively obtained but actively earned.

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

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

Consent for evaluation and treatment. Consent is hereby given for evaluation and treatment under the terms described in this consent document and the *HIPAA NOTICE OF PRIVACY PRACTICES*. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided. In the case of a minor child, I hereby affirm that I am a

custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

You will be required to sign the Service agreement verifying you have received and reviewed all of the above information as well as the other forms pertinent to our work together. Forms may be located at www.nurturinglifeconcepts.com. We recommend you regularly visit the website and forms sections for important updates to business practices. By signing the Service Agreement you are agreeing to all of the above terms and conditions and stating you understand all of the disclosures sent forth.