



Welcome to our practice. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them at our next meeting. Once you sign this, it will constitute a binding agreement between us.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular problems that affect the client's life. There are a number of different approaches that can be utilized to manage problems that you hope to address. It is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will need to work both during our sessions and at home.

We see patients/clients as individuals, couples, and as families. Our therapeutic orientation is primarily Narrative, which means that, I see the problem as the problem, not the person as the problem. Therapy is conducted through the use of identifying how problems might be affecting ones life, and identifying ways that have been helpful to eliminate the problem's affects on that persons life. This perspective tends to be very empowering to the people that I work with. Those people whom I consult with about their lives, are viewed as experts on not only their lives, but how the problems have worked in their lives, and even how they are going to eliminate its affects on their lives.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, anxiety, anger, and frustration, loneliness and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, and better relationships and resolutions of specific problems. But there are no guarantees about what will happen.

By the end of the evaluation, which may include a diagnostic assessment, if your health insurance requires it, we will be able to offer to you some initial impressions of what our work will include and an initial treatment plan. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you to secure an appropriate consultation with another mental health professional.

MEETINGS

Our normal practice is to conduct an initial interview, which may result in a diagnostic assessment, again based upon insurance needs, which may last 1-3 sessions. During this time, we can both decide whether we are the best person to provide the services that you need in order to meet your treatment objectives. If psychotherapy is initiated, we will usually schedule one forty-five minute (one appointment hour of forty-five minute duration) at a mutually agreed upon time and frequency. If a client is late, the session is shortened accordingly; if the therapist is late the client will receive the full forty-five minutes or will be charged a prorated fee.

MISSED APPOINTMENTS

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation. (For Monday appointments, cancellation should be by noon Friday). Our fee for a cancellation or missed appointment is \$50 or missed appointment without a call is \$75 (east subject to your therapist), which must be paid before another session will be scheduled. If you miss three appointments without twenty-four hour notice, we will have to discuss referrals to appropriate resources for you to use.

PROFESSIONAL FEES

Our fee for the initial diagnostic assessment is \$240.00. Our hourly fee for individual, couples, and family therapy is \$160.00. This fee includes the Minnesota Care Program health provider 2% tax. In addition to appointments, it is our practice to charge the therapy rate on a prorated basis for other professional services you may require such as report writing, telephone conversations which last longer than 10 minutes, preparation of records or treatment summaries or the time required to perform any other service which you may request of me. In unusual circumstances, you may become involved in a litigation, which may require our participation. You will be expected to pay for the professional time required even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, TC/GTC charges \$250.00 per hour for preparation and attendance at any legal proceeding.

Therapeace Counseling, LLC/GENUINE THERAPY CENTER, LLC does NOT provide disability determination, custody studies, or handle court issues.

TC/GTC providers do not perform court evaluations nor do they appear in court on behalf of individuals, children or adults. TC/GTC services are designed to assist in alleviating problems through individual or relational psychotherapy. TC/GTC providers are not trained for, nor do they maintain records with the intended purpose of court involvement.

In addition, the legal process is such that we may be compelled to reveal information about you that could affect you negatively or undermine your relationship with your therapist. Because the client-therapist relationship is built on trust with the foundation of that trust being confidentiality, it is often damaging to the therapeutic relationship for the therapist to be asked to present records to the court, testify whether factual or in an expert nature, in court or deposition.

If you wish forms for determination of mental illness, disability, court involvement with custody or assessments to be completed, we would be happy to refer you to practitioners in the area who offer this service.

Should we be called to court by a judge court order, or our records court ordered or subpoenaed, we will charge the full amount applicable under law for our services. Copies of records are available for a \$16.03 processing fee, plus \$1.22 per page for copying.

In the event that it is necessary, by court order or by subpoena, for the therapist to testify before any court, arbitrator, or other hearing officer to testify at a deposition, whether the testimony is factual or expert, or to present any or all records pertaining to the counseling relationship to a court official, the client agrees to pay the therapist for his or her services, (including but not limited to: travel, necessary expenditures (copies, parking, meals, and the like), time spent speaking with attorneys, reviewing records and preparation of reports) @ the rate of \$250.00 per hour, rounded to the nearest half hour.

The client further agrees to pay a retainer fee of \$2,000.00 two weeks prior to the appearance, presentation of records, or testimony requested. Checks will not be considered an acceptable form of payment for these services.

PHONE CONSULTATION

At Therapeace Counseling, LLC/Genuine Therapy Center, LLC, our telephone conversations with clients are generally limited to discussions of punctuality and attendance, scheduling issues, and questions of clarifications regarding Treatment Plan assignments. In the event a special need arises, to achieve the best outcome your therapist will require you to schedule a face-to-face appointment. In the event your counselor believes you are abusing your telephone privilege, Therapeace Counseling, LLC/Genuine Therapy Center, LLC reserves the right to bill you for telephone calls.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or you have insurance coverage, which requires another arrangement. For example, if you have insurance with a co-payment, then please pay the co-payment at the time the session is held and your insurance company will be billed for its share of the fees. If you have an insurance that reimburses via check to you, full payment is due prior to services rendered. Payment schedules for other professional services will be agreed to at the time these services are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan.

DISCLOSURE OF THIS MATERIAL IS PROHIBITED BY FEDERAL LAW: This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse/dependency patient/client.

Client's Initials _____

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, TC/GTC has the option of using legal means to secure payment, including collections agencies or small claims court. In most cases, the only information that I release about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits policy, it will usually provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. However, you, and not your insurance company, are responsible for full payment of which we have agreed to. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the sections in your insurance coverage booklet that describes mental health services. If you have questions, please call your plan and inquire. Of course, TC/GTC will provide you with whatever information TC/GTC can based on our experience and will be happy to try to assist you in deciphering the information you receive from your carrier.

The escalation of the cost of health care has resulted in an increasing level of complexity about insurance benefits that sometimes makes it difficult to determine exactly how much mental health coverage is available. "Managed Health Care Plans" such as HMO's and PPO's often require advance authorization before they will provide reimbursements for mental health services. These plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In our experience, while quite a lot can be accomplished in short-term therapy, many clients feel that more services are necessary after insurance benefits expire.

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for our services yourself and avoid the complexities that are described above.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases, they may share the information with a national medical information data bank. If you request it, I will provide you with a copy of any report that I submit.

ADDITIONAL SERVICES:

These include things such as: letters, court summaries, consultation with other professionals, etc. These types of requests will be discussed and reviewed to ensure that, in the professional opinion of the therapist, it is appropriate for them to act on the request.

Once the therapist determines that it is appropriate, and has agreed to act on the request, the standard fee is \$250 per hour, with a minimum fee of one hour (i.e. \$250). No work will be initiated on any request until the minimum fee of \$250.00 is received. Cash, personal, or Credit Card payment payable to Therapeace Counseling LLC/Genuine Therapy Center, will be the only acceptable forms of payment. After payment is received, due to the client scheduling and other professional commitments, no less than two (2) weeks will be required to respond to the request (i.e. provide letters, court summaries, professional consultation, etc.) Requests for documentation or action in less than two (2) will be charged at a Rush Premium of \$350.00 or denied.

CONTACTING US

The best place to reach me is to call at (763) 712-1903. I am usually not immediately available by telephone. I do not answer the phone when I am with a client. I do have voice mail that I monitor frequently. I will make every effort to return your call the same day, with the exception of weekends and holidays. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me and you feel that you cannot wait for to return your call, you should call the psychologist or psychiatrist on call, crisis connection, or 911. Please let me know when you use other resources so that I may coordinate your care with these services. If I am unavailable for an extended time, TC/GTC will provide you with the name of a trusted colleague whom you can contact if necessary.

PROFESSIONAL RECORDS

Both the law and standards of our profession require that TC/GTC keep appropriate treatment records. You are entitled to receive a copy of the records. Because these are professional records, they can be misinterpreted or can be upsetting, so I recommend that we review them together so that we can discuss their content. Clients will be charged an appropriate fee for any preparation time that is required to comply with an information request.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is our policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding unless TC/ GTC felt that there is high risk that you will seriously harm yourself or another, in which case I will notify them of our concern. TC/GTC will also provide them with a summary of your treatment when it is complete. Before giving them any information TC/GTC will discuss the matter with you and will do the best TC/GTC can to resolve any objections you may have about what I am prepared to discuss.

Laws and Professional Ethics that Govern Counselors Differ¹

The Programs and services provided by counselors at Therapeace Counseling/ Genuine Therapy Center, LLC are governed by various federal and state laws and regulations; licensing boards; and codes of professional ethics. Therapeace Counseling, LLC/Genuine Therapy Center, LLC is best described as a multispecialty team of clinical specialists. The laws, professional standards, and ethics each counselor practices under, vary. There are good reasons for these differences and it is important for you to know and understand that among various professions the laws, licensing regulations, and professional codes of ethics are frequently in direct conflict. These conflicts sometimes pose moral, professional, and legal dilemmas for counselors—and sometimes for clients.

Several areas of potential conflict are noted below:

Privacy, Confidentiality, and Privileged Communication

Privacy is your right to choose to whom, when, and under what circumstances your personal information may be revealed.

Confidentiality refers to a counselor's legal obligation to protect your private information from disclosure to any source without your prior written consent. However, there are legal limits to privacy and confidentiality. (*These fully discussed below.*)

Privileged Communication is a legal protection that forbids certain professionals from disclosing any private knowledge or information without a client's express written approval. For example, an attorney's communication with his or her client is privileged. An affidavit, subpoena, warrant, or court order cannot force privileged communication to be disclosed. In general, Minnesota law does not grant privilege to the communication that occurs between a person and his or her mental health therapist. However, the U.S. Supreme Court² has ruled that communication between a client and his or her addiction treatment

¹ Worthington, D.B. and Demask, M. (2008). *Legal and Ethical Issues for Addiction Professionals*. Center City, MN: Hazelden.

counselor is privileged.

Federal and state laws, and professional codes of ethics, safeguard every client's right to privacy and confidentiality. However, the level of privacy and confidentiality the law grants to a client depends on the nature of a person's problem, the credential of a therapist, and the context in which he or she practices.

In some cases, a client's communication with his or her therapist is identical to the attorney-client privilege. In other cases, a client's right to privacy and confidentiality has significantly less legal protection.

It is essential for you to obtain, from your therapist, a clear explanation of the laws, regulations, and ethics that pertain to you. Specifically, you must clearly understand when a law or an ethical code requires your counselor to violate your privacy and/or confidentiality.

In general, there are several exceptions to protecting your privacy and confidentiality. These exceptions are divided into two categories: 1) duty to protect or warn, and; 2) delivery of care. Within these two categories, a therapist does not need your permission to release your private and confidential information.

Duty to Warn and to Protect

Law mandates a counselor to...

—Report the maltreatment, abuse, or neglect of a child.

State law mandates that certain professionals report his or her suspicion that a child is being maltreated, abused, or neglected. As with several other issues related to a client's privacy and confidentiality, therapists who work in the prevention, treatment, and rehabilitation of clients who have alcohol and other drug problems are granted special privilege. Specifically, an alcohol and drug therapist's duty to report applies only when:

- i. a client poses harm or danger to a child, and
- ii. only if the situation has occurred within the past three years.

An alcohol and drug counselor is only required to report his or her suspicion one time. This privileged communication is not granted to any disclosure that is openly made in the context of group counseling, couples and family therapy, or child or adolescent counseling.

—Report the maltreatment, abuse, or neglect of a vulnerable adult.

—Report certain infectious diseases (such as tuberculosis, HIV, Hepatitis).

The legal duty to warn and protect extends, in certain circumstances, to serious communicable diseases and infections. People who seek treatment for alcohol and other drug problems often have these diseases.

—Request help from emergency medical personnel in a bona fide medical emergency.

—Request law enforcement help for crimes committed on program premises or against program personnel or another person.

² Jaffee v. Redmond (95-266), 518 U.S. 1 (1996).

If a counselor suspects a client may do harm to him/herself or to someone else, a therapist is required by state law to attempt to prevent the potential tragedy, by breaking confidentiality and warning the appropriate parties, and people who may be near them.³ However, if a therapist is providing treatment for chemical abuse or addiction, this legal requirement is less clear and may be in direct violation of two federal laws.⁴

Under federal law, an alcohol and other drug counselor is required to disclose your private and confidential information to a coroner who is investigating the cause of death of a vulnerable adult who dies in a qualified service setting.

In Minnesota, an alcohol and drug counselor is required to obtain an adult client's written permission to report the client's self-abuse or neglect. Once a therapist obtains consent, he or she is legally required to report immediately the self-abuse or neglect to the appropriate state agency.

Finally, there are special circumstances when state law may provide an exemption to the duty to warn and protect. For example, a counselor may not have a legal or ethical duty to warn or protect if a client has a terminal illness and is planning suicide.

Delivery of Care—Coordinating Care

Law permits a counselor, to communicate with...

- Other staff, within this treatment program, regarding a client.
- Other professionals within the context of professional supervision, audit, or evaluation.
- A qualified service organization (i.e., the MN Mental Health Ombudsman).
- A court with appropriate jurisdiction and authority to comply with a valid court order.

Roles and Relationships

A counselor has a legal and ethical obligation to respect, preserve, and promote the integrity and welfare of his or her clients. As a result, nearly every professional code of ethics discourages or prohibits counselors from entering into any nonprofessional relationship with a client, former client, a client's romantic partner(s), or a client's family members.

Many codes describe nonprofessional relationships as "dual relationships". At a minimum, five years after all professional contact has ended, restrictions on nonprofessional relationships are lifted. However, with respect to licensed alcohol and drug counselors, the prohibition regarding nonprofessional relationships continues in perpetuity— i.e., without end. The ethical standard is, "Once a client, always a client". The context in which a therapist practices may increase the ethical restrictions on nonprofessional relationships. For example, a therapist working in a facility that is licensed to treat chemical health problems is ethically and legally prohibited, in perpetuity, from entering into a nonprofessional relationship with a client.

Exceptions to entering nonprofessional relationships may exist when all of the following four conditions are present:

- i. a client initiates the nonprofessional relationship,

³ Tarasoff v. Regents of the University of California (1976) and Hedlund v. Superior Court of Orange County (1983).

⁴ Drug Abuse Prevention, Treatment, and Rehabilitation Act (42 U.S.C. 290ee-3; 42 CFR., Part 2 (often referred to as "Part 2") and the Health Insurance Portability and Accountability Act of 1996 (often referred to as HIPAA).

- ii. a therapist believes a nonprofessional relationship is therapeutically beneficial for a client,
- iii. the therapist clearly informs the client, in advance, of potential harmful consequences that may arise from the nonprofessional relationship,
- iv. the therapist documents in the client’s record (in advance) the clinical rationale for entering into a nonprofessional relationship.

Examples of potentially beneficial interactions include, but are not limited to, attending a formal ceremony (e.g., funeral/ wedding/ commitment ceremony/ graduation); hospital visits to an ill family member; mutual membership in a professional, civic, religious, or community organization.

A counselor working in a facility that is licensed to treat chemical health problems is ethically prohibited from sharing personal information when one of his or her clients is present at a Twelve Step-type meeting, and therapists are strongly cautioned against “sponsoring” a client. At Therapeace Counseling, LLC/ Genuine Therapy Center, LLC, sponsoring clients is prohibited.

Client Disclosures in Group, Couple, or Family Counseling Settings

Within the context of group therapy, couple’s therapy, and/or family counseling, a therapist is not permitted to acknowledge he or she has privately conferred with an individual client. A client’s confidences, which are shared privately with his or her therapist, may not be shared with peers in the client’s therapeutic community without the client’s prior written approval.

However, once a client has publicly disclosed information to his or her therapeutic community, a therapist may repeat the disclosure to group members (individually or collectively)—whether or not an individual group member was present when the disclosure was first publicly made.

CHANGES IN SERVICES OR FEES

You have the right to receive reasonable notice of changes in services or fees. In our practice you will be notified 30 days in advance of such changes. Should events beyond our control result in an inability to give you proper notice of changes, I will make all efforts necessary to insure your continuity of care.

TRAINING FACILITY

Therapeace Counseling, LLC/Genuine Therapy Center, LLC’s purpose statement includes playing a role in the clinical training of the next generation of therapists who are committed to delivering measurable clinical outcomes. We are a clinical training site for students who are completing graduate degrees and/or graduate clinical training. Interns are closely supervised and are able to work only within the strict limits of state law, the regulations of their graduate schools and professional organizations— and according to the training each has already completed.

EMERGENCIES

In the event you experience a medical or behavioral crisis or emergency, immediately call 911, the Crisis Intervention Hotline (612.873.2222), or go to the nearest hospital emergency department. Professionals at these locations are trained in mental health and psychiatric emergencies and have specialized training, resources, and medications. Counselors at Therapeace Counseling, LLC/Genuine Therapy Center, LLC are not equipped to deal with mental health and psychiatric emergencies. During a crisis or emergency, if you call your counselor, he or she will immediately place a 911 call on your behalf.

Client Name: _____ DOB: _____

Client’s Signature

Date

Chart Number

TC/GTC Team Member's Signature

Date