Iowa Family Counseling

409 B Ave; Kalona, IA 52247
Mailing: PO Box 308; Riverside, IA 52327
info@iowafamilycounseling.com
P: 641-777-2774 F: 319-333-6098

Informed Consent

The purpose of this document is to inform you, the client and/or guardian, about the many aspects of mental health counseling. Therapy is unique, subjective and very personal, yet is a contractual agreement between you, the client/guardian, and the therapist. Given this, it is important to fully understand how the relationship will work, and what each participant should expect from the other. This consent will provide a clear framework for your work together, and will be referenced and discussed throughout your treatment with your therapist.

Please read it all in its entirety, and sign below, acknowledging that it has been reviewed with your provider, and fully understood.

The Therapeutic Process:

Psychotherapy is the process of working with a licensed therapist using a variety of therapeutic skills and interventions to treat mental illness, trauma and emotional and behavioral problems. It is a collaborative effort between the therapist, client and family (if/when applicable), working towards mutually agreed upon goals. Therapy can be conducted in a variety of formats, which may include group, couples, family and/or, online formats.

Our providers have diverse and unique skill sets, and utilize a variety of evidence-based therapeutic approaches and techniques in their sessions. Treatment goals are individualized and determined collaborative between you and your therapist, in which therapeutic modalities and approaches may include cognitive behavioral therapy, person-centered therapy, expressive arts (art and play therapy), eye movement desensitization and reprocessing (EMDR), etc.

Therapy has both risks and benefits, some of which are outlined below:

Potential risks:

1. Temporary feelings of discomfort in discussing difficulties and challenges; clients may initially feel worse as therapy progresses.
2. Therapy can complicate your life; it is often about making changes and/or about looking at yourself differently. Therapy can change how you live and how you feel about others.
3. Therapy is not guaranteed to work, and is not effective for all.

Potential benefits:

1. Generally, clients are better off after therapy than they were before it, and are better off after therapy than 80% of untreated persons. The benefits usually depend on the specific problems that you hope to address, the goals that are set during therapy, the amount of time and degree of follow through with your treatment.
2. Therapy can improve your relationships with others, significantly reduce feelings of distress, improve your mood, increase your self-esteem and confidence, increase your ability to manage strong emotional reactions such anger, fear and sadness, stop behaviors that are not serving you well, among numerous others.
3. Sometimes the benefits of therapy can be enhanced with the consistent use of psychotropic medications prescribed by a psychiatrist or other trained medical prescriber.

The therapeutic relationship takes time to develop, and you may need to meet with your provider a few times before you make a decision about whether or not it is a good fit. In order for therapy to be most successful, you will have to work on things that are discussed during and outside of sessions. It is typical for sessions to take place weekly, ranging from 30-60 minutes. It is standard practice to schedule your next therapy appointment at the end of each appointment, to ensure that your provider will be able to reserve the day/time that works best for your schedule. The length of time in therapy

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greatly varies per individual; some needing relatively short term treatment (1-3 months), and others requiring more long term treatment over the course of many months or years.

If you decide to terminate the counseling relationship, please inform your therapist. It is recommended that you participate in a closing session to wrap up the content of your work together and make plans for discharge and continued care (if applicable). We understand that we may not be the best fit for you, and would be happy to provide a referral to another therapist in the area that may be a better match for you should that be needed.

Confidentiality and its limitations:

All of the content discussed in session with your therapist will remain private and confidential per state and federal laws and regulations. Children have some of the same rights; parents of minor children also have a right to know the general content of therapy sessions with their child(ren), but they do not always have full access to their records, as it is our policy to not provide parents copies of their children's treatment records in most cases. There are some situations in which your therapist will be required to break confidentiality. They include:

1. In the case of mandatory reporting of child and/or dependent adult abuse
2. Through a court subpoena
3. Threats to harm oneself (suicidal ideation)
4. Threats to harm another person (homicidal ideation)

When treating a couple or family, the couple or family is considered to be the client, therefore, if there is a request for records, authorization will be obtained from *all* members of the treatment before release of confidential information occurs. During therapy it may be requested that a smaller part of the unit attend for one or more sessions and this should be seen by you, the client, as part of the work that is done with the couple/family to promote the best interest of treatment. Please note that these sessions are considered confidential in nature only to the extent that protected information will not be released to a third party, unless required by law to do so until written authorization is obtained.

However, it may be necessary to share information learned in an individual session (or a session with a portion of the treatment unit being present) with the entire treatment unit if the treatment unit is to effectively be served. Clinical judgment will be implemented as to what extent disclosures to the rest of the treatment unit are necessary. In addition, if appropriate, opportunity will be given to the individual or smaller part of the treatment unit to make the disclosure. Thus, if you feel it is necessary to talk about matters that you *absolutely do not* want to be shared with anyone, recommendations can be made for individual therapists who can assist you in processing those matters.

This policy is intended to allow the therapist to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. For instance, information learned in an individual session may be relevant and even essential to the proper treatment of the couple or family. If a therapist is not free to exercise clinical judgment regarding the need to bring this information to the family or the couple during their therapy, the therapist may be placed in a situation where treatment will be terminated for the couple or family. This policy is intended to prevent the need for such a termination.

Education, Licensure & Training:

All of our therapists have the required and relevant education and experience needed to fulfill their role; with a minimum of a Master's Degree in a human service related field, and an active license in Iowa to practice counseling (i.e. social work, mental health counseling or marriage and family therapy). Some of our therapists may be in an earlier stage of their counseling career, therefore requiring ongoing clinical supervision from a supervisor (Owner & Director, Elisa Lyons, LMHC and/or a contracted clinical supervisor) surrounding your care and treatment. An additional consent

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document will be completed and signed in these instances, and you have the right to request a different therapist at any time (pending availability). Our therapists must also obtain a minimum number of continuing education credit hours per year, per licensure and ethical requirements in efforts to stay up to date with current practices, trends and ethical issues.

Our providers have diverse skills and varying interests, and are able to see a wide variety of populations with a wide variety of presenting symptoms/concerns.

Consultation and Supervision:

It is standard practice for medical and mental health professionals to seek consultation in order to provide the best quality treatment to clients, and when needed, our providers may consult with one another, and/or an outside professional regarding your treatment. Additional circumstances surrounding the need for consultation and/or supervision may include:

- State/board licensure regulations requiring my provider to receive ongoing supervision
- Accreditation organizations and insurance companies requiring treatment plan be reviewed
- Standards of care which guide most mental health professionals recommend supervision/consultation particularly in high risk situations, such as threats and/or acts of harm to self or others
- Other special circumstances, such as preparation to testify in court

All information will be kept strictly confidential and the least possible amount of information will be shared to protect your confidentiality.

Tele-Therapy:

Iowa Family Counseling, LLC can provide convenient tele-therapy to clients across the state of Iowa, through HIPAA compliant programs (in which we have carefully selected a couple specific, HIPAA compliant platforms for the highest possible security and confidentiality of your sessions. Tele-therapy, by definition, is the delivery of therapeutic services by which the provider and client are not at the same physical location. Teletherapy may include, but is not limited to, mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications (i.e. video chat, phone, cellular phone, internet, email, or text messages).

Like with face-to-care therapy, there are potential risks and benefits of tele-therapy, which may include:

Potential risks:

- There is a possibility of technology failure, which may result in alternate methods of service.
- Tele-therapy may not be as effective or as comprehensive as in person, face-to-face counseling. If the provider believes that the client would be better served with another type of service or level of care, they may be referred to another provider in the client's geographical area.
- With tele-therapy, there is a greater likelihood of misunderstandings that may arise from the lack of visual cues (nonverbal and verbal) and voice intonations when communicating electronically.
- It is possible for a 3rd party within your environment, or the provider's environment, to overhear the conversations being conducted via tele-therapy. Any documents or text messages could be obtained by a 3rd party. Viruses, Trojans, Worms, and other programs could reside on client's or provider's computers which could send private information to a 3rd party. Iowa Family Counseling, LLC takes reasonable precautions to ensure the confidentiality of information transmitted through any electronic means (including tele-therapy), and uses current encryption standards that meet legal requirements.

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I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties, which are further outlined in the informed consent. If there is ever a disruption of services on the internet that cannot be re-established within 5 minutes, I (as the client), will need to call my therapist to discuss how to proceed with the session.

Potential benefits:

- Online therapy has been proven to be as effective as in-person therapy, therefore, the benefits include those outlined above
- It provides greater flexibility, particularly those who live in remote areas who have limited resources, mobility, or transportation barriers.
- Tele-therapy reduces costs associated with gas and travel time to the office for face-to-face sessions. There is also a reduction in session cancellations due to weather, school closures, etc, as these concerns are eliminated with tele-therapy, allowing for more consistent and productive treatment.
- Tele-therapy can help with eliminating the social stigma related to receiving mental health services, by conducting sessions in the comfort of your own home or private space

I understand that my healthcare provider or I can discontinue the telehealth session if it is felt that the videoconferencing connections are not adequate for the situation. I have the opportunity to ask questions in regard to this procedure and to discuss this with me in a language in which I understand.

I further acknowledge that:

- Telehealth is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
- To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

Code of Ethics

Iowa Family Counseling, LLC abides by the ACA Code of Ethics. This outlines policies such as social media and dual relationships. Providing services in a small community, stirs up the likelihood for conflicts of interest and potential dual relationships.

Your provider likely works and lives in the same community you do. You may see your provider in public and if they do not acknowledge you, please do not be offended as this is to protect your privacy. If you see your provider, feel free to smile, wave, or say hello and your provider will reciprocate, but if you pretend you don't know your provider, that's perfectly fine too. Your provider is simply trying to make you feel comfortable. In addition, please know that we will never discuss therapy or anything regarding your services in public as this would not be the appropriate time or place to do so.

Our ethical code does not typically approve of dual relationships, meaning a relationship or interactions outside of the therapy office. This also includes social media, so your provider cannot be your friend on Facebook, SnapChat, have you follow them on Instagram, etc.

Cancellations & Missed Appointments

When an appointment is scheduled, that time is reserved for you, and is considered confirmed with your therapist. Regardless of when you arrive at your appointment, your session will still end at the same time. If you arrive so late that your appointment would not be longer than 20 minutes, your appointment will be cancelled and it will be your responsibility to contact your provider to reschedule.

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If the appointment is cancelled or rescheduled without sufficient notice, the therapist is unable to make use of that time nor bill insurance for the missed appointment, therefore, the therapist must be notified at a minimum, 24 hours before the missed appointment time of any needed cancellation/reschedule, otherwise, a fee of $25.00 may be charged to the credit card on file for the appointment, as insurance does not cover no shows and late cancellations. A fee of $50.00 may be charged for not showing up to the scheduled appointment with your provider.

After *three* late cancellations *and/or* no shows, the client may be discharged from Iowa Family Counseling and referred to other local mental health practices for continued services. This policy is particularly relevant for those client's with Medicaid health insurance coverage, as Iowa Family Counseling is unable to charge these particular clients a late cancellation or no show fee.

We understand the occasional unexpected needed cancellation due to illness or weather, but please reach out to your provider to communicate with them as soon as possible. In times of inclement weather, your provider may reach out to confirm appointments with you, and/or transition to an online/virtual session. We understand that in providing school-based therapy services, your child may be absent from school due to illness, school functions, etc, and we agree not to bill for appointments that were missed due to this, however, we reserve the right to enforce this policy for any and all unexcused absences. We will do our best to reschedule the client, however, cannot guarantee them to be rescheduled within the same week.

If we are unable to process your credit card, you will be sent a bill, and will be responsible for paying that fee within 30 days. Recurrent cancellations and/or no-shows, may result in losing your regular therapy spot, grounds for being placed on our waitlist or discharged from our practice.

If no session has been scheduled for 30 days, we understand that our therapeutic relationship has ended, unless other arrangements have been made prior. If you later wish to resume therapy with this provider, we would be happy to, after all unpaid invoices have been paid.

Fees, Insurance and Billing

If you are using your health insurance benefits to pay for services, we ask that you do your due diligence and call your insurance company to verify, explain and help you understand your own benefits and restrictions, as you will be responsible for any claim(s) that are not covered by insurance, at the full fee. Most health insurances cover psychotherapy via telehealth, however, you will want to verify this with your carrier. Charges not covered by insurance remain *your* responsibility.

Your payment is due at the time of service, unless other arrangements have been made between you and your provider, as outstanding balances are not permitted for both the client and therapist's benefit. Services may be temporarily suspended if the outstanding balance accrues higher than $300.You are expected to communicate with Iowa Family Counseling surrounding any financial hardship, and/or establishing a payment plan surrounding payment arrangements.

Our rates may adjust regularly to keep up with current reimbursable insurance rates and the market. Our current fees are as followed, and are billed to you if not using health insurance:

Assessment/Evaluation: $200	Crisis: $180
50-60 minute session: $170	Group: $45
Couple/family session: $135	Returned Check $50.00 per incident

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45 minute session: $120 Missed appointment (no show): $50

30 minute session: $95 Missed appointment (late cancel): $25

Interactive Complexity/Play Therapy Add On: $25/session

Private/Cash pay bundle: Five 50-60 minute sessions (include assessment if applicable) for $700, to be paid in full in advance. *Sessions are non-transferable and expire 1 year from the purchase date.*

Court testimony: $300.00/hour (minimum of 3 hours paid in advance; includes deposition, travel and preparation)

You are expected to pay all session fees by the end of each month, and statements will be sent on a monthly basis via email (unless a request is made to be mailed). We require a valid credit card in your name to be on file at all times. If your card is declined, we will notify you generally within 48 hours. You are expected to keep your account at a zero balance, unless other arrangements have been made.

If accounts have remained unpaid after 60 days and all reasonable efforts to collect payment have been unsuccessful, a client may be terminated from therapy, and their account released for collection. I understand that if I fail to pay, Iowa Family Counseling, LLC reserves the right to take legal action to collect unpaid fees and that I will be responsible for all costs incurred through collection efforts.

Good Faith Estimate

The Good Faith Estimate ("No Surprises Act") requires healthcare providers and healthcare practices to provide an estimate, upon request or at the time of scheduling services, of expected charges for services to clients who are uninsured or not using their health insurance for services (self-pay). While it is not possible for your provider to know in advance how many psychotherapy sessions may be necessary or appropriate for any given person, this provides an estimate of the cost of services provided. Your total cost of services will depend upon the number of psychotherapy sessions you attend, your individual circumstances, and the types and amount of services that are provided to you.

This estimate is not a contract and does not obligate you to obtain any services from the provider(s) listed, nor does it include any additional services provided to you that are not identified in the estimate. The estimate is also not intended to serve as a recommendation for treatment or a prediction that you may need to attend a specified number of psychotherapy sessions. You are entitled to disagree with any recommendations made to you concerning your treatment, and may discontinue treatment at any time.

You can ask your healthcare provider, and any other provider you choose, for a Good Faith Estimate before you schedule a service. The estimate is based on information known at the time it was created, and does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications of special circumstances occur. If this happens, and you are billed for more than the Good Faith Estimate, federal law allows you the right to dispute (appeal) the bill if the difference between the Good Faith Estimate and your bill is at least four-hundred ($400) dollars.

For questions or more information about your right to a Good Faith Estimate, or to start the dispute resolution process, visit www.cms.gov/nosurprises or call the US Department of Health and Human Services (HHS) at 800-368-1019.

_____

Client Signature Date

_____

Parent/Legal Guardian Signature (of minor) Date

Updated January 2022

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HIPAA/Privacy

Iowa Family Counseling, LLC takes great precaution to make sure your data is safe on a HIPAA compliant electronic health record system, in which your mental health records and notes are kept paperless. These records are confidential and will be maintained for six years as required, for applicable legal and ethical standards set by the American Counseling Association.

A HIPAA, privacy release and agreement has been signed by all organizations that is employed and/or contracted for services they provide to Iowa Family Counseling. These may include our electronic health record (EHR), teletherapy platform, and administrative staff.

Acknowledgement of Receipt of Notice of Privacy Practices

_____ I have **received a copy** of the Notice of Privacy Practices from Iowa Family Counseling LLC, as required by law.

_____ I have **been offered a copy** of the Notice of Privacy Practices from Iowa Family Counseling LLC, and have been informed it is posted at www.iowafamilycounseling.com and have declined a hard copy.

_____

Client Signature Date

_____

Parent/Legal Guardian Signature (of minor) Date

For Treatment of Minor Children and Adolescents

Only a parent or legal guardian can consent to the treatment of a minor child; Step-Parents and Foster Parents cannot legally consent to treatment, but can initiate an initial assessment appointment. Foster Parents are required to bring legal guardianship paperwork to the initial session, in addition to the intake paperwork being signed by the legal parent or DHS (if DHS has been granted partial guardianship for the purposes of medical, educational and mental health treatment). Adoptive parents must bring the termination order and adoption order indicating finalization of the adoption/name change (if applicable), and that they have legal guardianship of the child(ren). Step-Parents cannot rescind consent for treatment either, unless there is court documentation outlining limited guardianship for that specific purpose.

Standard intake paperwork must be signed by the parent/legal guardian; parents are asked to provide all contact information of the non-custodial parent so that paperwork can be sent to them. It is our policy that both parents must consent to the treatment of their child(ren), unless one parent has sole legal custody of the child(ren). We will require a copy of the court order establishing legal custody. If either parent requests that therapy be discontinued with their child(ren), they must do so in writing. The therapist will then inform the other parent and discontinue immediately. The presenting parent (who signs intake paperwork) assumes financial responsibility for all services rendered.

Assuming a parent has parental rights, if the non-custodial parent requests information regarding content in sessions with the child(ren), the therapist will provide a summary of treatment, including dates of sessions, and a general treatment plan.

Please provide information to allow us to contact the other parent. We will send them a letter informing them of services and giving them an opportunity to deny consent. If they do not reply, services will continue.

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Name: _____

Address: _____

Telephone: _____ Email: _____

Have you discussed this therapy with them? ____ No ____ Yes

Are there any concerns we should be made aware of? _____

_____

Legal Issues & Litigation

Iowa Family Counseling, LLC respectfully requests that if you have potential litigation pending (i.e. custody disputes, divorce litigation, etc.), that you do not include our therapists, unless arrangements have been made with the provider *prior* to initiating services. We cannot make recommendations about custody or visitation issues, and will provide referrals for a formal custody evaluation, mediator or guardian ad litem if that is what you are seeking. We do not provide therapy notes, testing data or testimony to the court as a part of litigation, and in the event that our staff and/or records get subpoenaed, you will be billed for the associated charges plus time for preparation (see fees outlined above). This is due to a potential dual relationship with providing records and/or testimony between your child(ren) and our providers, which can be damaging to your child(ren)'s therapy experience, due to violations of trust. Iowa Family Counseling reserves the right to terminate services at any time.

Grounds for Termination

Services are provided at our discretion, and we reserve the right to terminate services if you act inappropriately towards any staff. Other possible reasons for termination include consistent failure to attend scheduled appointments, late cancellations, non-payment for services, or if we feel you would be better matched with another local provider.

Therapist contact and availability

As it is difficult to conduct therapy outside of your counseling session, and your provider being in and out of other sessions throughout the days, it is generally recommended to wait until your scheduled session to speak with your provider. If you contact your therapist between sessions, communications via phone, text and email will generally be returned within 2 business days. Email is not intended for crisis situations. If you are experiencing a psychiatric emergency, we recommend you consider the following:

1. Suicide hotline/chat
    a. www.suicidepreventionlifeline.org to livechat
    b. 800-273-TALK (8255)
2. Contact a support person such as your emergency contact
3. If you are experiencing a life-threatening medical and/or psychiatric emergency or crisis, we recommend you call 911 or visit your nearest emergency room.

At times, your provider will use email to communicate with you regarding your appointment information, session information or answer your questions. We use all means to protect the security and confidentiality of any information

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sent and received, however, clients/guardians should understand that there are both known and unknown risks that may affect the privacy of PHI when using email to communicate; please use with discretion.

AUTHORIZATION TO PAY SUPPLIER & DISCLOSE MENTAL HEALTH INFORMATION TO INSURANCE CARRIER

_____I have **no insurance** coverage/I am not aware of any insurance coverage for services I am seeking. *If it turns out at a later date that I did have coverage, I waive any future right to be reimbursed by my insurance plan for services that have already been provided.*

_____I am currently covered by insurance, but I am choosing **not to use** this coverage for my/my child's treatment. In doing so, I understand that my provider will not bill insurance. *I understand that in doing so I waive any future right to be reimbursed by my insurance plan for services that have already been provided.*

_____I have been notified by my provider or health plan that therapy **will not be covered** by my plan because it is not a covered benefit under my benefit plan, does not meet the plan's medical necessity standards, or my benefits for these services have been exhausted or terminated.

_____While some of the treatment I desire is covered by my insurance plan, some is not, and I am willing to **pay for the non-covered** treatment (i.e.. extended sessions, phone or video sessions).

_____I have health insurance that covers mental health treatment that I **will be using**. I understand that I am responsible for paying any and all associated fees (copays, deductible, coinsurance, denied claims, etc).

I hereby authorize payment of Medical Benefits to Iowa Family Counseling, LLC for services rendered.

I further authorize Iowa Family Counseling, LLC to release mental health information, to the full extent specified under Iowa Code Chapter 228, or as subsequently amended, to my insurance company and to any organization contracting with this insurance company to

1.) Administer claims submitted or to be submitted for payment,

2.) Conduct a utilization and quality control review of mental health care services provided or proposed to be provided, or

3.) Conduct an audit of claims paid.

I hereby authorize Iowa Family Counseling, LLC to furnish my insurance carrier all information required for processing claims. Such information typically includes identifying information (client's name, date of birth, insured's name and address, etc.), diagnosis, progress and treatment plan.

I understand that I have the right to inspect any materials released to the insurance carrier. I also authorize my insurance carrier to release any pertinent information regarding coverage, deductible, payments made, or any other information requested to clarify claims to Iowa Family Counseling. I further authorize photocopies to be made of this release and for the insurance company to accept the photocopies.

I acknowledge that I may revoke this authorization at any time if I furnish written revocation to this provider. In the event I revoke this authorization, I agree to accept financial liability for mental health care services provided if my insurance

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company, its affiliates or subsidiaries deny claims for benefits, because of the inability to examine our mental health records.

_____

Client Signature Date

_____

Parent/Legal Guardian Signature (of minor) Date

By signing below, I acknowledge that I have fully read and understand the standards outlined in this informed consent, and was given the opportunity to ask questions and give my consent for treatment for myself or minor child, by provider(s) at Iowa Family Counseling.

I may receive a signed copy of this by asking my provider.

Client Name (Printed) Date of Birth

_____

Client Signature Date

_____

Parent/Legal Guardian Signature (of minor) Date