



Informed Consent and Client Rights - Adult

Welcome to Crosspointe Family Services! This document contains important information regarding my services, therapeutic approach, confidentiality, our business policies and your rights. If you have any questions, please ask for further information.

Counseling Purpose

Counseling is a professional relationship designed to empower diverse individuals, families and groups to accomplish mental health, wellness, education, relationship and career goals. According to the US Department of Human Services, the primary purpose of counseling is to empower clients to deal adequately with life situations, reduce stress, experience personal growth, and make well-informed, rational decisions.

Training and Therapeutic Approach

Specific to Counselor-

Counseling Process

The counseling process will begin with the creation of personalized therapy goals. We will work collaboratively to create goals that are attainable and help you (and/or your child/family) get where you want to be. Goals for therapy tend to center on symptom reduction, improved relationships, gained insight, and learning necessary skills to manage the challenges of life. Once therapeutic goals are created, the counseling process continues with ongoing sessions focusing on the exploration of feelings, thoughts, motivations, and relationship dynamics. As the counseling process progresses, gradual shifts in thoughts, feelings, and behaviors typically occur and often-times substantial therapeutic progress is made. Complete therapeutic success largely depends on the individual. If you remain committed, open, and honest, positive outcomes are likely. While benefits of counseling are expected, specific results cannot be guaranteed. If you feel as though progress is not being made, you should discuss this with your counselor. If you continue to feel as though counseling is unsuccessful, you should request a counselor change or referral. I will always be glad to give as many referrals as needed.

Counseling Risks and Benefits

Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes could impact your relationships with significant others in both positive and negative ways. At times, counseling can involve remembering unpleasant events and may arouse strong emotional feelings. When working with children, behavioral challenges may increase for a short time while they are adjusting to new insight and changed parenting techniques. The benefits of counseling may include improved ability to relate with others, a clearer understanding of self, values, goals, increased academic or work productivity, and an ability to deal with everyday stress more effectively. Taking personal responsibility for working through these issues may lead to greater growth and positive outcomes.

Emergency Procedures

If you are in crisis or have an emergency, call **911** or go to your nearest emergency room. You can also call **988** crisis line. If you have an after-hours emergency issue that cannot be handled by calling 911 or going to the ER, please call our after-hours crisis number: 208-731-4773. You may also call 208-736-7090 during regular business hours. I will give notice of any planned time away and will create a plan with you to address your counseling needs during extended vacations or professional conferences during my absence.

Counseling Sessions

Counseling sessions are normally 40 to 50 minutes in length. Typical office hours are between 8 am and 6 pm, Monday through Thursday. Any variations to this schedule will be noted on our answering machine and the front

door. Sessions are typically scheduled once a week, depending on the need. The average individual will come for two to six months but the length can vary greatly. We will create a counseling schedule to support your (and your family's) specific needs.

Cancellation Policy

Changes to scheduled appointments, including cancellations, must be made 24 hours in advance by calling 208-736-7090. Failure to give 24 hours-notice for an appointment cancellation (no-show) will result in a no-show/late cancellation call or letter and is subject to a **\$75.00 fee**. If you are 15 minutes late for your appointment, it is considered a no-show. When illness leads to a visit to your doctor or hospital, or when weather is severe enough to close the public schools in our area, we will not charge for a missed appointment. Unfortunately, we cannot excuse other illnesses or transportation problems. Because of the high need of mental health services in the community, two or more no-shows/late cancellations may result in the termination of the counseling relationship. If ongoing cancellations become problematic, a discussion of the therapeutic treatment will occur and a decision will be made to support the client and counselor in the best possible way.

General Office Conduct

We appreciate your understanding of our need to maintain a respectful level of behavior while in the waiting room. Our front office staff is conducting business with other clients in person or on the telephone, and our providers are in session. You are responsible for the behavior of your children while engaged in care at our clinic. Our staff is not responsible for monitoring or supervising your children. If a child's behavior becomes disruptive, our staff may ask you and your child to wait in your car until your provider is ready for you. We ask that you check in/out at the front desk at the beginning and end of each session. You are responsible for verifying your next appointment. Crosspointe Family Services values each individual as they are. We treat all our clients with dignity, respect, and compassion. We require that clients treat each other and our office staff with respect and dignity. Failure to adhere to this policy may result in termination of services within our office.

Documentation

Documentation is maintained regarding the counseling services you receive. You have the right to access your counseling records with written request. There will be a fee for copying these records. If, in my professional opinion, I find that releasing your counseling records may cause you substantial harm, endanger your life or physical safety, or pose a significant risk of harm to you or another individual, it will be strongly recommended to receive a treatment summary of these records. Given their inclusion of professional language, case notes are typically not released to anyone even when specifically requested. Records are kept for 7 years from date of last service and will be destroyed after that time. All documentation is stored in a HIPAA compliant manner and in accordance with relevant laws and statutes.

Diagnosis

If a third party, such as an insurance company, is paying for part of your bill, I am required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your issues and something about whether they are short-term or long-term problems. This will be determined during our initial evaluation and may be changed or amended throughout the counseling process.

Therapeutic Relationship

Counseling is a professional relationship that empowers diverse individuals, families and groups to accomplish mental health, wellness, education, and career goals. At times, this process may feel very intimate. Our relationship is a professional one in which I am providing clinical services for an agreed upon fee. Our contact will be limited to the agreed upon schedule, except in the case of emergency. Invitations to events, offering of gifts or interactions outside of our agreed upon treatment schedule will be discussed by the client and myself. In most cases, these offers and invitations will be declined due to any possible effect it may have on my objectivity, clinical judgment and therapeutic effectiveness provided to the client. Progression towards your goals will best be served if our sessions and communication concentrate exclusively on your goals and clinical concerns.

Sexually intimate relationships are NEVER appropriate with client or client relatives and should be reported to the Idaho Bureau of Occupational Licenses immediately.

Professional Relationship Role Changes

When counselors change a role from the original or most recent contracted relationship, they obtain informed consent for the client and explain the client's right to refuse services related to the change. Examples of role changes include, but are not limited to:

- Changing from individual to relationship or family counseling, or vice versa;
- Changing from an evaluative role to a therapeutic role, or vice versa;
- Changing from a counselor to a mediator role, or vice versa;
- Changing from a Peer Support Partner to a counselor role, or vice versa; and
- Changing from a Family Support Partner to a counselor role, or vice versa.

Social Media and Electronic Communication

Counselors may maintain both a personal and professional presence in social media. Counselors may not and will not respond to any request and/or comment placed by individuals that may disclose confidential information. Counselors maintain appropriate boundaries with clients and clients' families in regard to social media presence and electronic presence. Counselors will not search out or initiate contact with clients through any social media or technology means without written consent from client. If the client chooses to communicate with counselor through electronic means such as text messaging or e-mailing, the client recognizes that these communications may not be transmitted in a confidential setting. Clients are expected to limit contents of communication to basic issues such as cancellation or change of appointment times and/or change in contact information. Complex client concerns should be addressed in a scheduled appointment.

Telehealth

If, at any time throughout the counseling process, it becomes necessary to conduct counseling sessions via telehealth (audio, video, computer-based services), your signature here indicates your consent to such services. The information contained in this document, including your rights and responsibilities, the risks and benefits, and the confidentiality and documentation of your personal health information applies to telehealth services, as well. It is important to understand that, despite reasonable efforts, the transmission of your personal information may be disrupted or distorted by technical failures and/or the transmission of your personal information could be intercepted by unauthorized persons.

Confidentiality

In general, HIPAA law protects the confidentiality of all communications between a client and counselor, and I can only release information to others about your counseling with your written permission (in the form of a Release of Information). However, there are a number of exceptions where information may be shared without your written permission. The limitations of confidentiality are as follows:

- Client reports a serious and foreseeable danger to self / others
- Client reports a contagious, life threatening disease
- Child or Elder being abused / neglected
- Individual unable to care for themselves is being abused / neglected
- Client is below 18 years of age, parents have rights to therapeutic information
- Client requests release of information
- Court Orders
- Subordinates who process client information and papers
- Clinical supervision/consultation
- Legal and clinical consultation situations
- Third Party Payers request relevant clinical information

When a family or couple comes in for counseling, I will uphold their right to confidentiality. Within the family unit, I will encourage any "secret" relevant to counseling to be disclosed by the member holding it. When meeting with couples or families, in order to provide the safest therapeutic environment possible, it is my policy not to release information requested in the future without written approval by all parties. When working with minor children, it is important to respect their confidentiality as well. When working with children and parents, I will encourage the child to speak with parents openly. If any type of imminent danger is disclosed to the counselor, this will be immediately disclosed to the parent. To maintain the safety of the therapeutic process for the child, their therapy will be reviewed through their relevant play themes and parenting support will be provided.

In order to give you the highest quality service possible, I consult regularly with other counseling professionals about my work with clients. I do not refer to any clients by name. I am happy to disclose to you the names of professionals I may consult with regarding your situation.

Court Disclosure

It is Crosspointe Family Services policy NOT to provide clinical evaluations or assessments to fulfill court requirements or for other legal purposes including child custody. I will not be involved in court-oriented activities, including testifying in custody matters. It is my intent to support you (or your child) therapeutically and not to enter into legal proceedings. I will not give legal opinions or recommendations regarding custody or custodial issues. In the unlikely event that I am subpoenaed as a witness, fees for the requesting party are billed at \$500 per hour with a minimum four-hour charge. All time will be billed including preparation time, drive time, time spent waiting to testify, and actual time spent on testimony. Such fees are not billable to insurance and are due a minimum of one week before the scheduled court appearance. Fees are not refundable, despite any cancellation made within 24 hours.

Benefits Assignment and Financial Responsibility

This information is provided to prevent misunderstanding so that time in therapy services can be focused on your therapeutic needs and not financial issues. An important part of treatment is responsibly satisfying the financial obligation for your therapy services. We require that you plan to meet your financial responsibility prior to the start of each session. As a courtesy, we will bill your primary insurance company or provide a receipt for you to submit billing on your own. It is your responsibility to be fully familiar with your insurance benefits. Our billing staff can, as a courtesy to you, contact your insurance company to determine eligibility and benefits including co-pay amount and if your plan's deductible amount has been met. If your yearly deductible amount has not been met, then the full fee is due. We are not responsible for misquotes or discrepancies once a claim has been submitted and paid. We are happy to provide you a current fee sheet upon request.

Your current co-pay or co-insurance amount, or the full fee, plus any past due amounts or fees owed, is due prior to the start of each session. If you are NOT prepared to make payment prior to your scheduled session please discuss your options with our staff 24-Hours or more in advance of your scheduled appointment. Failure to meet your financial obligation may result in cancelation of your appointment and a "No Show" fee. Please be aware that unpaid balances on your account may result in suspension or discharge from clinical services and or referral to a debt collection agency.

By signing this form, you are hereby authorizing Crosspointe Family Services to disclose and release any information necessary to secure the payment for services rendered via Facsimile, hard copy, or electronically. You are hereby assigning all medical and mental health benefits to which you are entitled from your insurance carrier(s), including Medicare, Medicaid, Supplemental benefits providers, and private insurers, as applicable, directly to Crosspointe Family Services for services rendered. You agree that you are responsible for deductible, coinsurance and non-covered services. Coinsurance and deductibles are based upon the charge determination of the insurance carrier. This assignment will remain in effect until revoked by you. A photocopy of this assignment is considered as valid as the original.

Client Rights and Responsibilities

Client Rights

- You have the right to privacy and confidentiality.
- You have the right to not be discriminated against or treated unfairly due to race, ethnicity, nationality, gender, sexual orientation, or religion, age, mental or physical disability, medical condition, medical history, claims experience, evidence of insurability, or source of payment.
- You have the right to be a participant in treatment decisions.
- You have the right to seek a second opinion.
- You have the right to file a complaint without retaliation.
- You have the right to refuse treatment and/or any services or treatment modalities and be advised of the consequences of refusal.
- You have the right to obtain clear information about your records.
- You have a right to participate in the ongoing counseling plans.
- You have the right to withdraw consent at any time. This must be done in writing.

Client Responsibilities

- You are responsible for attending appointments as scheduled or giving 24 hour notice if you cannot attend.
- You are responsible for participating in treatment and following through with homework or other tasks assigned by your counselor
- You are responsible for expressing concerns or complaints that you have to your counselor.
- You are responsible for maintaining personal boundaries and respecting boundaries that may be set by your counselor.

Grievances/Complaints

All complaints should be addressed directly with your counselor or your counselor's supervisor. You have the right to make complaints regarding ethical concerns to the Bureau of Occupational Licenses. If a client files a complaint or lawsuit, the counselor may disclose relevant information regarding the client in order to defend herself.

Clients have rights protected by State and/or Federal Law, and Professional Ethical Standards. For information contact:

Idaho Bureau of Occupational Licenses
Physical Address: 11341 W. Chinden Blvd., Boise, ID 83714.
Mailing Address: PO Box 83720, Boise, Idaho 83720-0063
<http://dopl.idaho.gov/>

Please sign this sheet to indicate that you have read the informed consent information and understand your rights as a client. Also by signing this you are stating that you were given the opportunity to ask any questions regarding the above presented information and that you have agreed to receive counseling services at Crosspointe Family Services. This consent will remain valid and in force for the duration of your treatment.

Revised 12/02/24

Client Name (Printed)

DOB

Client/Parent/Legal Guardian Signature
Date

Date

Counselor Signature