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## **Clinic Information and Consent Policies**

### **Overview of Therapy**

Therapy varies depending on the therapist, the client, and the client's particular situations and goals. Your therapist may use many different methods to treat you and work towards your goals. In order for therapy to have the best outcome, you will likely have to invest energy in the process and work actively on your goals, both during and between our sessions. Therapy can have benefits and risks. The risks may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety, or frustration when discussing aspects of your life or situation. If you have a history of trauma, risks can include flashbacks, feeling emotionally overwhelmed, dissociation, and nightmares after session. Research shows psychotherapy to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, and significant reductions in feelings of distress. However, it is impossible to predict or guarantee what you will experience.

Your first few sessions will involve an evaluation of your situation and needs, we will also discuss your goals. During this time, you and your therapist together will decide if your therapist is the best person to provide you with therapeutic services. Therapy can involve a significant investment of time, energy, and money so it is important you select a therapist you are comfortable working with. If at any time you have questions about any aspect of your work with your therapist, please discuss with your therapist. If you decide you do not want to continue in therapy, please inform your therapist. We do recommend a final session for closure. If you want help finding another therapist or other appropriate resources, we will happily assist you in doing so.

### **Crisis Response and Contacting Your Therapist**

Your therapist is often not immediately available by phone because we do not answer the phone when in session with clients. Feel free to leave a voicemail and your therapist will get back to you within 5 business days (Monday through Friday). We will make every effort to return your call as soon as possible (usually within a few hours and almost always within 24 hours Monday through Friday). 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 us know in advance. At times when your therapist will be unavailable for an extended time, you will be provided with a backup therapist to contact if necessary. Outpatient mental health services are consultative in nature; we are not equipped to handle emergencies. Please call the Crisis Connection 612.379.6363, 911 or go to the nearest hospital emergency room if you are in crisis.

Phone consultations with clients, or parents of clients, during or after business hours, are not a part of the services we are able to offer at Arden Shores Counseling. 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 Arden Shores services are always available free of charge for our clients, with your signed authorization for release of confidential information.

### **Emailing or Text Messaging Your Therapist**

Electronic communication (email and texting) is a commonly used way of exchanging information, however, there is no guarantee that this form of communication is secure. Arden Shores Counseling cannot ensure the security or privacy of the information exchanged. Email is not an appropriate means for communicating about your therapy or about a mental health emergency.



If you want to email your therapist please confirm their policy and preference since each clinician's preference may vary.

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. Our computers are equipped with a firewall, virus protection and passwords, and we also password-protect and back up all confidential information from computers (stored off-site) on a regular basis. You should also know that any email or text messages your therapist receives 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. Please notify your therapist if you decide to avoid or limit, in any way, the use of emails, cell phones SMS (text), faxes, or storage of confidential information on computers. If you communicate confidential or private information via SMS (text) or email, we 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 your therapist and our clinic will honor your desire to communicate on such matters via email or text messaging. Please do not use email or faxes for emergencies. Due to computer or network problems, emails may not be deliverable, and your therapist may not check my emails or faxes daily. We prefer to use email to arrange or modify appointments only. If you email me content related to your therapy sessions, please note that email is not completely secure or confidential. If email communication outside of therapy requires more than 5 minutes to read and respond to, I may charge for my professional services rendered in 15-minute increments. Please indicate if you intend to pay these charges, or I will save it for review during your appointment time.

### **Social Media Policy**

Please note that Arden Shores Counseling is on various social media websites as a way to market the services we offer. To protect your confidentiality Arden Shores Counseling encourages you to consider the public nature of social media before liking, fanning or following our social media postings. Messaging on Social Networking sites such as Twitter, Facebook, Google+, 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 contact your therapist or our clinic administrator who can help clarify questions you may have.

### **Financial Responsibility**

Most health insurance plans include behavioral health coverage; however, the exact coverage varies widely with the different health insurance plans. Clients are responsible for services received not covered by insurance; therefore, we strongly recommend you call your insurance company to verify your coverage. When you call your insurance company, ask to verify your coverage for outpatient mental health. It is also your responsibility to keep us up-to-date with any changes in your benefit plan and/or insurance coverage.

### **Cancellation Policy**

Please give a 24-hour notice if you will not be able to keep an appointment. If you do not give a 24-hour notice, you will be charged a \$50 fee. This is not billable to insurance companies and



you will be required to pay it, unless you make other arrangements with your therapist. Kindly phone us with cancellations as soon as possible to avoid late cancellation fees, and out of respect to others who may need that appointment time. Late fees (\$50) will be charged same day to your credit card on file, after the appointment time has passed.

### **Attendance and termination**

If you are late to your appointment please attempt to notify your therapist by phone or email. Therapists reserve the right to refuse to see a client if more than half of the session is missed. Client are encouraged to reschedule missed appointment as soon as available to maintain care. Client who demonstrate a pattern of missed or late appointments maybe subject to discharge of care from their therapist or restricted appointment times until attendance improves. We will make the effort to provide services to meet our clients' needs, however sometimes the service or availability does not appear to be a good fit, and your therapist may offer a referral to a therapist who may be a better fit.

### **Cases Involving the Legal System**

Our services are not to be utilized for testimony, custody disputes, disability or any other form of court evaluations. We are happy to refer you to other providers in the area who provide these services should you require any court evaluation or testimony. Should we be subpoenaed or mandated by the courts to testify, you will be required to pay all fees 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 requires the client (or your lawyer) to be billed directly, as insurance will not cover these charges. 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. In divorce case with minor clients (under age 18) we require that both parents agree to therapy and both sign a "Safe Harbor form" before the minor can be seen.

### **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 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 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 check in with the therapist.

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. We believe it is best to identify and resolve potential parental conflicts or disagreements before treatment begins. 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. Arden Shores Counseling recommends 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.
- The therapist of your child has the primary responsibility, as your child's therapist, 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).
- We 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.
- We 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:
  - We 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.
- We are not responsible for routine communication with parents who do not attend appointments and we cannot routinely contact the non-custodial parent after each appointment. We are unable to send a summary letter, note, or e-mail after each appointment. 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.

*Arden Shores Counseling, LLC, reserves the right to change the policies, practices, and procedures described in this document. We will notify you in writing of any significant changes. My signature below indicates I am consenting to treatment at Arden Shores Counseling, LLC, and have received and understand the contents of the clinic's counseling Policies. If I have questions, the information has been explained and/or summarized for me.*

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Signature (Client or Legal Guardian if client is under 18)

Date