



Informed Consent

Selecting a therapist can be a difficult task. This document is designed to help make that process easier so that clients or parents can learn whether the therapist at Encompass Mental Health is the right therapeutic fit. This informed consent document will provide information about the therapist, Emily A. Learing and her treatment philosophy, ethical and legal requirements and confidentiality, among other topics. The therapist has a professional responsibility to follow the specific rules set by her licensing board's ethical code. Ethical codes are created to protect the rights and safety of those served by licensed mental health professionals and the therapist will adhere to these laws to the best of her ability. It is important for clients to be aware of their rights and responsibilities in the therapy process to ensure that clients benefit from the experience. These rights and responsibilities are listed in the following sections.

Licensing Requirements

The Therapist is a Licensed Marriage and Family Therapist (LMFT) and a Registered Play Therapist (RPT). In order to obtain these credentials, the therapist had to meet the following requirements:

- Receive a Master's education that meets each licensing board's specifications
- Receive a passing score on a national written test regarding therapy models, ethics, and mental health diagnoses
- Complete hours of clinical experience providing marriage and family therapy and play therapy services under the supervision of a Licensed Marriage and Family Therapist and Registered Play Therapist Supervisor
- Participate in an interview with the licensing Board in which the board evaluates the therapist's answers to potential therapeutic scenarios

Therapeutic Philosophy

As a LMFT, the therapist is trained to view a client and the presenting problem or problems as a result of the system surrounding the client. This is not to say that parents should be blamed for all children's problems, even though often times this is what society does. Instead, the systems view believes that an individual is affected—both positively and negatively—by the surrounding systems and the interactions between those different systems. Each individual person has his or her unique system collection, but there are generic categories of systems that all people have in common. These systems include the historical time and geographical location in which the person lives, the person's family, community and the school or work environment. When viewing an individual or a family, one must always look at the unique characteristics of that particular person. When treating a client, the therapist views that client as existing within the context of these surrounding systems. She utilizes the system as a way to better understand the client and also as a way to help solve or improve the client's problems. The therapist often encourages inclusion of other systems when applicable, such as asking the client to bring in a friend, family member or other member of the system to assist in the therapeutic process, if comfortable for the client. The therapist also encourages clients to allow communication with other entities, such as medical providers, school systems, and other major systems involved in the client's life to allow effective collaboration between the many systems in the client's life.

Anticipated Benefit to the Client

Participation in therapy is expected to provide benefits not only to the client but also to the client's family and others in the client's system. However, it is important for clients to know about the potential risks of utilizing these therapy services. This is because in typical therapy services, it could be expected that a potential for harm may exist because of the nature of a therapeutic relationship and the need to talk about difficult, emotional experiences. Therapy can be a difficult process and sometimes clients find that the emotions involved in the therapy process can be intense and uncomfortable while the treatment process occurs. While these feelings are uncomfortable, they may be necessary for the treatment or healing process. The therapist will monitor each client's feelings and experiences during the therapy process and help the client to identify if the therapeutic process is not beneficial for the client or family anymore.

Clients and parents should be aware that effective treatment is achieved when the therapist and client work together to develop the client's goals and the appropriate methods to achieve these goals. The client and/or parents should communicate needs to the therapist on a regular basis to ensure that the treatment process meets client and family needs. At times, the therapist may make recommendations or provide tasks to be completed outside of the therapy room. If the client or parent has any questions, concerns or disagreements with the therapeutic process, they should communicate these to the therapist as soon as possible to ensure that the process is beneficial.

Limits to the Therapist's Power

Unless completing a home study as part of a paid service, the therapist **cannot and will not** make recommendations regarding custody, living arrangement, or other recommendation regarding contact between relatives and children.

Separation of Court and Counseling

The involvement of court hearings and proceedings is counterproductive to the goals of the counseling relationship. If the therapist receives a subpoena to testify in a court proceeding, she will file a motion to quash the subpoena due to SDCL 19-19-503 Physician and Psychotherapist-Patient Privilege. Privilege extends to any and all participants in the counseling relationship, including but not limited to the identified client, a minor child, parent(s), spouse, etc. A motion to quash will not be necessary if the client(s) choose to waive that privilege in writing. In cases of divorce, parents will not be allowed to waive privilege for their child and a motion to quash will be required.

Participation in Services is Voluntary

The therapy process is predicted to have a positive effect on both the client and family, as well as the other systems surrounding the client. Even though the results are expected to be positive, it is important for clients and/or parents to know that therapy is a voluntary process and no one may be allowed to force a client to participate in these services. Before beginning the therapy process, clients and their family should consider whether they believe that the services described in this Informed Consent are in the best interests of their family, and whether starting therapy is the right decision at this moment in time. If at any time—before starting therapy or during treatment—the client believes that this is not a good fit, the client is allowed to stop participating in therapy without fear of retaliation by the therapist. Stopping services, however, does not stop the client's responsibility for payment for previous services provided and does not allow the family to violate any policies stated in signed agreements between the therapist and client. In addition, while the therapist will not force the client or family to participate in services or punish the client or family in any way for their decision to leave therapy, clients should be aware that other entities (i.e. case manager or social worker, probation

officer, etc.) may respond to the client's decision to leave therapy in a way that could result in punishment or consequence for the client when applicable to the client's situation. Clients should expect that if they have a case manager who has made recommendations regarding the therapy, court ordered expectations for participation in therapy, or other professionals who track the client's participation in services, the client could receive consequences for choosing not to participate in the therapy.

Client's Right to Confidentiality

One of the primary rights of a client receiving therapy services is that of confidentiality. This means that the identity of the client will not be revealed to the public and the content of the client's therapy sessions will not be shared with anyone except those designated in writing by the client or legal guardian to receive the information. Due to the confidential nature of the counseling relationship, the therapist asks all clients to respect the confidentiality of other clients by keeping client identities confidential. **If the therapist learns that a client has shared information—verbal, written or electronic—identifying another client as a recipient of services, that client will be asked not to return to counseling at Encompass Mental Health and will be given referrals for continued care.**

While the therapist promises to maintain confidentiality as much as possible, there are certain situations in which confidentiality will not be able to be maintained. These limits to confidentiality are listed below:

1. **Children's statements and behaviors from the session will be shared with parents.** When necessary, the therapist will share information with parents regarding a child's individual therapy sessions in order to help parents to meet the child's needs, promote positive behavior, and increase optimal development. This information will not be shared just as a way to gossip about the child's participation in therapy. Instead, the focus is on helping the parent to understand what is going on for the child so that the parent, family and other systems can help to accommodate to what the child needs for improvement.
2. **The therapist will not keep secrets in therapy when more than one person is involved in treatment.** When treating a couple or family in therapy, the therapist views the entire family unit as the client in therapy. When speaking alone to the therapist, individuals should know that if information is shared that is viewed as harmful to another person in the family unit, the therapist will not agree to continue the therapeutic relationship if she is asked to keep this secret from another or others in the family unit. In the event that the therapist believes that information has been shared with her that must be revealed to the other family member(s) to save the integrity of the therapeutic relationship, she will inform the individual that the information must be shared and will assist the individual in sharing this information with the family member. If the individual refuses to share this information, the therapist will discontinue treatment and refer the family unit to another therapist out of respect for the integrity of the therapeutic relationship.
3. **Signed releases of information to outside sources:** Client and legal guardians will be allowed, and encouraged, to sign releases of information to important individuals in the client's life that will allow the therapist to talk with others regarding the client. While these releases may be encouraged, they are not required for any client to participate in therapy. If clients or guardians choose not to sign any releases of information, this is their right, and confidentiality will be maintained, except for when required by law. Common entities that are often the subject of a release of information include:
 - Social workers/Case managers
 - It should be noted that if a social worker has recommended the client's participation in therapy, or these services have been court-ordered, the client may also be court-

ordered to sign a release of information allowing the therapist to inform the social worker or the court system of the client's participation or progress in therapy.

- Medical providers
- Important family members
- Other professionals serving the child or family

4. **Situations when the therapist is required by law to break confidentiality:** There are specific requirements given to those who are licensed mental health professionals regarding when they are required by law to break confidentiality. These requirements are referred to as mandated reporting and are described below:

- **Child Abuse/Neglect.** If the therapist has reason to believe that a child client, or another child whose identifying information has been given, has experienced or is at risk of experiencing physical abuse, sexual abuse, emotional abuse, or neglect, she is required by law to report this information to Child Protection Services. This includes, but is not limited to, information that is shared verbally to the therapist, information that is shared verbally by a child or adult to another person that the therapist overhears, observations of the event through interactions between a child and an adult, and observations of evidence on the child's body. The therapist will report 100% of these concerns to CPS, as it is her legal responsibility to do so, and this information will be relayed to the child client's parents in the event that a report of child abuse/neglect had to be made, unless it is anticipated that harm could occur for the child because of the sharing of this information with the parent.
- **Vulnerable Adult Abuse/Neglect/Financial Exploitation:** Any professional in the mental health field, including the therapist, is required by law to report any possible incidences of abuse towards a vulnerable adult. A vulnerable adult is defined as:

"An adult who possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision and because of the dysfunction or infirmity and the need for assistance, the individual has an impaired ability to protect the individual from maltreatment."

During therapy, there is always a possibility that a client may be a vulnerable adult or information about the treatment of a vulnerable adult may arise in the therapeutic conversation with clients. The therapist is required by law to report any incidences of physical abuse, sexual abuse, emotional abuse, neglect, or financial exploitation of a vulnerable adult and will report 100% of the concerns to the appropriate entity.

- **Threat of Harm to Self or Others.** The therapist is required by law to protect those who are the anticipated victims of physical harm or death. If anyone makes a claim that he or she plans to harm him or herself or another person, the therapist is required by law to take every step possible to protect these individuals from potential harm. Steps to be taken could include:
 - In the case of someone making suicidal statements, encouraging the individual to voluntarily admit him or herself to a mental health facility, or calling the police to escort the suicidal individual to the mental health facility if the individual does not choose to go voluntarily

- In the case of someone making homicidal statements, calling the police to warn them of the potential victim and calling the potential victim to warn him or her of the anticipated harm

Threats of harm to self or others will be taken seriously by the therapist, and the necessary steps will be taken to ensure the safety of the individual and others who could be in harm because of the stated threats. Parents of children who have made these threats will be informed of the break in confidentiality after the event has occurred and the therapist has completed the legal duty to report this information to the appropriate persons, unless it is anticipated that harm could occur for the child because of the sharing of this information with the parent.

Right of Therapist to Discontinue Therapy

The therapy process is set up to help clients to improve their presenting problems and work toward a more satisfying life. While the majority of therapy experiences are positive and beneficial to both the client and the therapist, there are times when the therapy process is not proving to be beneficial for the client, and possibly harmful to the therapist. All therapy services and recommendations given by the therapist are given in hopes of helping clients. A failure for clients or parents to follow recommendations may sometimes result in risks for the client and/or community. Because of these potential risks to both the client, family and/or community, the therapist reserves the right to ask any client or family to leave therapy if she believes that the continuation of therapy services with this particular therapist is not beneficial to the client. Another reason that a client may be asked to leave therapy is that the client or client's family has acted in a way that damages the relationship between the therapist and client, or has made the therapist feel uncomfortable or unsafe in any way. In the event the therapist determines in her professional opinion that she can no longer effectively meet the client's needs, the therapist will provide the client with the names of at least three other mental health professionals who may be able to provide therapy services to the client.

Risks of Withdrawing from Therapy

The therapy process goes through many phases. At the beginning of the therapy process, clients learn to trust the therapist and begin to share some details about their life and relationships. As the therapy process continues, the information shared becomes more in depth and may cover sensitive and sometimes painful topics. By the end of the therapy process, the client has learned how to handle these sensitive and painful situations without the help of the therapist, thus the reason for the end of the therapeutic relationship. If the client chooses to leave the therapy process during the middle phase, the client risks staying caught in this painful phase without learning the skills needed to cope with these moments on his or her own. There is risk of harm to the client if he or she leaves before the therapy process is completed. If the client has a desire to leave the therapy relationship, the client should talk with the therapist immediately to address these feelings so that together the therapist and client can decide what is in the best interests of the client at that time.

Duration

Because each client is unique, the therapist does not believe in a one-size-fits-all method of providing therapy. Each client will receive unique treatment to reach goals created by the therapist and client that are unique to that specific client. Some clients may have a relatively short therapeutic experience as they work toward smaller goals, while others may require additional time to meet more complicated goals.

Social Media & Electronic Communication

You may choose to contact the therapist using the method of communication that is most appropriate for you, however, some methods of communication may not be appropriate for certain conversations.

Social Media: Due to boundary issues, the therapist will deny/reject any request for connection on any social media site. This rule is established to maintain your privacy and protect you from any boundary violation by the therapist.

Text Messages: The therapist uses a landline phone for communication and therefore cannot receive text messages. No communication should occur using text messaging.

Emails: If you wish to email the therapist you may choose to do so, however it is not recommended by HIPAA. For more secure messaging options, please elect to enroll in the Client Portal. This will allow for secure messaging that is compliant with HIPAA regulations. Please note that messaging through email and/or the Client Portal should not be used to address immediate needs, including but not limited to emergency situations, as the therapist cannot verify that she will be able to respond in time. In case of emergency, contact the therapist by phone at (605) 275-0009 and if she is unable to answer the phone, contact Avera Behavioral Health at 1-800-691-4336. Please know that any message sent via email and/or the Client Portal will become a part of your therapy record.

Landline/Cell Phone: Telephone is appropriate for communication if the client chooses. However, you should know that cell phone communication is not considered as secure as a landline phone and HIPAA recommends refraining from communicating via cell phone. The therapist utilizes a land line phone except for in some cases of emergency. The client will know the therapist is contacting the client via cell phone when the number is unauthorized/unidentified. Clients should use their discretion when communicating on a cell phone to prevent disclosure of personal information to unknown 3rd parties.

Picture/Video/Recording: The therapist will not take pictures, videos, or recordings of your therapy sessions or phone calls to protect your confidentiality. The therapist expects the same from clients. Recording counseling sessions or phone calls without the consent of all parties involved (including the therapist) will not be tolerated and the therapist will discontinue services immediately if this is taking place. Pictures and videos may not be taken at Encompass Mental Health—this includes children’s electronic devices—due to the risk it poses to other clients receiving services at the office. If pictures, videos and/or recordings are taken at Encompass Mental Health, you will be asked to destroy them and the therapist will discontinue services immediately.

Fees

The fees established are what is considered usual and customary for the area. Any fluctuation from neighboring therapists is due to differing costs between practice locations. The client is fully responsible for payment of all fees, even if insurance provides reimbursement for some services. The client is responsible for all fees, regardless of what an insurance company arbitrarily determines as usual and customary, unless otherwise identified by law. If the client has any questions regarding whether the therapy services will be covered by health insurance, the client should call the number on their insurance card. The therapist may also be able to contact the insurance company prior to any appointment to establish if insurance will reimburse the therapy session, and how much of the cost will be covered by insurance.

The fees for services provided at Encompass Mental Health are as follows:

Initial Assessment: \$175 for a 90 minute assessment appointment
Individual Therapy: \$115 for a 45-50 minute therapy session
Individual Play Therapy: \$115 for a 45-50 minute play therapy session
Couples and/or Family Therapy: \$120 for a 45-50 minute therapy session

Other fees that may occur include:

- **Returned Check Fee:** There will be a \$30.00 fee charged for any returned checks. If the therapist receives two returned checks from a client, the client will forfeit their right to pay by check and must pay by cash, money order, or credit card.
- **Court Testimony Fee:** The therapist will appear in court when legally allowed to do so. If asked to attend court on the behalf of the client, the fee is \$125/hour, including travel time, time spent at the court hearing, and time testifying. This fee will be billed directly to the client and is not a service that health insurance will reimburse the client for.
- **Document Preparation:** Periodically, a client may need the therapist to write a letter, fill out legal paperwork related to the client’s condition, create a report about progress toward therapy, or complete some other document on behalf of the client. In the case that this occurs, a fee of \$10 per 30 minutes will be assessed, unless prohibited by law. This fee will be billed directly to the client and is not a service that health insurance will reimburse the client for.
- **Classroom Observation:** Typically, if a child client is referred to therapy because of difficulties in the school or daycare environment, the therapist will recommend that an observation in the classroom take place. If the child’s parents agree to this, a fee of \$50.00 will be charged for the observation and a travel fee of \$0.55 per mile also be charged. Health insurance plans will not cover these observations, so this fee will be charged to the parents/guardians or other financially responsible party.

Please note that the therapist will utilize the services of collection agencies to acquire delinquent funds, if necessary.

Contact Information

If clients or parents have questions regarding the therapy services being offered, the fees, for these services, or any other questions or concerns they can contact the therapist at the contact information below:

Encompass Mental Health, LLC
100 S. Spring Avenue
Suite 150
Sioux Falls, SD 57104
(605) 275-0009

By signing below, clients and/or parents/guardians agree that they have read the above statements on this Informed Consent document, have asked any questions to assist in their understanding of the statements, and agree to comply with all statements written above.

 Client/Legal Guardian Signature _____
Date

 Client/Legal Guardian Signature _____
Date

Witness

Date