



# Waters Gone By Counseling, LLC

Amy S. Orlovich, MA, LCPC

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## Informed Consent

### **WHAT TO EXPECT**

The focus of your first visit will be for me to get a general understanding of your current situation including; a detailed social, family, vocational and educational history. We will identify problematic symptoms, affect, cognitions and behaviors. We will explore what you hope to accomplish in therapy and begin to develop treatment goals, as well as prioritize those goals. The initial meeting is also an opportunity for us to make sure we are a good fit together and for you to ask any questions/concerns you may have about therapy. Because this is such a personal process, I may not be the best personality fit for you. If you feel like this is the case, you are always free to communicate this with me without fear of judgment and I can make an appropriate referral to another therapist in order to continue your therapy process.

Therapy sessions typically last 45-60 minutes, depending on what your insurance will allow and the type of therapy we are doing. If our work together will primarily be engaging in EMDR (Eye Movement Desensitization Reprocessing), those sessions generally need to last 60 minutes for client safety and comfort. If working with children, my sessions are usually around 45 minutes, depending on the developmental abilities/needs of the child.

Our therapy appointments are a commitment by both of us to work on your treatment goals. If you cancel an appointment, please provide notice at least 24 hours before the session, or you will be charged a \$45 no-show/late cancellation fee for the time you reserved for the appointment. Insurance does not cover charges for no-shows/late cancellations. You will be personally responsible for any such charges as well as arrange how to pay for them before any visits following the cancellation.

Please be assured that if I am late I will make sure you receive the full 45-60 minutes we agreed to. If you arrive 15 minutes or later to an appointment, I will ask you to reschedule it for a later date, as I likely will have an appointment after yours and want to make sure you get your full allotted time. Please note that on such occasions, you will be responsible for the late cancellation/no show fee. I request that you not bring children with you to your appointments if they require supervision. This will assure that you are able to focus on yourself and your treatment goals during our therapy hour.

### **BENEFITS AND CHALLENGES OF COUNSELING**

Counseling has been shown to have many benefits: however, there are no guaranteed results. At times you may experience strong emotions. I will always strive to create the safest environment possible for you to feel free in expressing difficult emotions. There may be times in which you leave the session feeling unhappy or distressed. I will also provide you tools to manage those feelings more effectively. Sometimes in the beginning of treatment a client's problems may temporarily worsen. Please note that this is often to be expected and research shows that a client's relationships and coping skills improve greatly by the opportunity to talk things out fully.

### **THERAPIST'S ROLE**

I am a graduate of Liberty University with a Master's of Arts in Professional Counseling (MA) and a Licensed Clinical Professional Counselor (LCPC) in the State of Idaho. I am a member of the American Counseling Association (ACA), the American Christian Counseling Association (ACCA), the Idaho Mental Health Counselors Association (IMHCA), and EMDRIA. She is trained and certified in EMDR.

My role is to:

- Provide a neutral, supportive, safe and confidential environment in which you can explore the areas of your life that are of concern.
- Assist you with the process of making life decisions by exploring different options and empowering you to feel confident in your decision making.
- Support you in reaching autonomy, where you are more effective in handling difficult areas in your life.

### **CLIENT'S RIGHTS AND RESPONSIBILITIES**

- You are responsible to actively participate by working on, and thinking about the things you talk about with me.
- You may leave the premises at any time. You will not be detained against your wishes, unless you are in imminent danger to yourself or others.
- You may refuse any service or counseling technique that you do not want to participate in.
- You have the rights to discontinue services at any time. If termination is done against my recommendation, I will document this in your medical records.

- You can expect to receive treatment that is beneficial to you and respects your values and is free from any form of abuse or discrimination
- You may report immoral or unethical activities to the Idaho Bureau of Occupational Licenses.
- You have the right to receive written information about fees, methods of payment, my qualifications and licensure level, insurance coverage, possible length of services, emergency procedures and cancellation policies.
- You have the right to ask questions at any time about what occurs during counseling and be provided satisfactory answers.
- At least one parent/guardian must be involved in the counseling of any minor child.

I am required to adhere to the professional code of ethics adopted by the Idaho Counselor Licensing Board. It is illegal for there to be any type of sexual relationship or behavior between therapist and client in the State of Idaho. If you have reason to believe that I have acted in an unethical manner, you have the right to file a complaint in writing to the Idaho Bureau of Occupational Licenses located at 1109 Main Street, Suite 220, Boise, ID 83702, or by phone at 208-334-3233.

### **FEES, PAYMENTS AND BILLING**

If you are using your insurance benefits, please note that each insurance company has an allowable amount for therapy that is specific to your plan and your carrier; the amount that is allowed within those limits will be billed. This amount may be more or less than the therapy fees listed above. Take the time to inform yourself of what service your insurance provides. Please note that in the event your insurance provider doesn't pay for services, you are responsible for all fees. Some insurance plans will only cover 45 minute sessions and others may allow 60 minute sessions, but may increase the co-pay or fee you pay to me for these sessions. I will attempt to provide you with accurate co-pay/fee information, but it is ultimately your responsibility to make yourself aware of these fees. Below are some questions that are helpful to ask your insurance when gathering information about your mental health insurance benefits:

- Do I have mental health insurance benefits?
- Do I have mental health insurance benefits?
- How many sessions per year does my insurance cover?
- What is the coverage amount per therapy session?
- Is approval or documentation required from my primary care physician?

Many insurance plans are managed care plans. Under these plans, the insurance company periodically requires me to submit your diagnosis, progress, and treatment plan to their reviewer, who then determines if further treatment is medically necessary. We want you to know that if you have a managed care plan, this information will be released to the reviewers. Sometimes, clients are concerned about releasing this information, as future coverage or insurance costs may be affected. If you don't want me to release this information, you can choose not to use your insurance coverage and pay for services yourself at the time of each visit.

## **CONFIDENTIALITY**

It is my ethical and professional obligation to keep any and all information you share with me confidential. It is your legal right that our session and my records about you are kept private. Due to this, I will ask you to sign a release of information if you wish to have anyone involved in your treatment.

In the following rare circumstances confidentiality is **not** protected. If such a circumstance arises, I will make every attempt to communicate with you regarding the situation.

- **Child Abuse:** If I know or suspect that a child under the age of 18 or a mentally retarded, developmentally disabled, or a physically impaired person under the age of 21 has suffered or faces a threat of suffering any physical or mental injury that reasonable indicates abuse or neglect, I am required by law to report that knowledge or suspicion to the Idaho Department of Health and Welfare.
- **Elder Abuse:** If I know or suspect that an elder is being or is at risk of being abused, neglected or exploited I am required by law to report that knowledge or suspicion to the Idaho Department of Health and Welfare and Adult Protective Services.
- **Judicial or Administrative Proceedings:** If you are a defendant in a criminal proceeding and I am subpoenaed to provide records, I am required to provide it. Or, if I am a defendant in a civil, criminal or disciplinary action arising from therapy.
- **Serious Threat to Health or Safety:** If you are a danger to yourself or others I am required by law to report it to law enforcement or the appropriate protective agency.
- **Government Agency:** If a government agency such as Medicaid is requesting the information for health oversight activities.
- **Consult:** When I deem necessary to consult with a supervisory or clinical team regarding treatment (without utilizing any protected health information about you and only engaging in consultation with other professionals who also must maintain confidentiality).

## **CLIENT RECORDS**

I will maintain a secure and confidential Electronic Health Record for you containing your insurance or billing information, intake paperwork, releases of information and a medical progress note of each session. You may examine and/or receive a copy of your file by providing me with a signed and dated request. If anyone else is involved in your treatment, such as a spouse or family member, I will not release information to other parties without written permission of all individuals involved in the therapy session, except when I must do so regarding the limits of confidentiality outlined above. If you request that your records be released to another professional, your requests will be fulfilled within 30 days of your written request. A fee may apply depending on the size of the records and time required to send them.

## **CONSULTATION**

Depending on your individual needs I may suggest you seek additional consultation in the form of psychological testing, a medical examination, medication management, nutritional counseling, or group counseling. If I make such a recommendation, I will assist you in weighing the pros and cons of seeking such services. I will coordinate my services with other providers with your informed consent.

## **COURT APPEARANCES**

It is my policy to refuse all requests to appear in court for any client or their family member. This is due to my commitment for keeping all information shared in session confidential. In the case that I am subpoenaed to testify in court, an hourly fee of \$200 will be charged for any related expenses. You will be responsible to pay me before the court appearance.

## **CUSTODY ASSESSMENTS AND EVALUATIONS**

I do not do custody assessments or evaluations as that is not my training. If you are needing a custody assessment or evaluation for court or for legal reasons, please seek someone who specializes in that. If I am seeing your child as a client, I am there to support your child as their counselor and not as a legal advisor or to support either parent with custody issues.

## **MINORS AS CLIENTS**

If I am seeing a client under the age of 18 whose parents are both legal guardians but are separated or divorced, I will require both parties to sign HIPAA and informed consent paperwork. If you are the temporary legal guardian of a minor I will require guardianship paperwork. In the state of Idaho, children 14 and over are granted legal rights to confidentiality; however, parents and guardians have the right to general information such as how the therapy process is going and more when authorized by the client. In order to develop a therapeutic relationship and progress in treatment, it is very important that an adolescent or teen feels safe and that their confidentiality is respected. However, if your child discloses to me that they are currently engaging in or plan to engage in high risk or harmful behaviors, I will communicate this with you for their health and safety. In such a circumstance I will communicate with your child that I will be talking with you and invite them to participate in this conversation. It is my policy that a responsible adult MUST be present in the waiting room while the child is in session. If a teenage client drives themselves to therapy, please note that you MUST be available by phone should I need to contact you. Parents are always invited to join us in session, call or email me to touch base regarding your child's treatment.

**IN THE CASE OF AN EMERGENCY**

Please note that Waters Gone By, LLC/Amy S. Orlovich, LCPC does not have a crisis phone number for after hours and weekends. If you receive voicemail and would like to schedule an appointment, cancel an appointment or need any other information that is not urgent, please leave a message and I will contact you on the next open business day. If you call during business hours I may be in session and will return your call at the close of business that day or during a break between sessions. In a crisis, if I cannot be reached and you are in imminent danger, *call 911 or go immediately to your local emergency room.*

**OUR AGREEMENT**

If you have any questions about these forms, please feel free to ask. I am happy to provide you with a copy of this packet at your request.

**CONSENT FOR TREATMENT (FOR MINORS)**

I, the undersigned, do hereby give my consent for Waters Gone By, LLC/Amy S. Orlovich, LCPC

to provide treatment to \_\_\_\_\_ as considered necessary in diagnosing or treating his/her mental condition.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent/Guardian Signature Today's Date

**INFORMED CONSENT**

I have read, understand, and reviewed this informed consent. I understand and agree to all of the terms as they are written including client rights and responsibilities, fees, payments and billing, confidentiality, client records, court appearances, minors as clients and in the case of an emergency.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Client/Parent/Guardian Signature Today's Date

**HIPAA AND YOUR PROTECTED HEALTH INFORMATION**

I have been offered a copy of the Notice of Privacy Practices:

\_\_\_\_\_  
Printed Name of Client

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Client/Parent/Guardian Signature Today's Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Amy S. Orlovich, MA, LCPS Today's Date  
Licensed Clinical Professional Counselor

