



Client Rights and Informed Consent Treatment Agreement

This form references the clinical relationship between:

_____ AND ☐ Greta Kramer, MS, LMFT
Client ☐ Denise Oehrlein, MS, LMFT

This document contains important information about what to expect from therapy as a process, your rights and responsibilities as a client, the legal limitations of those rights, and your therapist's responsibilities to you. While it is tempting to sign consent forms without fully reading the information, we strongly encourage you to take the time to do so. It is important information for you to understand if you are going to enter into a therapeutic and financial agreement with your therapist.

What to Expect from Therapy

At your first appointment, your therapist will review your completed intake packet with you and ask questions about your history and current concerns. In the following sessions, with your help, the therapist will guide you toward healing, skill development, self-awareness, and emotional regulation. As with any new relationship, it can take time to feel comfortable with the therapist. As therapy requires a significant commitment of time, energy, and money it is important that you feel that your therapist is a good fit for you. If you decide that your therapist is not a good fit, your therapist will be happy to assist you in finding a different provider. Therapy is completely voluntary and you may terminate services at any time.

Your Role

As the client, your effort and input in the therapeutic process is key. Therapy is only a tool for you to use to achieve your goals. A gardener uses a shovel to help make planting easier. But without the effort of the gardener, the shovel itself can accomplish nothing. Arriving to appointments on time, prepared to work, and completing assignments or practicing skills outside of the therapy session are essential to your progress. Inconsistent attendance can interfere with progress toward your goals.

Risks and Benefits

Therapy has both risks and benefits.

Risks may include:

- a feeling of vulnerability
- experiencing uncomfortable feelings
- painful memories surfacing
- self-discovery that can be both exciting and painful
- personal changes and growth that can complicate how you feel about your current relationships
- financial costs
- it may not be effective
- symptoms can get worse initially

Therapy can also be very beneficial by:

- improving your ability to identify, express and/or manage emotions
- reducing feelings of distress
- improving interpersonal relationships
- increasing knowledge of self and humans in general
- developing solutions for identified problems
- developing skills for the management of anxiety, stress, communication, ADHD, conflict resolution, anger, trauma triggers, depression and/or other mental health disorders

Alternatives to therapy could include:

- 12-step programs
- self-help books
- medication
- support groups
- courses offered online or in-person

Dual Relationships

The relationship with the therapist is intended to be therapeutic and professional. Therefore, to maintain the integrity of the therapeutic relationship and ethical boundaries, social and business relationships with clients will be avoided. As a result, therapists will not accept friend requests from current or former clients on any social media platforms. Not only could this blur the lines of the therapeutic relationship, it could also put your right to confidentiality at risk.

Length of Therapy

The therapeutic needs of each client can be quite variable. Sessions are typically 45-60 minutes long. The frequency of appointments is also based on the client's needs. Biweekly sessions are the most common at the beginning of therapy, with sessions becoming less frequent as the client improves. Some clients may need weekly sessions for the best outcome. You may terminate therapy at any time, with the understanding that you may return to therapy in the future if needed. A therapist may terminate services if they believe that therapy is no longer serving the client or if they feel that the client needs a therapeutic approach or service that they do not provide. Referrals to other therapists would be provided to the client.

Therapist Communication and Availability

The therapists are generally in the office between 8:30 a.m. to 5 p.m. Monday-Thursday and 8:30 a.m. to 2:00 p.m. on Fridays. As we do not have a receptionist to receive calls, clients will typically need to leave a message on the general voicemail or at their therapist's extension. Every effort will be made to return calls promptly, but as we are in session the majority of the day, it may be the following business day before calls can be returned. Clients can also feel free to send emails to: info@milestonecounselinginc.com regarding appointments, scheduling, or billing. Therapists may at times need to reschedule your appointment due to illness or unexpected events. Every effort will be made to contact the client and reschedule.

Couples Therapy

Typically, when a couple enters therapy, they will each complete the paperwork and receive a Diagnostic Assessment during the first session. This means that each of them will be billed for that assessment. For any subsequent sessions, one individual will become the identified client or the "client of record" for whom all future case notes and billing will be submitted. The client of record has sole authority over the release of information contained in that record. Unless court ordered, a release of information, in writing, must be completed by that client. The partner who is a participant in the counseling, but is not the client of record, cannot authorize, nor prevent the release of records.

For Emergencies

If you are experiencing a mental health emergency outside of office hours, please call the Central Minnesota Mental Health Center Crisis Line at 320-253-5555, the Crisis Text Line by texting MN to 741741, call 9-1-1, or go to your nearest emergency room.

Confidentiality

All therapy sessions, oral and written communications, and paperwork associated with the therapy are confidential, except as required by mandated reporting, a court order, or third-party payor contracts.

Exceptions to confidentiality include:

- when there is a clear and present danger of harm to self or other identifiable person
- if the therapist has reason to suspect that the client has been, or currently is, involved in the abuse or neglect of a child
- if the therapist has reason to suspect that the client has been, or currently is, involved in the abuse or neglect of a vulnerable adult
- in the event the therapist has reason to believe a pregnant client is using illegal drugs for non-medical purposes
- in the event of a court order for information

- in the event a client reports sexual contact with other licensed health care professionals
- in the event the parents or spouse of a deceased patient seek to exercise their legal right to access their deceased child's or spouse's health care records
- when information such as the diagnosis and dates of service are shared with your insurance company for the purpose of processing claims
- in the event an unpaid bill is turned over to a collection agency

Mandated Reporting: Milestone Counseling, Inc. is required by law to report instances of physical and sexual abuse of children and vulnerable adults. We are also required to report physical neglect and mental injury to children. These reports will be made to the County Social Service office or the Sheriff's Department, who in turn will investigate the report and keep all information confidential.

Medical Records

External Service Providers: As a part of running our business we employ external service providers such as accountants, technological support services for computers and phones, claims clearinghouses, collections agency, and our electronic health record provider. With these providers, we have a HIPPA business associate contract. This means that they understand and abide by the HIPPA guidelines for confidentiality, and will maintain the same level of confidentiality that healthcare professionals are required to maintain if they should come into contact with any client information.

Maintaining Records: As required by law in the state of Minnesota, your records must be kept for a minimum of seven years from the last date of service. If a minor, the record retention period begins when they turn 18. As a client, you have the right to request access to your records. If the therapist believes that reviewing the record could be emotionally damaging, the therapist can refuse to give you the records directly but could send them to another provider of your choosing for review. You do have the right to contest material in your records and it will be duly noted in your record. You do not have the right to alter your records or to dictate that information be removed. If your therapist leaves the agency or becomes incapacitated, you will be notified about how to access your records.

Request for Records/Letters: A therapist has 10 business days to respond to any request for records or correspondence. A release of information must be fully completed, with the name of the business or person you wish to have records released to, the particular records you want released, and within what date range of services provided. There may be a charge for medical records, depending on the quantity of pages being sent. Rates for client records are determined by the Minnesota Department of Health.

Questions/Complaints

Questions: Please feel free to ask questions about any techniques used during therapy. You can request information from your therapist about assessment, treatment planning, or records. You can also ask the therapist questions you may have about the professional relationship or the ethics and standards that apply to your therapist's licensure.

Grievances: If you have a complaint of any kind about the therapy services you are receiving, your therapist is willing to discuss with you in session, by phone, or in writing any concerns that you may have. The therapist will work with you to resolve any misunderstandings, misconceptions, or issues. You have the right to file a complaint with the licensing board that governs your therapist's licensure (listed below) if you believe that they have acted unethically or that you have been treated unfairly.

Minnesota Board of Marriage and Family Therapy
 2829 University Ave SE Suite 340
 Minneapolis, MN 55414-4603
 Phone: 612-617-2220
 Fax: 612-617-2221
 Email: mft.board@state.mn.us

Client Rights and Therapeutic Issues

As a client, you have the right to...

1. Expect that the therapist has met the minimal qualifications of training and experience as required by state law.
2. Courteous and individualized health care that is fair and given without discrimination as to race, color, creed, gender, sexual orientation, national origin, source of payments, ethical or political beliefs.
3. Informed participation in all decisions concerning your health care.
4. Information about the qualifications, names, titles, or personnel responsible for providing your health care.
5. Privacy during any interview, testing, and treatment.
6. Refuse treatments, medication, or participation in research experimentation.
7. Coordination and continuity of health care, including consultation regarding your case with other professionals.
8. To be free from exploitation for the benefit or advantage of a therapist.
9. To have access to your records as provided in Minnesota Statutes, sections 144.291 to 144.298, except as otherwise provided by law or prior written agreement.
10. To be informed of the cost of services provided by Milestone Counseling, Inc.
11. Information about diagnosis – prognosis and treatment – including benefits, alternatives, and the risks involved.
12. Confidentiality of all records and all communications, written or oral, between clients and health care providers (except as otherwise provided by mandated reporting laws, court orders, or third-party payer contracts).
13. To obtain a copy of the Code of Ethics for your therapist's licensing board upon your request.
14. To examine public records maintained by a therapist's licensing board, which contain the credentials of the therapist.
15. To report complaints.

Consent for Consultation

The therapists at Milestone Counseling, Inc. meet regularly for clinical consultation. I am aware of this and give my consent for confidential, clinical review of my case as needed.

____(Initial) I give my consent.

OR

____(Initial) I do not give my consent.

Consent for Electronic Communication

The use of email and text messages can be convenient forms of communication, but it is important to understand the potential risks involved in the use of electronic communication. While we use an encrypted email and secure fax on our end, your personal devices may not be completely secure or confidential and could be accessed by unauthorized individuals (e.g. other people in your home) potentially compromising your privacy. Unencrypted emails could be read by anyone who has access to the email server such as server administrators, hackers, or scammers. Also, please be aware that any emails we receive from you and our responses become a part of your medical record. We strongly encourage you to limit email communication to issues around scheduling or billing questions. If you choose to communicate private information via emails, e-faxes, text messages, or other means of electronic communication, Milestone Counseling, Inc. will assume that you have made an informed decision and understand the potential risks of compromising your confidentiality and that such communication would become a part of your record. However, you can consent to electronic communication for the purposes of scheduling, appointment reminders, updating insurance information, and receiving billing statements.

____(Initial) I give consent, for communication by email and/or text message, for the purposes of scheduling, updating insurance information, and receiving billing statements.

OR

_____(Initial) I do not give consent for communication by email and/or text messages. I want to receive paper statements and phone calls only.

Financial Agreement

Use of Insurance: Health insurance may help you recover some of your counseling costs. Please verify with your insurance provider the amount of coverage for outpatient mental health therapy by licensed professionals. If your policy requires preauthorization to receive services, it is your responsibility and must be handled before your first visit.

Insured clients are expected to take care of their fees which may include copays, coinsurance, deductibles, spend-downs, or services not covered by your health plan. A copay is due at the time of service for in-person and telehealth visits. Insurance requires a medical diagnosis for each procedural code. Your plan may exclude certain diagnoses, and if so, you will be responsible for those charges.

Balances Due: Our office will bill your insurance company for the services provided, but there is no guarantee of third-party coverage. You are responsible for payment on your account. Statements are emailed monthly unless you request paper statements. Please pay your account upon receipt or make payment arrangements with your therapist.

Except in the case of minors or when other arrangements are made, the person receiving the counseling service is financially liable.

Financial Hardship: If you are experiencing financial hardship, payment plan arrangements can be made with your therapist.

Delinquent Accounts: Clients with accounts holding a balance of \$500 or more may jeopardize their ability to continue services. We reserve the right to suspend services to clients that are not maintaining their financial responsibility. If your account balance has not had a payment made for 60 days it is considered delinquent. If no payment is made after 90 days, your account may be sent to a collection agency. A 15% fee will be added to the balance if the account is sent to collections.

Late Cancellations and No-Shows: Your appointment time is reserved just for you. A late cancellation or no-show is a missed opportunity for another client who may have benefitted from that time. As such, we require 24 hours notice for cancellations or changes to your appointment, with the exception of emergencies or illness. **Clients who provide less than 24 hours notice, or miss their appointment, may be charged a fee of \$60.** Insurance companies will not pay for no-show charges or late cancellation charges so you would have to pay that out-of-pocket.

In the case of illness, please notify us no later than 9:00 a.m. on the day of the appointment. Please leave a message if you get voice mail. If your appointment is canceled or missed, contact the office for a new appointment time.

Paying out of pocket: Clients paying on a cash basis, and not billing any insurance companies will be given a 30% discount and are expected to pay in full at the time of service unless a payment plan has been previously arranged.

There will be a \$20.00 charge for all returned checks.

Fees:

- Initial Diagnostic Assessment and Diagnostic Updates: \$250.00
- 53+ Minute Session \$200.00
- 38 – 52 Minute Session \$175.00
- 16 – 37 Minute Session: \$150.00
- Family Therapy: \$200
- Interactive Complexity (e.g. Play Therapy): Additional \$40/session
- No Show or Late Cancellation: \$60.00
- Court Fees/per hour: \$225.00 (This includes preparation time, drive time, court time, depositions, etc.)
- Phone calls over 16 minutes qualify as a billable session at the rates designated above.
- Per the Minnesota Department of Health, providers are allowed to charge \$1.68 per page and \$22.47 for retrieval fees when records are requested.

Release/Exchange/Assignment of Benefits

I consent to the release of information from the therapist to my insurance company, EAP, managed care group and/or the policyholder to facilitate payment and continued coverage under the mental health benefit of my policy. I also consent to have the therapist and/or therapist's billing service submit claims and accept payments on my behalf to/from my insurance company, EAP, managed care, or other third-party payer and receive payment according to the guidelines of my policy.

Consent to Treatment and Financial Responsibility

By signing, I certify that I have read and understand this agreement, and the financial responsibility, and agree to the terms. I am also consenting to treatment, with the knowledge that this is voluntary and I can terminate therapy at any time.

Client Signature (unless the client is a minor)

Date

Printed Name