

Informed Consent of Counseling Services including Practice Policies and Notice of Privacy Practices
Emily Berge, LPC // Wellspring

Overview of Therapy

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding of how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on the therapist, the client, and the client's particular situations and goals. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. Research shows psychotherapy to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, improved physical health, and significant reductions in feelings of distress. However, it is impossible to predict or guarantee what you will experience and there are no miracle cures.

Confidentiality and Data Privacy Policy (HIPAA)

This notice describes how your health information may be used and disclosed and how you can access this information. Please review this and all other policies carefully. I am committed to protecting my clients' privacy and confidentiality. A state and federal law, the Health Insurance Portability and Accountability Act (HIPAA) went into effect on April 14, 2003 and requires me to inform you of this policy. HIPAA requires us to continue maintaining your privacy, to give you this notice, and to follow the terms of this notice.

The law permits me to use or disclose your health information to those involved in your treatment; for example, a review of your file by a specialist doctor whom we may involve in your care. I may use or disclose your health information to obtain payment of the services you receive (e.g. we can send appointment information as requested by your Employee Assistance Plan). I may use or disclose your health information for our normal healthcare operations (e.g. staff who complete scheduling, training of staff who have signed confidentiality agreements, etc). I may share your medical information with our business associates, such as a billing service, administrative staff, etc... To protect your privacy and confidentiality I have a written contract with each business associate requiring them to protect your privacy. I may consult with other licensed professionals in counseling as necessary, protecting your confidential information, to gain guidance for your treatment. I may use your information to contact you (e.g. mailings). I may also want to call and remind you about your appointments. If you are not home, I may leave this information on your answering machine/voicemail. In an emergency, I may disclose your health information to a family member or another person responsible for your care. Finally, I may release some or all of your health information when required by law.

If this practice is sold, your information will become the property of the new owner(s). Except as described above, this practice will not use or disclose your health information without your prior written authorization. You may request in writing we not use or disclose your health information as described above. We will let you know if we can fulfill your request.

You have the right to know of any uses or disclosures I make with your health information beyond the above normal uses. As I will need to contact you from time to time, I will use the address or telephone number you have on file with me. You have the right to transfer copies of your health information to another practice. You may have the right to see or receive a copy of your health information, unless there is a reason by law or contract why your therapist would not disclose the information. You have the right to request an amendment or change to your health information. Give me your request to make changes in writing. If you wish to include a statement in your file, please give it to me in writing. I may or may not make the changes you request, but will be happy to include your

statement in your file. If I agree to an amendment or change, I will not remove or alter earlier documents, but will add the new information.

You have the right to receive a copy of this notice. If I change any of the details of this notice, I will notify you of the changes in writing. You may file a complaint with the Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F Washington, D.C. 20201. However, before filing a complaint, or for more information or assistance regarding your health information privacy, please contact Emily Berge, the owner of Wellspring at 715-450-3299 or 7 S. Dewey St, ste 100, Eau Claire, WI 54701.

The State of Minnesota and Wisconsin laws impose some limitations to your rights to confidentiality. The following is a list of situations in which you may lose your right to confidentiality:

- If use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.
- If your therapist suspects you have physically or sexually abused or neglected a child or vulnerable adult, your therapist must make a report to the proper authorities. This includes some cases of domestic abuse when a child is exposed to weaponry or is physically threatened and/or used as a weapon. If you are pregnant and using a controlled substance such as heroin, cocaine, phencyclidine, methamphetamine, or their derivatives
When there is a court order to release your records to the legal authorities.
- If an investigation or disciplinary proceeding is mandated by the licensing board and your information is involved in those proceedings.
- A subpoena, discovery request, or other lawful process, that is not accompanied by an order of a court or administrative tribunal so long as reasonable efforts are made to give you notice that your PHI has been requested or reasonable efforts are made to secure a qualified protective order, by the person requesting the PHI.
- To defend Wellspring or me, Emily Berge, in a legal action or other proceeding brought by you against my counseling practice or counseling services.
- When required by the Secretary of the Department of Health and Human Services in an investigation to determine my compliance with the privacy rules.
- To Business Associates under a written agreement requiring Business Associates to protect the information. Business Associates are entities that assist with or conduct activities on our behalf including individuals or organizations that provide legal, accounting, administrative, and similar functions.

If you are a minor, you have a limited right to privacy in that your parents may have access to your records. However, if the therapist believes sharing this information will be harmful to you, confidentiality will be maintained to the limits of the law.

Group Therapy: The right to confidentiality is addressed in the group setting. However, I, Emily Berge, counselor and owner of Wellspring, am not responsible for any breaches of confidentiality by group members.

There are instances in which individuals associated with Wellspring have duties that require access to the information you may share for claim processing, scheduling, reports, consultations, etc...

Release of Records

The laws and standards of this profession require that we keep treatment records. You are entitled to examine and/or receive a copy of your records if you request it in writing. In order to see your records, you and your therapist will need to discuss the contents together. Because these are professional records, they can be misinterpreted and/or be upsetting to people who are not mental health professionals.

All information regarding patients is considered strictly confidential and will not be given out to other entities or

individuals without your written consent, unless otherwise allowed by law. In the event of a request for transfer of records, the records will be forwarded upon completion of a consent form and a payment fee based on the current legal maximums allowed by the Department of Health. Copies of records are available for a \$17.21 processing fee, plus \$1.30 per page for copying.

Crisis Response and Contacting Your Therapist

If you need to contact me between sessions, please leave a message on my voicemail. It should be known that I am often not immediately available; however, I will attempt to return your call within the next business day. If you are difficult to reach, please leave times you will be available. If you want discretion used when calling you or leaving a message for you, please let me know in advance.

Outpatient mental health services are consultative in nature; I am not equipped to handle emergencies. Please call 988, 911 or go to the nearest hospital emergency room if you are in crisis. If an emergency situation arises, call 911 or any local emergency room. Phone consultations with clients, or parents of clients, during or after business hours, are not a part of the services I am able to offer as your counselor with Wellspring. Please document any concerns you might have between appointments, and bring them to your next session so that we might discuss them. Phone consultations with prescribing physicians, school districts, and other collaborative services are always available free of charge for my clients, with your signed authorization for release of confidential information.

Emailing or Text Messaging Your Therapist

While email is a convenient way of communication, it should be known that I as your counselor cannot guarantee the confidentiality of email communication between us. Communicating through the portal or a phone call is the most secure way to communicate with me.

Email should not be used for emergencies or even urgent communication. If you are having an emergency go to the nearest emergency room or call 911. If you communicate via email or portal for issues regarding scheduling or cancellations, I will reply during business hours. Please do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Although they add convenience and expedite communication, it is very important to be aware that email and cell phone communication can be accessed relatively easily by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Therapist emails and data on computers may not be encrypted, it is always possible that faxes can be sent erroneously to the wrong address, and computers, including laptops, may be stolen.

You should also know that any email or text messages I receive from you and any response sent back to you may become a part of your legal record and may be revealed if your records are summoned by a legal entity.

I will not contact you first with email or text message. I will always call you or use the secure client portal. If you communicate confidential or private information via SMS (text) or email, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate on such matters via email or text messaging.

How to Acknowledge in Public Settings

If I see you outside of our counseling office setting in the public, I will only acknowledge you if you greet or acknowledge me. This is to respect your confidentiality. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

Social Media Policy

Please note that Wellspring and/or I am on various social media websites/apps as a way to market the services I

offer and connect with the community. To protect your confidentiality I encourage you to consider the public nature of social media before liking or following our social media postings. Messaging on Social Networking sites such as Instagram,, Facebook, or LinkedIn is not secure. It could compromise your confidentiality to use wall postings, @replies, or other means of engaging with me online if we have an already established client/therapist relationship. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you have questions, please let me know and we can discuss more at length.

Financial Responsibility and Policies

I do not accept insurance for payment of counseling services. I am contracted with some Employee Assistance Programs. You are responsible for any session fees that are not covered by your EAP.

Payment is due the day of service provided for private pay counseling sessions (not EAP). Cash or check is accepted in office at the time of service. The online payment source that you provided -credit, debit, HSA, or FSA- will be charged within 24 hours of service.

Please remember to cancel or reschedule any appointments 24 hours in advance. Anything less than 24 hours is considered a "late cancel"; If a client has repeated "late cancels", I reserve the right to terminate the therapeutic relationship and refer to another provider. The client will still be responsible for any unpaid fees for service.

A \$10.00 service charge will be charged for any checks returned for any reason for special handling.

If the client or the person responsible for payment defaults on any payment obligations as called for in this agreement, I and Wellspring, have the right to forward the client's information to collections, and in the event that it becomes necessary to utilize a collection agency to resolve a past due account, up to an additional 30% will be assessed to your account to cover the costs of this action. The client will pay all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees.

Cases Involving the Legal System

Should I be subpoenaed or mandated by the courts to testify, you will be required to pay all fees, in advance, associated with the writing of case summaries and/or other reports, consultation with attorneys, consultation with mental health professionals, review of other records, and any other preparation. The client will also need to pay for other fees incurred including travel time, meals, parking and all other costs associated with the court time. Therapist testimony will require that the client be billed directly. All fees must be paid prior to the date of testimony. Court appearances are significantly more expensive due to the complexity and difficulty of being involved in such matters. My current hourly rate for any legal related matters is up to \$350 per hour. Please note: these fees apply to any court-related or legal-related work regardless of whether testimony ends up being required. Any legal fees are outside of insurance and outside of what is considered a mental health care services.

Treatment of Minors

Treatment of children and adolescents is best done with the involvement of their caregivers and parents. Children with unmarried or divorced parents typically benefit from regular contact with both parents, unless it can be shown that this contact threatens the child's safety or mental health. Therapy is confidential, but not secret. Parents are entitled to understand the nature of their child's problem as well as the method and course of treatment. Both parents have right of access to medical or mental health treatment, regardless of custody unless the custodial parent provides us with a court order limiting access or communication.

Parents may have access to their child's medical records, however, often with mental health records it is often determined to not be in the best interest of the child or adolescent. Minnesota and Wisconsin State Law entitles parents with legal custody to information regarding their child's treatment and generally entitles parents to copies of their child's health records. Minnesota and Wisconsin State Law allows for an exception to the release of copies of health records in the case of mental health. Mental health records are kept confidential to protect the child's ability to speak freely about their relationships and concerns regarding each parent. It is rarely in the child's best

interest to have therapy records read by parents. Parents are encouraged to meet regularly with their child's therapist and to stay informed of what is occurring in therapy. Arrangements can be made to observe appointments, review records in the office, and freely share information regarding the child's health and treatment.

In cases where there is joint (split) legal custody between parents or guardians who are not married or cohabitating, we require both parents' authorization and signature for treatment of their minor child/children. I will not proceed with treatment if one parent is unavailable or unwilling to consent and we do not have a note from the child's medical doctor determining that it is appropriate to proceed with the consent of only one parent.

Counseling with children is done with the goal of providing an emotionally neutral setting to process current concerns and emotions. The usefulness of such therapy is extremely limited when the therapy itself becomes simply a matter of dispute between the parents or between parents and children. With this in mind, and in order to best help children in therapy we follow the following agreements in our therapy with minors:

- Counseling and therapy will not yield considerations about custody. I recommend that parties who are disputing custody consider participation in alternative forms of negotiation and conflict resolution, including mediation and custody evaluation, rather than settle a custody dispute in court.
- I, as your child's therapist, have the responsibility to respond to your child's emotional needs. This includes, but is not limited to, contact with your child and each of his or her caregivers, and gathering information relevant to understanding your child's welfare and circumstances as perceived by important others (e.g. pediatrician, teachers). In some cases, this may include a recommendation that you consult with a physician should matters of your child's physical health be relevant to this therapy.
- I ask that all caregivers remain in frequent communication regarding your child's welfare and emotional well-being. Open communication about his or her emotional state is critical. In this regard, we invite each of you to initiate frequent and open exchanges with your child's therapist.
- I ask that all parties recognize and as necessary, reaffirm to the child, that the therapist is the child's helper and not allied with any disputing party or familial side.
- Please be advised regarding the limits of confidentiality as it applies to psychotherapy with a child including but not limited to these considerations:
 - I keep records of all contacts relevant to your child's well being. These records are subject to court subpoena and may, under some circumstances, be solicited by parties (including attorneys) in divorce or other legal proceedings.
 - Any matter brought to your therapist's attention by either parent regarding the child, may be revealed to the other parent. Matters brought to our attention that are irrelevant to the child's welfare may be kept in confidence.
- I am not responsible for routine communication with parents who do not attend appointments and I cannot routinely contact the non-custodial parent after each appointment. I am unable to send a summary letter, note, or e-mail after each appointment, unless payment arrangements have been made for this service. Expectation is that parents will communicate with each other openly regarding treatment and that each parent will cultivate a healthy relationship and open communication with their co-parent and their child.

Ending Treatment

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used, conflicts of interest, failure to participate in therapy, or clients needs that are outside of my scope of competence or practice. I also reserve the right to terminate treatment if there is a default of payment or repeated "no shows" or "late cancels" (less than 24 hour notice of appointment cancellation). I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

You have the right to end your treatment at any time without my permission or agreement.

Should you fail to schedule an appointment for three consecutive months, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

Client Bill of Rights

People receiving services for a developmental disability, mental health, or substance use have rights under Wisconsin and Minnesota law.

- Information about their treatment and care.
- Participate in treatment planning.
- Prompt and adequate treatment.
- Refuse treatment and medicine (unless it's court-ordered).
- Record privacy and access
- Challenge the accuracy, completeness, timeliness, and relevance of record entries.
- Have their information kept confidential.
- Not have their records released without consent. (This right that may be limited or denied as explained above)
- See their records.
- View medicine and treatment records. (This right that may be limited or denied as explained above)
- Learn more about treatment record confidentiality
- Contact public officials, lawyers, or patient advocates.
- Be free from retribution for filing a complaint.
- Be told of costs for their care.
- Be told of their rights.
- Be treated with dignity and respect by provider.
- File a complaint about a rights violation.
- Expect that the provider has met the minimal qualifications of training and experience required by state law
- Examine public records maintained by the Board of Behavioral Health and Therapy that contain the credentials of the provider
- be free from being the object of unlawful discrimination while receiving counseling services; have access to your records [For MN as provided in part 2150.7520, subpart 1, and Minnesota Statutes, section 144.292, except as otherwise provided by law; For WI as provided in Wis. Stat. § 51.30]
- terminate services at any time, except as otherwise provided by law or court order.

