

TINA MARTINDALE
Licensed Clinical Social Worker

Office Policies, Informed Consent, and Client Agreement

Please keep a copy of this for your records.

A significant component of a positive therapeutic experience depends upon "informed consent," which means you understand how we operate, what you can expect from us, and what we expect from you. Please read carefully the following information and indicate your reading and agreement with each item by initialing the space next to each item. If you have any questions, please feel free to ask for more information. All adults present must initial and sign this form in order to be seen. We are not able to see adults who refuse to sign this consent.

_____ 1. I am a Licensed *Clinical* Social Worker (LCSW-40891). I have a Bachelor of Arts Degree from Liberty University (2012), and a Masters in Social Work (MSW) from Northwest Nazarene University (2015). I am trauma certified in the state of Idaho and am well trained in EMDR (Eye Movement Desensitization and Reprocessing) therapy for trauma and other challenging personal issues. I am a Certified Sexual Addiction Therapist (CSAT) and trained as a Certified Drug and Alcohol Counselor (CADC). I am currently working toward becoming a Certified Partner Trauma Therapist (CPTT).

_____ 2. The psychotherapy provided by myself and SAFEHAVEN is professionally based and adheres to the Christian values and ethics related to compassion, acceptance, potential for change, and personal responsibility. You are never required to adhere to any religious beliefs in order to be seen. The level of spirituality/religion communicated during our sessions is determined by you. My aim is to meet you where you are at without imposing any particular value system on you. If you want prayer as part of your sessions, you are requested to discuss the matter with me.

_____ 3. Psychotherapy carries the potential for great personal growth, and part of that process may be painful, which is normal and healthy. Should your pain leave you unable to function, and/or wanting to hurt yourself or others, it is important to let me know. As in any clinical profession, there cannot be any guarantee of specific results; you are largely responsible for the outcome. I encourage you to collaborate actively with me and communicate with me about your needs, desires, and concerns as we progress in treatment. I am required by the ethical code of my profession to notify you that social and/or sexual relationships between us are never appropriate.

_____ 4. Scheduled appointments are required for a therapy session. Your appointment time has been set aside exclusively for you and cancellations within a twenty-four hour notice or "no shows" will be billed at your session rate for the time reserved for you. This fee would be required to be paid prior to your next session. If you are late for an appointment, I may see you for the remaining time available and bill you for the full session. If you are more than 15 minutes late and did not notify the office ahead of time, I do not guarantee I will be available to see you. Of course, I understand there are times when illness or emergencies arise, and I am able to exercise discretion in terms of you being charged under those circumstances.

_____ 5. All information, including protected health information and the clinical record, is confidential. Information concerning your treatment can be released only with your written permission. However, I must release confidential information regardless of your permission when there are concerns surrounding child or vulnerable adult abuse or neglect, or if I believe you are a danger to yourself or others. For a more detailed description and explanation, please read *The Joint Notice of Privacy Practices (HIPPA)*.

_____ 6. Related to confidentiality, you are prohibited from revealing to others information you may have obtained while at SAFEHAVEN without the written consent of the people involved. For example, if you see a particular person receiving services at SAFEHAVEN, you cannot tell other people about it without the particular person's written consent. Naturally, this does not apply to your own therapeutic involvement with SAFEHAVEN. I may engage in peer consultation with colleagues directly associated with SAFEHAVEN as well as those outside of SAFEHAVEN unless you tell me, in writing, not to do so. I do not disclose personally identifiable information when in consultation with a professional outside of SAFEHAVEN. If you prohibit my sharing with my colleagues, I may not be in a position to provide effective services and a referral may be warranted, but please allow us the opportunity to discuss the matter with you.

_____ 7. Emergency and after hours phone consults (This service is for established clients only, not prospective clients.) SAFEHAVEN adopts the following National Committee for Quality Assurance appointment access standards during **regular office hours (Monday – Thursday 9:00am – 5:00pm, Fridays 10:00 am – 2:00 pm)**.

<u>Event</u>	<u>Timeframe</u>
Office wait time	15 minutes or less
Routine visit	Within 10 business days
Urgent	As soon as possible but not to exceed 48 hours
Non-Life-Threatening Emergency	As soon as possible but not to exceed 6 hours
Life-Threatening Emergency	Seen immediately
Discharge from Inpatient Level of Care	Within 7 business days

If there are after-hours, **non-life-threatening** emergencies, established clients may call (208)-866-7059, I will return any missed calls as soon as possible. The clinician will return your call as soon as possible. There is a charge for calling the on-call phone number, even if you use it during regular business hours. It is billed in 15 minute increments at \$120/hour and carries with it a minimum \$35 charge. Be aware that phone consults are not reimbursable by your insurance carrier.

Messages left on the office answering machine outside of regular business hours will be returned on the next business day.

If you experience a **life-threatening** emergency outside of regular office hours, please call 911 or go to the nearest hospital emergency room.

If you are not a client, please call our office during regular business hours.

_____ 8. Email communication is not considered secure for transmission of protected health information. If there is information shared through this process, it should contain minimal identifying information and limited clinical detail. Emails will become a part of the client record. Communication regarding appointment times is best conducted through telephone contact. Social media (Facebook, Twitter, etc.) will not be used for client contact.

_____ 9. I am a trained therapist and psychotherapy services are what I provide. If your case involves the legal system, or if you believe your case will involve the legal system, my ability to treat you effectively becomes impaired because what you tell me may end up being used against you in a court of law (criminal or civil) by another party. As a result, rather than having the freedom to be open and honest, you will have to guard what you are saying. This undermines the trust and openness required for positive results and it would be best to find another provider.

_____ 10. You agree to indemnify, hold harmless, and release without limitation myself, SAFEHAVEN and all other personnel, including all other employees and private independent subcontractors, partners, members, affiliates or agents from any and all liabilities and costs relating to services received by client under this Agreement, or otherwise rendered by myself, except to the extent finally determined to have resulted solely from gross negligence or intentional misconduct of myself. In no way shall SAFEHAVEN and all other personnel, including all other employees and private independent subcontractors, partners, members, affiliates or agents be liable for consequential, special, indirect, incidental, punitive or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence) or otherwise. In the event a court or other adjudicatory body enters a judgment or decree against me, damages awarded shall be limited to an amount equal to a refund of the fees paid by the client to me during the preceding 60 days leading up to client's claim against me.

_____ 11. All services provided are based on a 45-50 minute session, also called a therapeutic hour. Fees for longer sessions are prorated, as are fees for report and letter writing, review of materials, or special phone calls. SAFEHAVEN expects you to pay at the time of service your predetermined fees as set by the business office. Fees also will be assessed for any recommended psychological testing or inventories.

_____ 12. I only work with a limited number of insurance companies and selected Employee Assistance Program (EAP) work. For clients wishing to use an insurance policy, provided that I am a covered provider, it is important to note that neither I, SAFEHAVEN, nor its billing agent warrants insurance coverage for your visits. SAFEHAVEN has taken good faith steps to gather information pertaining to your policy as a courtesy to you. It is your responsibility to ensure all relevant insurance policy information is provided prior to your sessions. Any information gathered and relayed to you by SAFEHAVEN is descriptive of the information gathered and is not a guarantee of coverage. SAFEHAVEN does not warrant insurance coverage; you remain financially responsible for all charges for services whether or not they are covered by your insurance carrier, including but not limited to services which may be deemed by your insurance carrier as medically unnecessary, outstanding balances, and for any unresolved billing issues and disputes with your insurance or employee assistance program carrier(s). SAFEHAVEN is not a participating Medicare or Medicaid provider, and SAFEHAVEN does not submit billing information to them. Should your account become delinquent after 60 days, a collections procedure may be utilized and all charges sent to the collection agency would reflect the full rate for any services provided. Returned checks carry a \$10-20 processing fee.

_____ 13. All insurance and patient billing services are handled by Signature Billing Services and billing questions should be directed to their office at (208) 259-9757.

_____ 14. In the event the client is a minor child, you agree to accept total financial responsibility for all services rendered, maintaining your right to collect balances from other legally mandated parties, and you accept the responsibility to keep all other legally entitled parties informed of the child's involvement in treatment and ongoing progress. You understand that I have the right to disclose information concerning the child to both parents unless you provide legal documentation preventing me from sharing information with the other. You understand that if I see your child on an individual basis, I retain the option to not disclose information to parents except when legal mandate requires it.

_____ 15a. All client records are kept for a period of seven (7) years, or if the client is a minor, for seven (7) years after their eighteenth (18) birthday. Records for the current year and the two (2) prior years are kept at SAFEHAVEN. All files older than that are sent to Idaho Records Management (IRM) for storage. There is a fee of \$65.00 to request a copy of any records. All requests need to be in writing and an "Authorization for the Release of Client Records" form must be filled out and signed when picking up the records.

_____ 15b. Client records are maintained by SAFEHAVEN but are my property. In the event that I no longer provide therapeutic services at SAFEHAVEN for any reason, other than retirement or death, all my client files will be in my possession and my responsibility. If you need to request records, you will need to contact me directly.

_____ 15c. In the event that I no longer provide therapeutic services at SAFEHAVEN due to retirement, records will either be retained by SAFEHAVEN or will be in my possession. In the event of my death, records will be retained by SAFEHAVEN. Any records that are in SAFEHAVEN'S possession will require a \$65.00 fee as mentioned above in paragraph 15a.

I have read and agreed to abide by the SAFEHAVEN Office Policy. I hereby authorize the SAFEHAVEN and Tina Martindale to provide services to me/us and to bill my insurance company, if applicable. I also authorize the SAFEHAVEN to release any clinical information (psychotherapy notes excluded) requested by my insurance carrier to the insurance carrier. This authorization constitutes informed consent without exception and I have received a copy of this agreement. Refusal to complete and/or sign this agreement constitutes a refusal of services.

Print Name

Signature

Date

Print Name

Signature

Date