



INFORMED CONSENT AND SERVICE AGREEMENT

The following provides an overview of provider practices, expectations, and patient rights and responsibilities for entering into a professional counseling relationship at Southwest District Health (SWDH). This document is to assist you (also referred to as 'client') with making an informed decision about the therapeutic services (also referred to as 'counseling') being offered. This document is to be used in conjunction with the Notice of Privacy Practices and Patient Rights and Responsibilities.

Clinical Qualifications

Because each behavioral health provider will have education and experience that is unique to them, credentialing information will be provided at the time of initial assessment. All behavioral health providers at SWDH will have at a minimum, a master's degree from an accredited university in their respective profession, as well as appropriate and current licensing.

Consent for Treatment

I hereby request and give permission to SWDH, the Behavioral Health team to provide treatment for my behavioral health concerns. I consent to the clinician performing counseling services, including therapeutic interventions they may deem reasonably necessary or desirable in the exercise of their professional judgment, including those that may be unforeseen or not known at the time this consent is obtained. This clinician's therapeutic process consists of using a blend of a person-centered approach, solution focused, motivational interviewing, and cognitive behavioral styles.

Purpose

The purpose of counseling services is to help address identified problems by clarifying issues, exploring options, developing strategies and positive coping skills. The counselor/client partnership is collaborative in nature and is built upon mutual trust, care, and respect. This is important as the quality of the therapeutic relationship, or rapport, can greatly impact treatment outcomes.

Benefits and Risks

Benefits may include better understanding and management of emotional responses, improved communication and interpersonal skills, increased confidence, and stress management techniques. Risks may include experiencing discomfort such as sadness, guilt, anxiety, frustration, loneliness or helplessness as the helping process often requires discussion of unpleasant aspects of one's life. Processing these emotions as they emerge in counseling can be a source of therapeutic progress.

Alternative and Limitations

Alternatives to counseling can include medication management, yoga, acupuncture, and/or exercise. These alternatives may have varying levels of effectiveness for the identified problem(s). Each client presents with unique concerns and goals for counseling. While some individuals may benefit from a short-term (acute) approach, others may benefit from long-term, or ongoing support. The expected length of service will vary depending on specific need(s) identified.

Counseling requires active participation of the client, and to get the most out of treatment, a commitment to work toward goals and implement strategies outside of sessions is necessary. I understand developing a treatment plan with my provider and regularly reviewing my progress toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

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I understand if a concern is identified that is outside of the clinician's expertise, and the clinician is unable to meet my therapeutic needs, an appropriate referral will be made. I also understand that no guarantees or assurances can be made concerning the results or outcomes of any therapeutic services provided.

Privacy Practices and Information Sharing

SWDH privacy practices are provided during the intake process. These practices are also available on the SWDH website. I have been made aware of privacy practices at SWDH and have had the opportunity to discuss any questions or concerns with my provider. Should information consistent with authorized disclosures be requested, the least amount of information necessary will be released. Any disclosures that are made will be recorded and I can obtain a copy of this upon my request.

Confidentiality

The SWDH clinician is bound by their profession's Code of Ethics, Idaho licensing rules, and all applicable federal/state statutes. This includes maintaining confidentiality of information shared and discussed in session. There are some exceptions to this, and the clinician is mandated to break confidentiality in the following circumstances:

- If I indicate I am going to harm myself or someone else
- If abuse, neglect or abandonment of a minor is disclosed or suspected
- If abuse, neglect, or exploitation of a vulnerable adult is disclosed or suspected
- If a court ordered subpoena is received

I may authorize the sharing of records or other information with other individuals or agencies of my choice by completing a Release of Information (ROI). I may choose to revoke this permission at any time. A release of information may be requested by the clinician for outside agencies to collaborate and provide care best suited to my needs, such as my Primary Care Physician (PCP).

Occasionally, the clinician may seek consultation with other professionals for the purpose of supporting treatment needs, however no personally identifiable information will be shared without prior written consent.

If a client files a complaint or lawsuit against the clinician, confidential information may be requested by the courts or licensing board. In this case, information relevant to the complaint or lawsuit regarding the client will be disclosed.

Consent to Treat a Minor

SWDH will obtain assent (approval) in beginning counseling services with a minor. Per Idaho Code § 32-1015, parental consent is required for minors to access behavioral health services, with few exceptions. It also grants parental authority to request records, regardless of the age of the minor. The clinician will review the requirement for parental consent for treatment to both parties in recognition of the statute and any implications this may have to services provided.

Divorce and Joint Legal Custody

The same requirements for access to mental health services apply to child(ren) whose parents have joint legal custody or are in the process of divorce. In this instance, the parent or guardian who has legal custody must consent to counseling services. If both parents share custody, only one parent's approval is required to pursue counseling services.

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Financial Responsibility and Fees

I provide consent to SWDH with releasing medical information necessary for the purpose of treatment, healthcare operations, and to obtain payment from my insurance company for services provided to me. I understand my personal health information may need to be disclosed to providers, business associates, and third-party payers in determining benefits and billing for services. I agree to pay for services not covered by my insurance or covered services not paid in full. Upon request, I can receive information about SWDH's sliding fee program and recognize it is my responsibility to ask for help with paying any balance due if I am unable to.

Court Fees

The SWDH Clinical team will not be involved in any custodial disputes, including testifying in any custody matters. Clinicians do not offer custody evaluations, home study services or give legal opinions or recommendations regarding custodial issues.

In the unlikely event a SWBH Clinician is subpoenaed as a witness by a judge, fees are assigned to the requesting party and are non-refundable. Such fees are not billable to insurance and are due a minimum of one week before the scheduled court appearance, regardless of any last-minute cancellations. These fees are not subject to SDWH sliding fee schedule.

- Court appearances: \$1,250 for the first four hours, \$325 for each additional hour (including court appearances and wait time)
- Research and Case Preparation: \$100 per hour
- Communication via email or telephone for case preparation and follow-up: \$25 per fifteen minutes

Cancellation and No-Show Policy

Your time is important to SWDH, as is your health. Appointment times are protected times in which the clinician has made themselves available to provide therapeutic services. SWDH asks you to be mindful of this and attend appointments as they are scheduled but understand life happens. If you are unable to attend your scheduled appointment, please call ahead to reschedule as soon as possible. Scheduling is handled by the front desk staff and can be contacted at: (208) 455-5300.

- After the first missed appointment, or "no-call, no-show", you will receive a letter explaining our attendance policy.
- A second missed appointment will result in you being removed from on-going appointments and will limit you to scheduling one appointment at a time, dependent on provider availability.
- A third missed appointment will result in a discontinuation of services and appropriate referrals to outside agencies will be provided.

Late Appointments

If a client is more than 10 minutes late for an appointment, there is no guarantee they can still be seen. If this happens, the appointment may need to be rescheduled, depending on clinician availability. To ensure the treatment being provided is being effectively rendered, if a client is frequently late, resulting in cancelled appointments, the cancellation and no-show policy may be followed.

Planned and Unplanned Absences

If the clinician is out of the office due to unplanned illness or other business closures, clients will be notified as expeditiously as possible to reschedule. In the event of extended un/planned absences, clients will be referred to the Behavioral Health Program Manager, a Licensed Clinical Professional Counselor (LCPC) for ongoing care or referral of service to outside agencies, as appropriate.

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Crisis Information

Counseling services provided through SWDH are not emergency services and operate within standard business hours M-F 8am-5pm. Should an attempt to contact the clinician take place outside of regularly scheduled sessions, they will return your call within two business days, provided they are in the office.

If I need emergency support for behavioral health needs, I understand I need to seek out appropriate resources for help. These may include:

- Calling/texting 988 for the Suicide and Crisis Lifeline.
- Visiting the nearest crisis center or emergency room (locations below)

Crisis Centers

- Western Idaho Community Crisis Center 524 Cleveland Blvd Ste 160 Caldwell, ID 83605
- Western Idaho Youth Support Center 204 10th Ave South Nampa, ID 83651

Emergency Departments

- St. Luke's Emergency Services 9850 W St Lukes Dr Nampa, ID 83687
- Saint Alphonsus Emergency Department 4300 E Flamingo Ave Nampa, ID 83687
- West Valley Medical Center ER 1717 Arlington Ave Caldwell, ID 83605

Patient Rights and Responsibilities

Patient rights and responsibilities are included in the intake packet to begin services with SWDH. These practices are also available on the SWDH website. I have been made aware of these rights and responsibilities and have had the opportunity to discuss any questions or concerns with my provider.

Telehealth Services

SWDH provides telehealth counseling services to those who prefer virtual meetings and have continual access to technology capable of this service delivery. These platforms are consistent with Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and include measures to safeguard confidentiality. Benefits of telehealth services include increased access to care for individuals residing in rural areas and increased schedule flexibility. Risks may include possible breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. Limitations may include lack of access to appropriate technology or limited technical literacy. To facilitate telehealth, a separate consent must be signed.

Recording of Sessions and Third Parties

Privacy and confidentiality are an essential part of the therapeutic process and as such, both parties are expected to abide by these. Any video or audio recording of a session is prohibited without prior written consent from the client or the clinician. The clinician will obtain the client's written consent with any audio or video recording of sessions and a client is expected to

follow the same process for their request. The clinician will obtain verbal consent with a request to introduce a third-party (such as student interns) into the session. Any third-party request by the clinician will reinforce the parties' expectation of privacy and confidentiality. The clinician will obtain verbal consent with the use or introduction of audiovisual aids during a session.

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Letter Writing

The clinician is available to write accommodation letters for work or school. Letters must have an identified recipient to either the client themselves or to an identified person with an appropriate signed authorization. The clinician does not provide letters for emotional support animals (ESA).

Termination of Services

I have the right to refuse or withdraw consent from treatment at any time. I understand this may present unanticipated consequences or risks, and when informed about the desire to withdraw from treatment the clinician will review this with me to ensure understanding of any risks. I am under no obligation to continue services if I decide I no longer want them.

The clinician reserves the right to discontinue services if there is a lack of engagement due to multiple (3 or more) missed “no-show” or cancelled appointments, or if services are determined to be inappropriate. Should a conflict-of-interest be identified, the clinician will refer to outside providers.

The clinician will terminate services if they are injured, an attempt was made to injure, if they are threatened with harm, or harassed by the client. The clinician will also terminate services if an official complaint or lawsuit is filed against them. The clinician will communicate the reasoning for the discontinuation of services and an appropriate referral will be made.

Technology Practices

The SWDH clinician maintains clinical documentation through an electronic health record. Intake paperwork will be scanned into the client’s electronic file and paper copies will be securely disposed of. Safeguards with electronic record access are consistent with state and federal requirements and only authorized persons will have access to case files.

Records are kept in accordance with federal and state mandates and are retained for six years. In the event of a data breach, affected parties will be notified by mail or electronic means, should the client opt to receive communications in this format. Affected parties will be notified within sixty (60) days of the breach, in accordance with the HIPAA notification requirements.

The SWDH Clinician will refrain from conducting electronic searches of clients on all social media platforms, as such practices are not consistent with their role. Should a client locate the clinician on any social media platform, friend requests or requests to follow will not be accepted to maintain the professional nature of the relationship.

Access to Records

SWDH will maintain clinical records in accordance with HIPAA standards. HIPAA grants clients and parents/legal guardians the right to review, inspect, amend, and request a copy of their health information. You may receive a copy of your clinical records upon written request; however, the clinician may opt to deny or limit access to the clinical record as outlined in 45 CFR 164.524 and will communicate the reasoning of this determination. The client has a right to a review of this decision by a licensed health care professional who did not participate in the initial denial. Written notice of the final decision will be issued following this review.

Photo identification issued by state or federal government is required to release all requested records.

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Records of a Minor with Divorced Parents

If a parental unit is divorced or is in the process of finalizing a divorce, and one parent requests records, the parent initiating the request must sign a HIPAA complaint release form. Parental access will be denied if it is prohibited by a court order or if law enforcement requests this under specific circumstances.

Grievance Procedures

If I am dissatisfied with the counseling services provided, I am encouraged to speak about this with my provider. If I am not satisfied with this result, I can ask administrative staff for assistance.

I have the option to write a formal grievance by contacting the privacy officer within SWDH at: (208) 455-5300 or emailing: publichealthidaho@phd3.idaho.gov. I understand I have the right to make a complaint and will not experience retaliation for doing so. Please include in the grievance a statement of your problem, date(s) of occurrence, person(s) involved and any other details that may be pertinent to the problem. I understand that I may suggest potential resolutions.

Consent to Communication

I provide my consent and authorize SWDH staff and providers to contact me via the methods selected below to communicate information including appointments, billing, follow-up care, and other relevant health information:

Phone: _____ Yes, leave a voicemail Yes, to text messaging

Email: _____ I DO NOT consent to receive communications

Emergency Contact: (restricted contact only in the event of an emergency)

Name: _____ Phone: _____ Relationship to You: _____

Acknowledgements

I have been given access to and provided with a copy of the Southwest District Health’s Patient Rights and Responsibilities and Notice of Privacy Practices.

By signing this document, you acknowledge the information contained within the informed consent and service agreements and consent to treatment being provided by the SWDH Behavioral Health Team.

This consent will remain in effect for the duration of services provided.

Client Signature: _____ Date: _____

If applicable. Under penalty of perjury, you are authorized to initiate services on behalf of the minor identified.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name: _____ Relationship to Client: _____

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