

INFORMED CONSENT

Agreement for Mental Health Therapy Services Conducted by Crystal Hemesath, LMFT, LMHC
6600 Westown Parkway, Suite 240, West Des Moines, IA 50266

Welcome! Thank you for choosing to enter treatment! This is an opportunity to acquaint you with information relevant to treatment, confidentiality, and office policies.

THERAPEUTIC PROCESS

What's the purpose of therapy? The purpose of therapy is to have a “safe” place to discuss your inner most thoughts and feelings and to find resolutions to your problems.

*Please refer to my website at www.crystalhemesath.com for more information regarding the therapeutic process, your role, your therapists role, what to expect, etc.

WHO I TREAT

I treat couples, families, and individuals (adolescents and adults) for a wide variety of presenting concerns. I no longer treat substance abuse as a primary concern, either in-office or online. However, I can make a referral in those instances. Additionally, there are some therapeutic issues that may be best addressed through other means than online therapy. If this is the case, together we can discuss more appropriate treatment options.

SESSIONS

Session format and time will vary, depending on your mode of participation (online therapy vs. traditional in-office therapy.) The online therapy I offer at this time in the form of non-scheduled emails, referred to as “e-therapy”. I provide e-therapy regularly Monday-Friday including most weekends. I will make every attempt to respond to emails within 24 hours and at most 48 hours. Please keep in mind, online therapy is not appropriate for emergency situations. In-office sessions are usually scheduled for 50-minute hours. I offer daytime and select evening appointments. Office hours/days may vary slightly, however I generally see clients in the office Monday-Thursday. Clients are generally seen in the office weekly, or more/less frequently as acuity dictates. I do respond to e-mails from my “in-office” clients on an as-needed basis, free of charge. However, I appreciate your therapeutic emails to a minimum between sessions.

TERMINATION

As part of the initial intake process and during the first few sessions or interactions, I will assess if my services might benefit you. If you have requested online therapy, my assessment will include your suitability for therapy delivered via technology. I continue therapeutic relationships only so long as it is reasonably clear that clients are benefiting from the relationship. If at any point, I assess that I am not effective in helping you reach your therapeutic goals, I will discuss this with you. In such a situation where termination is

indicated, I will give you referrals that you may contact as an alternative. At your request, and with a release of information I will talk to the clinician of your choice as a way to ease the transition. Please be aware that you may discontinue treatment at any time.

DUAL RELATIONSHIPS

Mental health therapists (psychotherapists) often have an influential position with respect to clients, and should avoid exploiting the trust and dependency of such persons. I will, therefore, make every effort to avoid conditions and multiple (dual) relationships with clients that could impair professional judgment or increase the risk of exploitation. Such relationships include, but are not limited to, business or close personal relationships with a client. When the risk of impairment or exploitation exists due to conditions or multiple roles, I will take appropriate precaution. Not all dual relationships can be avoided. Sexual intimacy between therapist and client is prohibited. As discussed in the confidentiality portion of this Informed Consent, I will not acknowledge our therapeutic relationship without your written consent. In some instances, even with your permission or with your request, I will preserve the integrity of our relationship. Due to the importance of your confidentiality and the importance of minimizing dual relationships, I will not accept invitations via social networking sites.

CONTACTING ME AND EMERGENCY PROCEDURES

I will not answer my telephone when I am with a client. When I am unavailable, my telephone is answered by voicemail (that I monitor frequently). I will make every attempt to return your call the same day with the exception of holidays and weekends. Secure e-mail is also a good way to contact me. I will check my e-mail at least once daily. I prefer not to provide therapy via e-mail, unless we are utilizing the e-therapy option. For my in-office clients, please try to save your more in-depth therapy questions for our face-to-face sessions, however, I am happy to respond to e-mails regarding appointments, insurance, or other “house keeping” related business. In the event of an emergency, and you are unable to reach me, you may call your primary care physician, the police, dial 911, or seek help at your local emergency room. Additionally, you may call the emergency National Suicide Hotline at 800.784.2433 or Befriender’s International at <http://www.befrienders.org/>, which offers crisis and suicide prevention resources around the world. Online therapy is not appropriate for suicidal or homicidal persons. In such a case, you need to get immediate help in your local community by calling your primary care physician, the police, dial 911 or go to the nearest emergency room.

CONFIDENTIALITY AND PRIVACY

Issues discussed in therapy are important and are generally legally protected as both confidential and “privileged”. However, there are limits to the privilege of confidentiality. Some of these situations include: 1.) Suspected abuse or neglect of a child, elderly person or a disabled person, 2.) When your therapist believes you are in danger of harming yourself or you are unable to care for yourself, 3.) If you report that you intend to physically injure someone the law requires your therapist to inform that person as well as the legal authorities, 4.) If your therapist is ordered by a court to release information as part of a legal involvement, 5.) When your insurance company is involved, e.g. in filing a claim, etc., 6.) In

natural disasters whereby protected records may become exposed or 7.) When otherwise required by law. 8.) I may also staff your case periodically with other mental health professionals as a way to maintain best practice standards. Please refer to the Notice of Privacy Practices (HIPAA) for more complete information on confidentiality. You may be asked to sign a Release of Information so that I may speak with insurance companies, family members, school officials, health professionals or others who may be of help.

Confidentiality of E-mail, Chat, Cell Phone and Fax Therapeutic email will delivered via secure and encrypted HushMail, which you will need to agree to utilize between you and I. Please go to my website to learn how to set up your easy and free HushMail account. If you choose to email me from your personal email account, or to my unsecured business account at crystal@crystalhemesath.com, please limit the contents to housekeeping issues such as insurance questions, or change in contact information. I will not respond to therapeutic emails delivered unsecured, but will notify you that you need to change to a secure form of delivery. In regards to phone calls, conversations are only confidential if we are both on a landline. Faxes sent to me can be considered secure. Additionally, f we are working together through technology, I recommend that you consider who has access to your computer to ensure confidentiality. This would include friends, co-workers or family. Be sure to fully exit all therapeutic online transactions and emails.

Minors In order to provide therapeutic services to anyone under the age of 18, I ask that there is parental consent. That does not mean that I will tell your parents details about our dialog. If you are under 18 years of age, the law provides your parents with the right to examine your treatment records. There are a few exceptions, one of them being Substance Abuse information, which is highly protected by law. I will need a written release for Substance Abuse information to be disclosed. I may ask that you sign a release to your parents, but I prefer that parents not utilize the right to access to your records. I will provide limited and general information about you and your treatment progress to your parents, within the parameters allowed by law. Please keep in mind that it is necessary for me to share information with your parents if I feel you are in danger of seriously harming yourself or someone else.

Record Keeping A clinical chart is maintained describing your condition and your treatment and progress in treatment, dates of and fees for sessions or emails, and notes describing each therapy session or online interaction. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section above or in the Notice of Privacy Practices. Records are locked and secured. Please note that by geographic law, I, as your therapist is the owner of the record including all transcripts, notes and emails. Sharing/posting direct or verbatim information from therapeutic sessions or emails is prohibited.

PROFESSIONAL FEES

Current rates for services are posted on my website.

Other services you may request will be billed on a prorated basis. Examples of these additional services include report or letter writing, meeting attendance, etc. If you request or

if I am required to be present at court hearings or other litigation I charge \$125 per hour for attendance. There will be no cost for travel time in Des Moines, however I will charge a fee for travel outside of Des Moines. Please keep in mind that these fees will be billed to you and will not be covered by insurance.

PAYMENTS

In-Office Sessions All payment or co-payment is due at the time of the session unless other arrangements have been made. Private pay, insurance, or employee assistance programs are common payment options. I will file your insurance claim, but you are responsible for contacting your insurance company for pre-authorization prior to your first session. Further, you are responsible for deductibles, co-insurance, and co-payments and to familiarize yourself with your insurance benefits. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided and the amount due. (If such legal action is necessary, its costs will be included in the claim.)

Online Therapeutic Exchanges Payments via credit or debit card can be processed through PayPal and are due prior to beginning treatment. At this time, many insurance companies do not cover online therapy, however some do. Please contact your insurance company for information regarding your policy.

MEDIATION & ARBITRATION

In the event a dispute shall arise between the parties to this agreement, the parties agree to first participate in mediation, before, and as a pre-condition of, the initiation or arbitration. The mediator shall be a neutral third party chosen by agreement of Crystal Hemesath, LMFT, LMHC and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association that are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In case of arbitration, the arbitrator will determine that sum.

CANCELLATIONS AND MISSED APPOINTMENTS

Feel free to re-schedule or cancel an appointment if needed, however please make every effort to do so prior to 24-hours before your scheduled appointment. You may leave messages 24 hours per day.

Please Note: If you are unable to keep your scheduled appointment and fail to contact me to re-schedule or cancel within 24 hours you will be billed \$25.00 for a missed session (unless we both agree that you were unable to attend due to circumstances beyond your control).

THERAPUTIC OUTCOMES

If you choose to participate in online therapy, you as the client understand that online therapy is different than traditional face-to-face therapy. Body language and non-verbal cues in traditional therapy may be lost in some technological forms of therapy. Further, despite reasonable efforts by both the therapist and client, information could be accessed by unauthorized persons. Another drawback might be potential glitches in technology. Finally, insurance companies reimburse more often for face-to-face therapy than online therapy. In the case of either online clients or face-to-face clients, you understand that there are potential risks associated with any form of psychotherapy, and that despite my efforts and the efforts of my therapist, my condition may not improve and in some cases may get worse. You also understand that you may benefit from online therapy or face-to-face therapy, but that results cannot be guaranteed.

Signature Page

Your signature below indicates that you have read and understand the Informed Consent and the HIPAA Notice of Privacy Practices.

Signature

Date

Printed Name

*If you will be seeing me for e-counseling only, please fax or mail this form with your signature and printed name. FAX: 515.401.1086, MAIL: Crystal Hemesath, LMFT, LMHC, 6600 Westown Parkway, Suite 240, West Des Moines, IA 50266. I am happy to answer any questions you may have regarding this information. PHONE: 515.556.3668.