



Client Policies

About Psychotherapy

Because you will be putting a good deal of time, money and energy into therapy, you should choose a therapist carefully. You should feel comfortable with the therapist you choose and hopeful about your work together. When you feel this way, therapy is more likely to be helpful to you.

Psychotherapy requires your best efforts to change thoughts, feelings, and behaviors. For example, your therapist will want you to tell about important experiences, what they mean to you, and what strong feelings are involved. This is one of the ways you are an active partner in therapy.

The therapists at Mabus Counseling have a variety of methods in practicing therapy. They also have a variety of credentials, treatment styles and educational backgrounds. We encourage you to discuss in person the methods and credentials of the therapist with whom you wish to work.

The Benefits and Risks of Therapy

The benefits of therapy have been shown by scientists in hundreds of well-designed studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry or anxious. In therapy, people have a chance to fully talk things out until their feelings are relieved or the problem solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. They may grow in many directions- as individuals, in their relationships, in their work and in the ability to enjoy their lives.

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about the benefits and risks when making any treatment decisions. For example, in therapy there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger or other unpleasant emotions. Also, clients in therapy may have problems with people important to them. Family secrets may be told, relationships may change. Sometimes, too, a client's problems may temporarily worsen after beginning treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally even with our best efforts there is a risk that therapy may not work out well for you.

Confidentiality and Ethics

It would be unethical for your therapist to have any other role in your life. He/She cannot be a close friend or socialize with any of his/her clients. He/she cannot be a therapist to someone who is already a friend. He/ she cannot have a romantic relationship with any client during, or after, the course of therapy. He/she cannot have a business relationship with clients, other than the therapy relationship.

Your therapist cannot have a social media relationship with his/her clients. (Facebook, Twitter, etc.)

Your therapist will treat with great care all the information you share with him/her. It is your legal right that your sessions and therapy records about you be kept private. That is why your therapist will ask you to sign a "release-of-records" form before he/she can talk about you or send their records about you to anyone else. In general, he/she will tell no one what you discuss with him/her. He/she will not even reveal that you are receiving treatment from Kyle Mabus Counseling.

In all but a few rare situations, your privacy is protected by state law and by the rules of the counseling profession. Here are the most common cases in which confidentiality **is not** protected:

1. If you were sent to therapy by a court or an employer for evaluation or treatment, the court or employer may expect a report from your therapist. Your therapist will be happy to discuss the reporting procedure if you request. Additional report/communication fees may apply.
2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing a therapist, your therapist may then be ordered to show the court his/her records. Please consult your lawyer about these issues. Additional report/communication fees may apply.
3. If your therapist decides that you are a serious threat to yourself or to others, the law requires him/her to try to protect you or that other person. This usually means telling others about the potential threat. Your therapist cannot promise never to tell others about threats you make.
4. If your therapist believes a child or vulnerable adult (elderly or handicapped) has been or is being abused or neglected, he/she is legally required to report this to the authorities. If the client being treated is a child under the age of majority (19 in Nebraska), you should know that the rules of confidentiality change somewhat. For example, parents and guardians have the legal right to general information, including how therapy is going and if the sessions are being attended. This would not require permission from the client.

In cases where families are being treated, or the therapist works individually with several members of the same family, the confidentiality situation can become very complicated. Your therapist may have different duties to different family members. At the start of treatment your family members and your therapist must all have a clear understanding as to what the limits of confidentiality may be in your situation.

In cases where the client is a couple being seen with the goal of creating a healthier relationship, the rules of confidentiality change as well. If you tell your therapist something your partner/spouse does not know and not knowing this can harm them or the relationship, your therapist cannot promise to keep that information confidential. It may not be in your best interest or the best interest of your relationship to keep some information confidential. Your therapist will work with you to decide the best way to handle the situation.

If your records need to be seen by another professional (a psychiatrist or primary care doctor for example) or anyone else, you will need to sign a release form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits.

Client records are kept in a safe, secured and locked place as long as required by law. After that it is our policy to destroy client records. If you choose to have insurance cover the cost of your sessions, there are some compromises to your confidentiality. Insurance companies will sometimes ask for more information on symptoms, diagnoses and treatment methods. Your therapist's answers will become part of your permanent medical records. Please understand that your therapist has no control over how these records are handled at the insurance company. Mabus Counseling policy is to provide only as much information as the insurance company will need to pay your benefits. Please understand that this compromise of your privacy is the cost of having your insurance pay for your sessions.

About Our Appointments

You can expect that we will usually meet for a minimum of 45-minutes per session. **Please note, Kyle Mabus Counseling requires a 24 hour notice for canceled appointments. You (not your insurance company) may be charged a cancellation fee for sessions canceled with less than 24 hours' notice**, for other than the most serious reasons. Your therapist, in turn, will afford you as much time as possible if he/she ever needs to cancel an appointment.

If thirty days pass and you have not successfully attended a session, then your file will be closed by your therapist. This simply means that you are no longer receiving our services or under our care. If you desire to return for treatment you can do so per mutual agreement with your therapist and your file can be reopened.

Fees, Payments and Billing

Payment for services is an important part of any professional relationship.

Regular therapy services: If you choose to pay "out of pocket" for counseling services, please plan to pay for each session at your appointment check in. If you are utilizing your insurance benefits, your portion (or co-pay) is due at check in time as well.

Telephone consultations: Telephone consultations may be suitable or even needed at times in your therapy. If your therapist needs to have long telephone conferences with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about this, please be sure to discuss it with your therapist in advance so a policy can be set that is comfortable for both of you. Of course, there is no charge for calls about appointments or similar business. However, if the call lasts beyond 10 minutes you will likely be charged accordingly as insurance does not cover this service.

Email contact: Your therapist may use email as a means to communicate with clients between sessions. The type of communication that is appropriate consists of "business" topics including: insurance issues, changing, confirming or making appointments, arrangement of payment, etc. He/she will not conduct therapy/ counseling over email/computer and any communications in this venue should not be construed as such unless specific arrangements are made and agreed to in advance.

Other services: Charges for other services, such as hospital visits, consultations with other therapists, or any court-related services (such as consultations with lawyers, depositions, or attendance at courtroom proceedings) will be based on the time involved in providing the service at our regular fee schedule.

Your agreed-upon fee-paying relationship with Kyle Mabus Counseling will continue as long as your therapist provides services to you. He/she will assume this until you tell them in person, by telephone, or by certified mail that you wish to terminate therapy services. You have a responsibility to pay for, or make arrangements for, fees you have incurred for any services you have received upon ending the therapeutic relationship.

If you think you may have trouble paying your bills on time, please discuss this with your therapist. Nonpayment may alter your ability to continue receiving therapy services. Fees that continue unpaid may be turned over to a collection service.

If there is any problem with charges, billing, insurance, or any other money-related issues, please bring it to your therapist's attention. He/She will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

If You Need To Contact Me

Kyle Mabus Counseling does not have a 24 hour answering service. Therefore, your therapist may not be available at all times. You can always leave a message on his/her voicemail or send an email communication. Generally, calls are not returned on weekends or holidays. If you feel you require additional frequent contact between sessions, discuss this thoroughly with your therapist.

If I Need to Contact Someone about You

If there is an emergency during our work together, or your therapist becomes concerned about your personal safety, your therapist is required by law and by the rules of their profession to contact someone close to you—perhaps a relative, spouse, or close friend. They are also required to contact this person, or the authorities, if they become concerned about your harming someone else. This is why we asked for this information on your intake form.

Other Points

If you ever become involved in a divorce or custody dispute, your therapist may want you to understand and agree that they will not provide evaluations or expert testimony in court. You may be asked to hire a different mental health professional for any evaluations or testimony you require. This position is based on two reasons: (1) Your therapists' statements will be seen as biased in your favor because you have an ongoing therapy relationship; and (2) the testimony might affect your therapy relationship and your therapist must put this relationship first.

Our Agreement

Your signature below indicates that you have read and discussed this agreement. If at any time during your treatment you have questions about any of the subjects discussed in this document, you can talk with your therapist about them, and he/she will do his/her best to answer them.

You understand that after therapy begins you have the right to withdraw your consent to therapy at any time, for any reason. However, you will make every effort to discuss your concerns about your progress with your therapist before ending therapy.

You understand that your therapist will treat you with professionalism, integrity and skill. Nonetheless, you understand that no specific promises have been made to you by your therapist about the results of treatment, the effectiveness of the procedures used by your therapist, or the number of sessions necessary for therapy to be effective.

I _____ hereby agree to enter into therapy (or to have the client enter therapy), and to cooperate to the best of my ability, as shown by my signature here.

Signature of Client

Date

Signature of Parent (Client is under age of 19)

Date

Signature of therapist*

Date

*My signature indicates that I have provided the opportunity to discuss questions or concerns about the policies of Kyle Mabus Counseling.