

WELLNESS COUNSELING SERVICES (WCS)

INFORMATION ABOUT PSYCHOLOGICAL SERVICES AT WCS

Wellness Counseling Services is a private practice started by Rebekah L. Miller, a licensed marriage and family therapist, following the completion of her Master of Arts degree in Marriage and Family Therapy. WCS is committed to providing quality counseling and mental health care. Effective therapy requires a working partnership between the client and therapist. In order to engage in such a partnership, it is important for you to know about your rights and responsibilities as a client.

Getting to Know You

In the first session, you will complete introductory paperwork and meet with your therapist. You will talk about your reasons for coming to therapy and your current situation. You will be asked questions about the history of your family as well as your own history. You and your therapist will develop a treatment plan focusing on your behavioral health needs within your first two or three sessions. The frequency of your sessions will be based on your individual assessment.

Treatment Process

Therapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods your therapist may use to deal with the problems you would like to address. You and your therapist will work together to identify treatment goals. The length of time in therapy will vary according to your individual needs and will be discussed throughout the course of your care. Therapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be successful, you will have to work on things we talk about both during sessions and at home.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, and helplessness. On the other hand, therapy has also been shown to have benefits such as better relationships, solutions to specific problems, and a significant reduction of feelings of distress. But there are no guarantees for what you will experience, because therapy can be of significant assistance to some clients, of some assistance to others, and of no assistance to other clients.

For some clients in therapy, thoughts and feelings of suicide can arise. It is important for you to inform your therapist if you begin to experience suicidal thoughts or feelings in order for the proper therapeutic help to be provided to you.

Boundaries of the Therapeutic Relationship

Your WCS therapist will maintain appropriate professional boundaries and conduct herself professionally with regards to her relationship with current and former clients. Your therapist is committed to ensuring that nothing harms the therapeutic relationship. In order to preserve the integrity of the therapeutic relationship, your therapist will limit her relationship with you to a professional therapist and client relationship. She will not use her professional influence in therapy to further her own interests or to benefit herself. Your therapist will work with you to help you identify and achieve your therapeutic goals.

Fees

Wellness Counseling Services is a fee for service practice and does not accept insurance payments for services at this time. The fee for a 50 minute session will be determined by a recommended fee scale based on household income. Your WCS therapist understands that it can be difficult to pay for therapy, and will always do her best to work with what each person can afford. This can be discussed with your therapist. You will be expected to pay cash, check, HSA/FSA card, or credit card for each session at the time it is held. This fee will be the same for individual, couples, and family sessions. If a check for payment does not clear, you will be subject to a \$25 return check fee. Failure to pay for 2 consecutive sessions will require that therapy be placed on hold until the balance is paid.

Client Records

Laws and standards require that your therapist keep records of services provided to clients. You are entitled to receive a copy of the records, or your therapist can provide a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. Therefore, if you wish to see your records, it is recommended that you review them with your therapist so that you can discuss them with her.

If another professional has referred you to Wellness Counseling Services, you will be asked to sign a General Authorization Form to allow your therapist to consult with the referring professional. You have the right to decide whether or not to sign the General Authorization Form.

Couples/Families Records and Confidentiality

All members of the couple or family must sign a release before any information can be given to a third party. If one individual signs the release and all others refuse, the information cannot be released.

Minors

Minnesota law requires written consent from a guardian or parent for a minor to see a therapist at WCS. Guardians and parents have the right to access a minor's records. WCS encourages guardians and parents to allow a certain amount of confidentiality in the therapy session to encourage minors to actively engage in their therapy. For information to be released to a third party, a parent or guardian must sign the release.

Court Orders and Subpoenas

Your WCS therapist is not an expert in the custody of children and/or divorce proceedings. If your WCS therapist is court ordered or subpoenaed to testify in a case, it is very unlikely that the therapist will be able to help your case. If you still decide that it is necessary to court order or subpoena your therapist to appear, a \$500 charge must be paid to the therapist no later than one week before the date of appearance. There will be an additional fee of \$300 for every hour your therapist is engaged in legal appearances.

Client Bill of Rights

Consumers of mental health services in Minnesota have the right:

- 1) To expect that a therapist has met the minimal qualifications of training and experience required by the state law;
- 2) To examine public records maintained by the Board of Marriage and Family Therapy which contain the credentials of a therapist;
- 3) To obtain a copy of ethics from the Board of Marriage and Family Therapy, 2829 University Avenue SE, Suite 330, Minneapolis, MN 55414-3222;
- 4) To report complaints to the Board of Marriage and Family Therapy by calling (612) 617-2220;
- 5) To be informed of the cost of professional services before receiving services;
- 6) To privacy as defined by rule and law;
- 7) To be free from being the subject of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services;
- 8) To have access to their records as provided in Minnesota Statutes, section 144.335, subdivision 2, and;
- 9) To be free from exploitation for the benefit or advantage of a therapist.

Areas of Competence

As a client, you have a right to request a written statement of competencies from the WCS therapist providing services to you. You also have a right to be informed of treatment alternatives in understandable terms and to know the costs of those services.

Emergency Services

Your WCS therapist is not available for after hours or emergency drop-in services. If a crisis should arise, please call 911 or go to your nearest emergency room. Phone calls made to the business line, 651-399-6920, after business hours will be answered by a recording, after which you can choose to leave a message.

Hours of Operation and Communicating with Your Therapist

Appointments are currently available on Monday through Saturday. Your WCS therapist will communicate by telephone, voicemail, text, and email (which is not guaranteed to be a secure form of communication) regarding scheduling and general logistical questions. Any request related to a release of information or any other therapeutic need, must be done in person or in writing (depending on the type of request). This is done to protect the confidentiality of all clients that are served, because electronic means are not secure. Therapists generally check voicemail between 9:00 a.m. and 5:00 p.m. Monday through Friday.

Appointment Scheduling and Length: Appointments and times are scheduled with your individual therapist. Typical appointments are scheduled once a week. Office sessions are 50 minutes in length.

Cancellation Policy: WCS requires a 24 hour notice by phone or email for an appointment cancellation. If proper notice has not been received, a cancellation fee equal to the cost of a normal session will be charged to you.

Ending Therapy: Ending therapy is a collaborative process between the therapist and client. The length of therapy is dependent on each client's needs. The client can request to end therapy at any time due to achievement of goals, desire to be referred to another professional or specialist, or for any other reason. Upon request, the therapist will provide the client with three referrals to other mental health practitioners or professionals. Therapy will also end and your case will be closed if you fail to attend 3 scheduled appointments in a row without proper cancellation, have not attended therapy for 30 days, or have not paid your fee for 2 consecutive sessions. Your WCS therapist will attempt to notify you via phone or mail when your case is being closed. You can request for your case to be reopened in order to resume services.

Consultation

Your WCS therapist consults with other mental health professionals about clients that she is working with in therapy. When consulting, your therapist will not disclose personal information about you, but will share enough case information in consultation with others in order to gain helpful advice for working with you in therapy.

Staff Rights

Your WCS therapist has the right to expect respectful treatment from clients in the course of offering services. This includes the right to expect that agreements reached about payment amounts, procedures, and appointment times will be honored by each client.

NOTICE OF PRIVACY PRACTICES

Wellness COUNSELING SERVICES

EFFECTIVE DATE OF THIS NOTICE: September 1, 2010

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Our Pledge and Legal Duty to Protect Health Information about You.

The privacy of your health information is important to us. We are required by federal and state laws to protect the privacy of your health information. We refer to this information as "protected health information," or "PHI". We must give you notice of our legal duties and privacy practices concerning PHI, including:

- We must protect PHI that we have created or received about your past, present, or future health condition, health care we provide to you, or payment for your health care.
- We must notify you about how we protect PHI about you.
- We must explain how, when and why we use and/or disclose PHI about you.
- We may only use and/or disclose PHI as we have described in this Notice.
- We must abide by the terms of this Notice.

We are required to abide by the terms of this Notice. We reserve the right to change the terms of this Notice and to make new notice provisions effective for all PHI that we maintain. We will post a revised notice in our offices and make copies available to you upon request.

Minnesota Patient Consent for Disclosures

For most disclosures of your health information we are required by State of Minnesota Laws to obtain a written consent from you, unless the disclosure is authorized by Law. This consent may be obtained at the beginning of your treatment, during the first delivery of health care service, or at a later point in your care, when the need arises to disclose your health information to others outside of our organization.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

A. Uses and Disclosures of Your Protected Health Information for Purposes of Treatment, Payment and Health Care Operations.

Health Care Treatment. We may use and disclose PHI about you to provide, coordinate or manage your health care and related services. This may include communicating with other health care providers regarding your treatment and coordinating and managing the delivery of health services with others. For example, we may use and disclose PHI about you when you need a prescription, lab work, or other health care services. In addition, we may use and disclose PHI about you when referring you to another health care provider.

Payment. We may use and disclose your medical information to others to bill and collect payment for the treatment and services provided to you. For example: A bill may be sent to you or a third party payer. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures and supplies used. Before you receive scheduled services, we may share information about these services with your health plan(s). Sharing information allows us to ask for coverage under your plan or policy and for approval of payment before we provide the services. We may also share portions of your medical information with the following: 1) Collection agencies; 2) Insurance companies, health plans and their agents which provide you coverage; and 3) Utilization review personnel that review the care you received to check that it and the costs associated with it were appropriate for your illness or injury.

Health Care Operations. We may use and disclose PHI in performing business activities, which we call "health care operations". For example: Members of our staff such as the risk or quality improvement manager, or members of the quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the healthcare and service we provide.

Our Business Associates. There are some services provided in our organization through contacts with business associates. Examples include physician services in the Emergency Department and Radiology, certain laboratory tests, billing service or a copy service we use when making copies of your health record. When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we've asked them to do and bill you or your third party payer for services rendered. So that your health information is protected, however, we require the business associate to sign a contract ensuring their commitment to protect your PHI consistent with this Notice and to appropriately safeguard your information.

C. Uses and Disclosures of Your Protected Health Information that Require Your Authorization.

In addition to our use of your health information for treatment, payment or healthcare operations, you may give us written authorization, different from the Minnesota Patient Consent, to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

- *Research:* We may disclose information to external researchers with your authorization, which we will attempt to collect in a manner consistent with applicable state laws.
- *Marketing:* We will not be able to use or disclose your name, contact information or other PHI for purposes of marketing without your written authorization. This does not include informing you about treatment alternatives or other health related products or services that may be of interest to you.
- *Fundraising:* We may use and/or disclose PHI about you, including disclosure to a foundation, to contact you to raise money for our organization. We would only release contact information and the dates you received treatment or services at our facility. If you do not want to be contacted in this way, you must notify in writing our contact person listed in this Notice.

D. Uses and Disclosures of Your Protected Health Information that Require Your Opportunity to Agree or Object.

In the following instances we will provide you the opportunity to agree or object to a use or disclosure of your PHI:

- *Notification:* We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, your location, and general condition.
- *Communication with Family:* Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.

If you would like to object to our use or disclosure of PHI about you in the above circumstances, please call our contact person listed on the cover page of this Notice.

E. Use And Disclosure Authorized by Law that Do Not Require Your Consent, Authorization or Opportunity to Agree or Object.

Under certain circumstances we are authorized to use and disclose your health information without obtaining a consent or authorization from you or giving you the opportunity to agree or object. These include:

- When the use and/or disclosure is authorized or required by law. For example, when a disclosure is required by federal, state or local law or other judicial or administrative proceeding.
- When the use and/or disclosure is necessary for public health activities. For example, we may disclose PHI about you if you have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition.
- When the disclosure relates to victims of abuse, neglect or domestic violence.
- When the use and/or disclosure is for health oversight activities. For example, we may disclose PHI about you to a state or federal health oversight agency which is authorized by law to oversee our operations.

- When the disclosure is for judicial and administrative proceedings. For example, we may disclose PHI about you in response to an order of a court or administrative tribunal.
- When the disclosure is for law enforcement purposes. For example, we may disclose PHI about you in order to comply with laws that require the reporting of certain types of wounds or other physical injuries.
- When the use and/or disclosure relates to decedents. For example, we may disclose PHI about you to a coroner or medical examiner, consistent with applicable laws, to carry out their duties.
- When the use and/or disclosure relates to products regulated by the Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects or post marketing surveillance information to enable product recalls, repairs or replacement.
- When the use and/or disclosure relates to cadaver organ, eye or tissue donation purposes. Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.
- When the use and/or disclosure relates to Worker's Compensation information: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.
- When the use and/or disclosure is to avert a serious threat to health or safety. For example, we may disclose PHI about you to prevent or lessen a serious and eminent threat to the health or safety of a person or the public.
- When the use and/or disclosure relates to specialized government functions. For example, we may disclose PHI about you if it relates to military and veterans' activities, national security and intelligence activities, protective services for the President, and medical suitability or determinations of the Department of State.
- When the use and/or disclosure relates to correctional institutions and in other law enforcement custodial situations. For example, in certain circumstances, we may disclose PHI about you to a correctional institution having lawful custody of you.

YOUR INDIVIDUAL RIGHTS

A. Right to Request Restrictions on Uses and Disclosures of PHI.

You have the right to request that we restrict the use and disclosure of PHI about you. We are not required to agree to your requested restrictions. However, even if we agree to your request, in certain situations your restrictions may not be followed. These situations include emergency treatment, disclosures to the Secretary of the Department of Health and Human Services, and uses and disclosures described in subsection 4 of the previous section of this Notice. You may request a restriction by submitting your request in writing to us. We will notify you if we are unable to agree to your request.

B. Right to Request Communications via Alternative Means or to Alternative Locations.

Periodically, we will contact you by phone, email, postcard reminders, or other means to the location identified in our records with appointment reminders, results of tests or other health information about you. You have the right to request that we communicate with you through alternative means or to alternative locations. For example, you may request that we contact you at your work address or phone number or by email. While we are not required to agree with your request, we will make efforts to accommodate reasonable requests. You must submit your request in writing.

C. Right to See and Copy PHI.

You have the right to request to see and receive a copy of PHI contained in clinical, billing and other records used to make decisions about you. Your request must be in writing. We may charge you related fees. Instead of providing you with a full copy of the PHI, we may give you a summary or explanation of the PHI about you, if you agree in advance to the form and cost of the summary or explanation. There are certain situations in which we are not required to comply with your request. Under these circumstances, we will respond to you in writing, stating why we will not grant your request and describing any rights you may have to request a review of our denial.

D. Right to Request Amendment of PHI.

You have the right to request that we make amendments to clinical, financial and other health-related information that we maintain and use to make decisions about you. Your request must be in writing and must explain your reason(s) for the amendment and, when appropriate, provide supporting documentation. We may deny your request if: 1) the information was not created by us (unless you prove the creator of the information is no longer available to amend the record); 2) the information is not part of the records used to make decisions about you; 3) we believe the information is correct and complete; or 4) you would not have the right to see and copy the record as described in paragraph 3 above. We will tell you in writing the reasons for the denial and describe your rights to give us a written statement disagreeing with the denial. If we accept your request to amend the information, we will make reasonable efforts to inform others of the amendment, including persons you name who have received PHI about you and who need the amendment.

E. Right to Request an Accounting of Disclosures of PHI.

You have the right to a listing of certain disclosures we have made of your PHI. You must request this in writing. You may ask for disclosures made up to six (6) years before the date of your request (not including disclosures made prior to April 14, 2003). The list will include the date of the disclosure, the name (and address, if available) of the person or organization receiving the information, a brief description of the information disclosed, and the purpose of the disclosure. If, under permitted circumstances, PHI about you has been disclosed for certain types of research projects, the list may include different types of information. If you request a list of disclosures more than once in 12 months, we can charge you a reasonable fee.

F. Right to Receive a Copy of This Notice.

You have the right to request and receive a paper copy of this Notice at any time. We will provide a copy of this Notice on the date you first receive service from us (except when the first contact is not in person, and then we will provide the Notice to you as soon as possible).

QUESTIONS OR COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact our Privacy Official. If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may file a complaint with our Privacy Official. You can also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Privacy Official Contact Information:

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