

Newton Psychotherapy and Consulting, PLLC

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CLIENT DISCLOSURE STATEMENT, INFORMED CONSENT, AND PRACTICE POLICIES

The therapeutic relationship is unique in that it is highly personal, and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This document outlines some important information about my background and psychotherapy in general, and helps clarify roles, expectations, and agreements in an effort to contribute to a positive experience. **Please read thoroughly.**

Credentials & Memberships

- Masters of Science, Marriage & Family Therapy – Fuller Theological Seminary (2007)
- Licensed Professional Counselor (2009)
- Practicing in the field of psychotherapy since 2006
- Certified Prepare/Enrich Counselor (premarital & marital inventories)
- Certified Sex Addiction Therapist Candidate, IITAP
- Member, LPC Association of North Carolina
- Member, American Counseling Association

My Approach to Counseling

I work with adult individuals, adolescents, couples, and families to cultivate collaborative conversations around a wide variety of life challenges, including anxiety, addiction and recovery, sexuality, depression, marital difficulties, life transitions, spirituality, and more. I take a narrative, family systems, and client-centered approach to symptom relief, emotional pain, and personality change. My counseling practice is influenced by my belief that people can change if they have enough motivation to understand the emotions, thoughts, behaviors, beliefs, and systemic issues which influence their interpersonal dynamics and self-concept. Additionally, I strive to honor the fact that while I have expertise regarding the therapeutic process, each client is the expert on their own life.

My approach is derived from the following schools of psychotherapy: *Narrative* (Anderson, Combs, Freedman, Epston); *Family Systems* (Balswick, Bateson, Berg, Bowen, Haley, Kerr, Madanes, McGoldrick, Minuchin, Satir, Schnarch, Watzlawick); *Psychodynamic* (Bowlby, Erikson, Freud, Whitaker, Winnicott, Yalom); and *Cognitive Behavioral* (Bandura, Beck). These are well-established and researched therapies focusing on one's present and past history, immediate and extended family relationships, intrapsychic and interpersonal dynamics, and habitual and/or self-destructive thoughts, feelings, and beliefs.

I believe you have taken a very positive and courageous step in seeking help. Effective psychotherapy hinges on your continued willingness to engage this process and our collaborative effort to discern appropriate goals and methods to meet those goals. Psychotherapy typically involves regular 45 to 50-minute sessions. These sessions are typically once-a-week, although duration and frequency vary depending on the nature of our work together and your individual needs. Short-term counseling (one to six months) is appropriate when symptom relief is our primary goal. In long-term counseling, understanding the etiology of symptoms in order to address deeper dynamics will be our goal.

Occasionally, change will be easy and swift, but more often it will be slow and deliberate. Your active involvement is essential to changing your thoughts, feelings, and/or behaviors. Observation, discernment, and understanding of thoughts, feelings, behaviors, and beliefs inside and outside of the counseling room are invaluable to our work together; therefore, your work may include homework assignments, journaling, relationship experiments, or other agreed-upon projects. Although therapy often involves a considerable investment of time, energy, and money, the benefits can be substantial in terms of both temporary relief and more enduring change. Together, we will agree on a treatment plan, periodically evaluate our progress, and, if necessary, redesign our treatment plan, goals, and methods.

As with any intervention, there are both benefits and risks associated with psychotherapy. Risks might include experiencing uncomfortable levels of feelings such as sadness, guilt, anxiety, anger,

frustration, depression, or difficulties in relationships. Some changes may lead to what seems to be a worsening of circumstances or even losses. It is impossible to guarantee any specific results regarding your psychotherapy goals; however, I am committed to working collaboratively with you to achieve the best possible outcomes. You have the freedom to withdraw from therapy at any time, and I will advise you if for any reason, in my professional opinion, our work together may no longer be helpful.

Confidentiality

Your active involvement and open disclosure are essential to the therapeutic process; therefore, information you share with me will be kept strictly confidential and will not be disclosed without your written consent. The privacy and confidentiality of our work and your records are a privilege of yours and are protected by state law and my profession's ethical code. As mandated by law, however, limitations of such client-held privilege of confidentiality exist and are itemized below:

- Life-threatening situations involving yourself or others
- Situations in which children, dependent adults, or elderly persons are put at risk (such as by sexual or physical abuse or neglect)
- If a court of law issues a legitimate subpoena
- If a client is in therapy or being treated by order of a court of law; or if information is obtained for the purpose of rendering an expert's report to an attorney

As part of my professional development and in order to provide the highest quality service, I may work with a psychotherapy supervisor or participate in consultations with colleagues. If I need to discuss your treatment with a colleague or supervisor, I will disguise identifying information and not use your name. Otherwise, I will not tell anyone anything about your record with me, including treatment, diagnosis, history, or even that you are a client without your full knowledge and a signed Authorization to Disclose Healthcare Information.

Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy; therefore, if we come across one another outside of the therapy office, I will not acknowledge you first. If you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

Please review the HIPAA Notice of Privacy Practices for more information regarding confidentiality.

Health Insurance and Confidentiality of Records

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. If you instruct me to submit claims on your behalf, only the minimum necessary information will be communicated to the carrier; however, this information must include a diagnosis code, which will become part of your record with the insurance company. In this situation, we will agree upon an appropriate diagnosis code together. Unless authorized by you explicitly, the psychotherapy notes (which contain the details and analysis of our sessions) will not be disclosed to your insurance carrier. I have no control or knowledge over what insurance companies do with the information I submit 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 eligibility to obtain health or life insurance.

Minors

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

Confidentiality of Electronic Communication

It is very important to be aware that e-mail, mobile phone, and cordless phone communication can be relatively easily accessed by unauthorized people; therefore, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that many servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via e-mail or text messaging for issues regarding scheduling or cancellations, I will do so. While I will try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Please notify me at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication methods. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any services to which you would otherwise be entitled.

Explanation of Dual Relationships

The client's concerns and well-being are of the utmost importance to me. Because of the inherently vulnerable position of a client in psychotherapy, the relationship between therapist and client is one that calls for added protection against exploitation. It is with this concern in mind that, as your psychotherapist, I am legally and ethically required to maintain our relationship in a professional manner, avoiding dual relationships that could impair professional judgment or increase the risk of harm. Our relationship may only be a professional one, that of therapist and client. I am prohibited from developing any other kind of relationship with you, such as a business relationship, a social relationship, or a sexual relationship.

Social Media Policy

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, Twitter, Instagram, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet, and we can talk more about it.

Telephone and Emergency Procedures

If you need to contact me between sessions, please leave a message at 336.283.5063, and your call will be returned as soon as possible. I check my messages a few times a day (but never during the nighttime), unless I am out of town. If I am on vacation or have limited availability, I will leave detailed information about my availability on my voicemail message. I check messages less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, please call emergency services (911), or visit your local emergency room and ask for the psychiatrist on call.

Fees & Cancellation Policy

Initial 55-minute intake sessions are \$130. My fee for a 45-minute therapy session is \$100 for individuals and \$120 for couples/families. I participate as an out-of-network provider with most insurance companies, and I'm able to file claims on your behalf. You will be responsible for the full fee at the time of service, and your insurance company will reimburse you directly.

Payment should be made at the time of the office visit unless other arrangements have been agreed upon. You may pay by cash, credit card, or check made payable to NPC or Bernard J. Newton, Jr. All clients will be required to have a current credit or debit card on file, information which is kept securely in my encrypted practice management system. This card can be used for session fees and will be charged for late cancellations, missed appointments, and/or balances related to the denial of an insurance claim.

Since scheduling of an appointment involves the reservation of time specifically for you, a **minimum of 24 hours notice is required for rescheduling or canceling an appointment.** The full session fee will be charged for sessions missed or rescheduled without such notification. Please note that insurance companies do not reimburse for missed sessions.

Telephone conversations longer than ten minutes, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at a rate of \$100/hr (with a minimum of 1/2 hour for report writing), unless indicated and agreed otherwise.

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 that 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 (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Termination

Ending any relationship can be difficult; therefore, it is important to have a termination process in order to achieve some closure, regardless of the reason for termination. The appropriate length of the termination process depends on the length and intensity of the treatment. Of course, you have the right to terminate treatment at any time; however, I will generally ask you to participate in one or more therapeutic sessions regarding the termination, if you are willing. If I determine that our psychotherapeutic work together is no longer beneficial or not being effectively used, or if you are in default on payment, I may terminate treatment after appropriate discussion with you and a termination process. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

For legal and ethical reasons, I must consider the professional relationship discontinued if you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance.

Complaint Procedures

Keep in mind that our work is focused on your needs; therefore, if you have concerns about the course of therapy or are dissatisfied with any aspect of our work, please let me know immediately. This will make our work more effective and efficient. If you think that you have been treated unfairly or unethically, by me or any other counselors, and cannot resolve this problem with me, you can contact the North Carolina Board of Licensed and Professional Counselors (P.O. Box 77819, Greensboro, NC 27417 | 844.622.3572) for clarification of clients' rights as I have explained them or to lodge a complaint.

If you have any questions, please feel free to ask. Please retain a copy of this document for your records.

BY SIGNING THE INCLUDED SIGNATURE FORM, I AM AGREEING THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.