



Mindful Way Counseling, LLC
Individuals ◦ Couples ◦ Families

Phone: 612-389-2332

Fax: 612-389-2338

www.MindfulWayCounseling.Org

New Client Counseling Policies

Please read through these policies thoroughly.

Once you sign the signature page, you agree to abide by all the policies outlined herein, consent to treatment, and understand all of the policies within including benefits and risks of counseling, so please read thoroughly.

About Mindful Way Counseling, LLC:

We welcome you to Mindful Way Counseling, LLC. We appreciate the opportunity to provide you with a wide range of mental health services. Mindful Way Counseling, LLC is a Limited Liability Company (LLC) in the state of Minnesota.

About your Therapist:

Your therapist is a private practice contracted therapist offering services at Mindful Way Counseling, LLC. Everyone providing services within Mindful Way Counseling, LLC operates independently, and as such, **your therapist is who you should contact if you have any questions at any time.** Your therapist may be contacted in the following ways:

612-389-2332 Ex: _____ @MindfulWayCounseling.Org

Your therapist has an advanced degree and holds an license to practice therapy in the state of Minnesota, or your provider is working under the supervision of a board approved supervisor, while working toward licensure or an advanced degree. Your therapist offers a variety of treatment modalities which may be found on the website therapist biography and further discussed at your intake appointment.

Appointment Scheduling and Length:

Appointments will be scheduled through your therapist, including dates and times. If you are using insurance, the length of your therapy session is dictated by medical necessity and insurance guidelines.

Insurance Billing:

Coverage for therapy varies according to a person's plan and the insurance company. Mindful Way Counseling, LLC and your therapist will gladly file insurance claims with the understanding that if your insurance plan does not cover therapy, you will be financially responsible for all services rendered at your own expense.

If your insurance changes, you must notify Mindful Way Counseling, LLC immediately, or you risk full financial responsibility for any services rendered after the insurance change. Mindful Way Counseling, LLC is not responsible for and reserves the right to not retroactively submit claims to a different insurance company if the clinic was not notified of the insurance change prior to the date of service. **It is the client's responsibility to maintain up to date insurance information on file at all times.**

Mindful Way Counseling, LLC will verify your insurance, **however, this is a courtesy and not a guarantee of benefits or coverage.** Verification occurs through contacting your insurance company, and therefore it is the insurance company who is responsible for the information provided during the verification. It is the client's responsibility to understand their benefits and the client is therefore financially responsible for services not covered by insurance or covered at a rate different than initially understood based on verifications.

Insurance companies often require information to continue covering your services, including a process of information gathering called Coordination of Benefits (COB). Should your insurance request this information, you must contact your insurance company directly to provide the requested information as soon as possible. If this is not done, all claims will be denied and will revert back to your full financial responsibility. You must notify Mindful Way Counseling, LLC if the insurance company has requested information for COB

and provide notification that you have completed this request so that Mindful Way Counseling, LLC may re-verify your insurance and prevent continued denials of your claims. If Mindful Way Counseling, LLC finds denials based on a client's lack of updating the COB, the client is financially responsible for all sessions that have been denied.

Financial Responsibility:

Mindful Way Counseling, LLC is a fee for service provider and small business. As such, **you are responsible for paying all fees for services at the time of the service**, including co-pays, *estimated* deductible payments, or co-insurance payments for in network insurance, or full fee-for-service payments for out of network benefits or private pay. Mindful Way Counseling, LLC is legally responsible for collecting copays, deductibles, or co-insurances. Waiving these fees is against the contract Mindful Way Counseling, LLC holds with your insurance company, is therefore considered insurance fraud and is illegal.

All contracted insurance companies provide a cost estimation tool to allow collection of such fees, so that payments may be collected immediately at the time of service. As this is an “*estimation*”, actual coverage may vary once the claim processes. You are responsible for any remaining balance if this occurs, and this must be collected prior to your next appointment or within 2 weeks of the receipt of the Explanation of Benefits, whichever is sooner. If an overpayment has occurred, this will be applied to your next appointment or refunded within 30 days if you have terminated therapy.

Any claims that are denied by your insurance *immediately* become your sole financial responsibility and must be paid in full, including claims for services where clients have not informed us of all insurance information prior to their appointment. Payments may be made through cash, check, debit, credit card, or prepaid credit cards (HSA). Checks must be made to Mindful Way Counseling, LLC. Please note that there is a **\$50 fee** for returned or bounced checks. Should this occur, no further checks will be allowed. Failure to pay expected fees could risk termination of treatment and the settlement of any unpaid fees will be turned over to a collection agency. Receipts/Statements may be provided upon request, no more than quarterly, *only once a claim has processed*.

If the client is a child, please be discrete in discussions of payments as children should not be involved in the payment process

Private Pay Fee Structure:

Code	Service	Fee Submitted to Insurance / Licensed Private Pay Fee	“Pre-Licensed” Private Pay Fee (as available)	Intern Private Pay Fee (as available)
90791	Intake/Diagnostic Assessment (annual)	\$275	\$225	\$170
90847/ 90846	Family Therapy with or without client present & Couples Therapy	\$200	\$140	\$110
90832	Brief Therapy (30)	\$125	\$110	\$85
90834	Standard Therapy (45)	\$160	\$130	\$100
90837	Extended Therapy (60)	\$230	\$175	\$140
90785	Complexity in therapy (i.e. play, EMDR, etc.)	\$30	\$25	\$17
90839 /90840	Crisis Psychotherapy & Crisis add on (per 30 minutes)	\$230 + \$110	\$170 + \$85	\$140 +\$70
N/A	Telehealth – Phone calls are always private pay	Prorated to above	Prorated to above	Prorated to above

Other fees charged by ALL clinicians regardless of training: not billable to insurance

1. Summary of Treatment or Letters, per item: \$25+
2. Professional Consultation Services, per 60 minutes \$250+
3. Late Cancellation Fee: \$85
4. Missed Appointment Fee: \$100
5. Returned Check (NSF): \$50
6. Court Appearances, per 15 minutes of time away from the office: \$250
7. Court Preparation (client discussion, case review, reports, responding to lawyers, etc.), per 15 minutes: \$250
8. Retainer for court involvement (due 2 weeks in advance, checks not accepted): \$2000
9. Record Copies: Fees follow the maximum allowed *Minnesota Department of Health at any given time, listed as \$21.88 for processing and*

Fee For Services:

Every time you schedule an appointment with your therapist you understand that you are entering into a contract with Mindful Way Counseling, LLC and your therapist for the professional time of your therapist. This means and includes the direct therapy service, only if you arrive to your appointment on time and within the limits of the polices within this agreement. The contract for the time also includes time when you are not present in the office, for which you may not be aware that the therapist is working on your behalf. The professional time includes the actual time in session per this agreement, time spent outside of session by the therapist to prepare for a session or documenting sessions, notes, coordination of care, confidential consultations with supervisor or professional colleagues, and 3rd party payer authorizations. When you miss an appointment, your therapist has still worked on your behalf.

Cancellation and Late Attendance Policy:

It is required that you provide **more than 24 hours advance notice of cancelation** to be released from the contract for your therapist's time and services of preparation for your session. **If you fail to cancel your appointment more than 24 hours in advance, you will be charged a Late Cancellation Fee** for your appointment time. **If you fail to cancel your appointment within 3 hours or do not show up for your appointment, you will be charged a Missed Appointment Fee** for your appointment time. Being prompt to therapy is also required for progress and to ensure that your appointment may be submitted to insurance if you are using insurance. Therefore, ***if you are more than 12 minutes late, this is considered a Missed Appointment.*** See the fees below. In accordance with the policies with Mindful Way Counseling, LLC, all clients must authorize a credit card to be on file and to be charged for any late cancellations or missed sessions in addition to fees for sessions attended.

If you have a missed appointment for your first appointment, Mindful Way Counseling, LLC reserves the right to refuse to reschedule you for any future appointments at Mindful Way Counseling, LLC.

Legal and Court Policies:

Mindful Way Counseling, LLC does not begin new therapy cases with clients who are currently engaged in court proceedings and can provide you with a referral for a clinic who is better suited to your needs.

Mindful Way Counseling, LLC requires that all clients waive the right to subpoena any therapist to court. By signing the policies agreements you acknowledge and agree not to have anyone at Mindful Way Counseling, LLC subpoenaed to court. This policy is set in order to preserve the integrity of the therapeutic progress and relationship with you and/or your child(ren).

Mindful Way Counseling, LLC does not handle any court or legal matters including disability (short term or long term) determinations, custody or parenting evaluations, and does not perform other court evaluations on behalf of clients. In agreement with these policies, you agree not to use Mindful Way Counseling, LLC for this purpose, as Mindful Way Counseling, LLC providers are not trained to engage in court involvement. Clinical documentation is maintained for psychotherapy and associated services are meant to assist individuals in management of emotional symptoms and increasing skills to alleviate any associated problems. No services or documents are for the purpose of legal matters. Court appearances often damage the trust and confidentiality that the relationship is built on and because the documents are not maintained for court purposes, these documents and testimony may not provide the outcome a client hopes for.

In the event that a Mindful Way Counseling, LLC therapist is court ordered or served with a subpoena in a court matter related to you or your family, to testify before a court, arbitrator, deposition, or other hearing, whether expected to be an expert or present statements of fact from therapy, the client will be responsible for all services. Fees are listed above in the fee structure, and are prorated to the nearest half hour. These services may include (but is not limited to) all related activities including meals, parking, travel, time spent reviewing documents and records, writing reports, preparation and consultation, speaking with lawyers. Based on the high volume of work related to court and legal matters, clients additionally agree to pay a retainer fee, listed above in the fee structure, two weeks prior to any involvement.

Minors:

When the identified client is a minor, therapists at Mindful Way Counseling, LLC are considered a support to the minor. This is not congruent to a dual role of parent evaluator, custody evaluator, or mediator. These issues are handled by specialists who are not providing therapy to the minor. Dual relationships are against the ethics of all licensing boards and the therapists providing services at Mindful Way Counseling, LLC will not engage in these services with therapy clients.

Minors have a right to privacy as they work within therapy. Therefore, therapists will maintain confidentiality of therapy services for minors. Parents are asked to honor the minor's confidentiality. It is understandable that parents would like their children to make progress and likely have significant ideas about what clients should be talking about or focusing on and may want to enforce these ideas. However, this is generally not in the client's best interest. Parents are more than welcome to share these concerns with the therapist instead. It is a minor's right to not disclose information and details about their therapy sessions to anyone if that is their preference. Therapists will maintain confidentiality of the content of therapy. Therapists will discuss with parents the parental concerns, provide recommendations for the parent regarding these concerns, share how the client is or is not engaging in the therapy process, and if the minor is making progress or not. Additional information may be shared at the discretion of the minor and therapist. Parents are entitled to understand the broad nature of the minor's problem in addition to the method and goals for the course of treatment. If there are any safety concerns, the therapist will share information as mandated by the law. It is requested that if parents have a significant concern regarding their child, especially as relates to their health or safety, that parents schedule a parent appointment with the therapist to notify the therapist as soon as possible.

When you consent to treatment of your minor child, you agree to do your best to abide by their privacy and schedule appointments with the therapist regarding concerns for significant problems, safety, or to get recommendations for parents relating to their concerns about the minor client.

Minors with Shared Custody:

In cases with joint custody, **both parents are required to authorize and sign for treatment of the minor client prior to scheduling any therapy services.** A medical doctor is allowed to override the two-signature policy when unavailable, and when deemed medically necessary. A copy of the custody decision must be maintained for the mental health record to show that only one parent has sole physical and legal custody or if legal guardianship is not with the parent(s). All communication with anyone in the family becomes part of the health record and may be seen or shared with other family members who have access to this information.

Minnesota State Law allows parents with legal custody to have information regarding their child's health record. Minnesota State Law also allows for health record access to be restricted to protect a child's ability to have privacy, and it is rarely in the best interest in a child to have these records read by parents. Parents are encouraged to instead schedule appointments to discuss progress and concerns.

Custody: Therapists are not custody evaluators. See above sections: Minors, Legal and Court Policies, and Fee Structures.

Financial Responsibility: The parent who registers the minor client becomes responsible for all financial agreements made within. It is then up to the parents to determine how reimbursements may or may not be provided to the parent who has paid for services. This parent is responsible for all fees including late attendance, late cancels, and missed appointments, even if the the appointment falls within the other parent's parenting time and/or parents previously arranged that the other parent was going to bring the child to therapy. The parent who registers the minor client is financially responsible for all services and parents will manage any further details of these fees, including reimbursing the responsible parent, on their own. The therapist will not coordinate fees between separated parties or manage disagreements about these fees between the parties.

Communication: Mindful Way Counseling, LLC welcomes any family member including custodial parents, caregiving grandparent, step-parent, etc. Release of Information forms must be provided in order to include additional parties beyond those with custody. Routine communication will be held with the parent(s) who attend the therapy session(s). If a parent does not attend therapy sessions, therapists are not responsible to engage in routine communication outside of therapy sessions. It is the expectation that parents, regardless of their relationship status, be in communication with one another if they are unable to attend therapy sessions.

Mindful Way Counseling, LLC Notice of Privacy Practices:

Your information. Your Rights. Our Responsibilities.

This Notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

Your Rights:

When it comes to your health information, you have certain rights. These include:

- A right to receive an electronic or paper copy of your medical record.
 - You can ask to see or receive a copy of an electronic or paper copy of your medical record and other health information we have about you. We will provide a copy or a summary of your health information within a reasonable time. You will be charged for each page copied as outlined in the fee schedule listed in the patient policies.
- A right to ask us to correct your medical record.
 - You can ask us to correct health information about you that you think is incorrect or incomplete. We may say “no” to your request, but we will tell you why in writing within 60 days.
- A right to request for us to contact you confidentially.
 - You can ask us to contact you in a specific way (for example, home vs. office phone) or to send mail to a different address. We will say “yes” to all reasonable requests.
- A right to ask us to limit what we use or share.
 - You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. You must complete an insurance opt-out form. We will say “yes” unless a law requires us to share that information.
- A right to get a list of those with whom we've shared information.
 - You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide on accounting a year for free, but will charge a reasonable, cost-based fee if you ask for another one within 12 months. This fee will be a prorated charge for the time it takes to review your case, create the accounting, provide it to you at the rate of a 90837 therapy appointment as outlined in our fee schedule in the policies. A right to get a copy of this privacy notice. You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
- A right to file a complaint if you feel your rights are violated.
 - You can complain if you feel we have violated your rights by contacting us using the information provided here: contact Mindful Way Counseling, LLC at Contact@MindfulWayCounseling.Org, 612-389-2332 ext 7, or for a written complaint: 1250 Moore Lake Drive East, Suite 152, Fridley, MN 55432. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W. Washington, D.C. 20201, calling 1-877-696-6775 or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. Please do not contact us with any concerns before elevating your complaint to this level. We will not retaliate against you for complaining or filing a formal complaint to us or the U.S. Department of Health and Human Services.

Your Choices:

- For certain health information, you can tell us your choices about what we share.
 - If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want to do and we will follow your instructions. In these cases, you have both the right and choice to tell us not to:
 - Share information with your family, close friends, or others involved in your care.
 - Share information in a disaster relief situation.
- *If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to less a serious and imminent threat to health or safety.*
- In these cases we will never share your information unless you give us written permission:
 - Marketing purposes, fundraising, and sale of your information: we do not use health information for these purposes.
 - Most sharing of psychotherapy notes.
 - Minnesota Law also requires consent for most other sharing purposes.

Our Uses and Disclosures:

- How we typically use or share your health information:
 - **We typically use or share your health information in the following ways:** We need your consent before we disclose protected health information for treatment, payment, and operations purposes, unless the disclosure is to a related entity, or the disclosure is for a medical emergency and we are unable to obtain your consent due to your condition or the nature of the medical emergency [Minn. Stat. 144.293, subd. 2 and 5]
 - **We use your information to treat you:** we can use your health information and share it with other professionals who are treating you only if we have your consent. We can only release your health records to health care facilities and providers outside our network without your consent if it is an emergency and you are unable to provide consent due to the nature of the

emergency. We may also share your health information with a provider in our network [Minn. Stat. 144.293 subd. 2 and 5] Example: a therapist treating you asks another therapist treating you about your overall mental health condition. Some of these authorizations are included in the intake paperwork including consent for treatment, authorization for billing to 3rd party payers (insurance), administrative tasks within Mindful Way Counseling, LLC, and consultation for improved health care services. In other circumstances you will have the opportunity to consent to disclosure through an authorization for release of information form. All clinical reports (diagnostic assessment, treatment plan, session notes, discharge notes) will require a written authorization prior to release of these records outside of Mindful Way Counseling, LLC. At times, 3rd party payers will audit your clinical record, which is covered under the authorization within the intake forms if you are choosing to use a 3rd party payer, unless otherwise revoked.

- **We use your information to run our organization:** We can use and share your health information to run our practice, improve your care, and contact you when necessary. We are required to obtain your consent before we release your health records to other providers for their own health care operations [Minn. Stat. 144.293 subd. 2 and 5] Example: we use health information about you to manage your treatment and services.
- **We use your information to bill for services:** We can use and share your health information to bill and get payment from health plans or other entities only if we obtain your consent. [Minn. Stat. 144.293 subd. 2 and 5]. Example: we give information about you including your records to your health insurance plan so it will pay for your services.
- Other Uses and Disclosures: We are allowed or required to share your information in other ways- usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.
- Public Health and Safety.
 - To comply with the law: we will share information about you if state or federal law require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law [Minn. Stat. 144.293 subd. 2]
 - We can work with a medical examiner or coroner: we can share health information with a coroner and medical examiner when an individual dies. We need consent to share information with a funeral director. [Minn. Stat. 390.11 subd. 7 (a)]
 - We can address workers' compensation, law enforcement, and other government requests. We can use or share health information about you: For workers' compensation claims. For law enforcement purposes or with a law enforcement official with your onset, unless required by law. [Minn. Stat. 144.293 subd. 2] With health oversight agencies for activities authorized by law. For special government functions such as military, national security, and presidential protective services with your consent, unless required by law. [Minn. Stat. 144.293 subd. 2]
 - We can respond to lawsuits and legal actions. We can share health information about you in response to a court or administrative order or in response to a subpoena. [Minn. Stat. 144.293 subd. 2]

Business Associates Disclosures: All those performing ancillary administrative service for Mindful Way Counseling, LLC, referred to as Business Associates, sign and enter into a HIPAA compliant Business Associate Agreement so that your privacy is ensured at all times as they encounter any health information. All staff and therapists providing services with Mindful Way Counseling, LLC are obligated to maintain this confidentiality whether the PHI is within your documents and information shared to administrative staff.

Consultation and Supervision: As professional and associate professional counselors, there is a need to consult with professional supervisors and/or a professional peer on the services that are being provided in order to ensure you are receiving the best services possible. This may include details of your case and may include information shared via cell phone or email. All professional peers and supervisors are bound by the same legal and ethical rules of confidentiality. As a group practice with staff, shared office space, record storage, and voicemail system, there may be incidental disclosures of PHI within the clinic. All clinic staff, therapists, and business associates are bound by confidentiality and will therefore maintain your confidentiality as well.

Administrative and support staff and services: will have access to your information as it relates to scheduling, billing to 3rd party payers (insurance), reports and statements, consultation, and other related tasks.

Electronic Communication: including electronic communications include limitations of your confidentiality. Email, texting, and cell or other phone communications cannot be guaranteed confidential. These means of electronic communication are considered "non secure". You have the right to communicate electronically about appointments and billing information if you so choose.

Unpaid Payments: a collection agency may be utilized who will then have access to your information.

Minors in therapy: Minors have limited rights to privacy because parents do have access to the clinical record. If the therapist has reason to believe that sharing the minor's information to parent(s) would cause any type of harm to the minor, confidentiality would be maintained for the minor's protection within the allowances of the Minnesota state laws. Minors do have the right to full confidentiality in engaging in therapy services for pregnancy, sexually transmitted diseases, and drug or alcohol treatment, without question.

We also follow other state laws:

- We will never share any substance abuse treatment records without your express written permission. In our authorization for release of information forms substance abuse must be selected specifically in order for this to be released.
- In Minnesota, we need your consent before we disclose protected health information for treatment, payment, and operations purposes, unless the disclosure is to a related entity, or the disclosure is for a medical emergency and we are unable to obtain your consent. [Minn. Stat. 13.386, 254A.09]

Our Responsibilities:

- We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind. For more information, see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice:

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office and provided in an appointment or electronically.

Effective Date: 10/01/2018

Release of Records:

The client record is the legal property of Mindful Way Counseling, LLC. Clients may have access to the information, except when deemed harmful to the client's wellbeing, per Minnesota Law.

While Mindful Way Counseling, LLC works to maintain your confidentiality, as described above, when insurance is involved, confidentiality cannot be guaranteed. The insurance company must receive information about the client in order to use the insurance benefits as requested by the client. If the insurance is provided by an employer, Mindful Way Counseling, LLC does not communicate directly with the employer, but the insurance company and employer may share information that is out of the control of Mindful Way Counseling, LLC. By choosing to use insurance benefits, you acknowledge understanding of this limited confidentiality. Records may also be available to government agencies, possibly become classified, including adoption, legal investigations, certain medical information, and information surrounding reports of suspected abuse/maltreatment of children or vulnerable adults including who reported this and other associated information.

If the records are requested to be forwarded, using a written release of information, a copy of the record may be made. According to the Minnesota Department of Health, the maximum fees for copying and processing the records will be applied, listed as \$21.88 for processing and \$1.64 per page, as of 2023. Rates subject to change per MDH.

Unattended Minors:

Mindful Way Counseling, LLC is not responsible for any unattended minors. There is no supervision to the waiting room and minors should not be left unattended. It is up to caregiver to take responsibility for the minor's location, behavior, and safety. The waiting room is to be a calm, welcoming, and quiet atmosphere for everyone who comes to Mindful Way Counseling, LLC. Out of respect for others in the waiting room, and for the safety of the minor, please make other arrangement for children, this may include having another adult sit with the child or getting childcare during your appointment.

Communication Policies:

Email: Email cannot be guaranteed a secure means of transmitting/receiving your PHI and while all attempts are made to maintain your confidentiality, it cannot be guaranteed. You may choose to forgo this electronic system if you choose. Use of email should be for scheduling and payment issues only, whenever possible. You may email us about anything you wish, but by doing so you are accepting the risk and limit of your confidentiality by using email. If you send email not regarding scheduling or payments, that are longer than a brief paragraph (2-3 sentences), this email will be reviewed in your next session, unless your therapist extends an additional fee-for-service email contract, which is outside the limits of the policies of Mindful Way Counseling, LLC. Email is checked throughout the week during therapist's scheduled hours, unless on vacation. Your therapist will not respond to personal and clinical concerns by email as these should be addressed in session.

Telephone: Phone communication cannot be guaranteed as confidential forms of communication. The only method HIPAA acknowledges as a secure way to have a phone conversation is when both parties are talking on a landline phone that is hardwired from handset to wall. In this day and age, this is unrealistic. Mindful Way Counseling, LLC and therapists providing services within make every effort to ensure that phone conversations are held confidential within our ability to do so. If you would like to avoid this risk, it is advised that you only use this communication for scheduling appointments. Phone therapy sessions may available with some therapists, at your own risk, and contracted directly with the therapist and paid for through private pay.

Voicemail: Please be advised that voicemail systems are internet based and cannot be guaranteed confidential, although we take every measure to protect your confidentiality. It is advised that you not leave sensitive information on voicemail, rather utilize voicemail to

request a return call to schedule an in person appointment. Voicemail is password protected and secure to the best ability. It is checked throughout the week during therapist's scheduled hours, unless on vacation.

Texting: No therapeutic discussions may occur via text messaging, without exceptions. Doing so may be grounds for termination. Texting is not a private form of communication.

Social Media: In order to protect your confidentiality and in line with our professional ethics we cannot accept friend or connection requests from clients on any social media platform. Additionally, should you find a public account to follow, do not comment in any way that identifies you as a client. Should you choose to do so, you are accepting the risk of breaching your confidentiality. Your post may be removed in order to protect your confidentiality, if Mindful Way Counseling, LLC becomes aware of this.

Public/Social: In the case that you cross paths with your therapist in a public setting, in order to protect your confidentiality and the therapeutic relationship, it is Mindful Way Counseling, LLC's policy not to approach you or initiate contact with you. Certainly, it is your choice if you would like to approach your therapist to say hello, but we cannot guarantee your confidentiality if you do so.

EMERGENCIES:

Therapists are often not near their phone or available by phone, due to being with clients throughout the day. Therapists do not answer their phones when with other clients. At these times, you may leave a message, which will be returned as soon as possible. However, due to a therapist's schedule, the return call may take time. Therefore, in the case of emergencies, it is best that you call your local county crisis line, a crisis hotline or suicide prevention hotline, which your therapist can provide you the information for. Additionally, you should go to the hospital or call 911 if you are in an emergency situation and are unable to commit to safety. National Suicide Prevention Lifeline: 1-800-273-8255. National Council on Alcoholism and Drug Dependence Hopeline: 1-800-622-2255. Because of therapist's lack of availability, you should not rely on outpatient therapy for crisis needs. It is your responsibility to maintain safety or engage the correct level of care to do so as described above. However, if you are experiencing an increase in symptoms and would like to be seen at a higher frequency or sooner than your next appointment, please reach out and let your therapist know, as they can try to accommodate that within their availability as best they can. Please note, if there is an emergency and your therapist becomes concerned about your safety and wellbeing, your therapist may need to contact someone close to you (spouse, parent, emergency contact). If you cannot be reached and your emergency contact cannot be reached, the police may be called to do a wellness check on behalf of your safety.

Termination Agreement:

Clients who have not been seen in 30 days will be considered inactive. This means that your therapist will close your file and you will no longer be considered an active client. Alternative timeframes may be negotiated with your therapist under the following circumstances: you are in the maintenance phase of therapy, you have not been a safety risk to yourself or others in the last 120 days, and you have been in communication regarding your wellness within the 30 day period. No other exceptions will be made to this policy.

It is always preferable to have a final session before ending therapy in order to review and evaluate the progresses made. There are therapeutic benefits to proper therapy endings using a discharge session. All parents agree that minor clients will have at least one final, pre-planned, termination session before closing, as this is significant for minor clients.

Your therapist will provide you with other referral sources should you chose to continue therapy elsewhere, or if you should need additional referrals due to your file being closed due to inactivity before treatment goals being met, by sending you a discharge letter, email or portal message, or leaving a message on your voicemail. Please be fully assured that all clients in good standing may return to active therapy and can do so by contacting the clinic to make arrangements to resume the therapeutic relationship. Appointments will be contingent on availability of the therapist.

Benefits and Risks of Counseling:

Depressed mood and anxiety can be lifted, managed and alleviated. Through various therapy treatments, difficult feelings can naturally be resolved. Skills in relationships and communication improve. Develop and maintain a sense of balance in life, a sense of contentment, satisfaction, and skills for coping with life's challenges. Clarity of direction in and sense of self develops. Experiences of relaxation and relief from mental and physical tension may all occur.

Occasional uncomfortable levels of sadness, guilt, anxiety, frustration, loneliness, helplessness, or other negative feelings as part of the process of healing and finding balance. Often symptoms worsen before improving. Unpleasant memories may be recalled through the process. Significant others in one's life may have their own objections or negative reactions to a client's positive challenges. Overall, the benefits generally outweigh the risks. When you and your therapist are both committed to the process of counseling, with the understanding that therapy is not a "quick fix", transformational results are often observed. Your progress is directly related to the amount you put into therapy within and outside of your therapy appointments.

Client Bill of Rights:

All clients have the right to:

- Know the education, licensure path and level, competencies, and specialties of the provider, and will be notified in writing if the therapist is under the clinical supervision of another provider. All providers have met the minimal qualifications to provide counseling as required by state law including training, and providers can provide proof of credentials.
- Be informed of diagnosis and treatment plan.
- To participate in the decisions regarding the nature, scope, and length of the treatment, including the right to refuse treatment or discontinue at any time.
- To access after-hours emergency attention and will be provided with information to access such services to best suit the needs of emergent needs.
- To be made aware of all fees for services rendered and payment policies, including insurance and fee-for-service.
- To express concerns and grievances or recommend modifications to the care plan and services rendered.
- To have your patient records treated with confidentiality within the abilities listed within the policies, and except where required by law, the opportunity to approve or refuse the release of your records.
- To receive truthful and honest care by the provider.
- To be provided consultation, evaluation, treatment, and preventative care within a reasonable period of time.
- To have the freedom to report any illegal, unethical, or competency errors to the Clinical Director or State Board.
- To be treated by all staff with friendliness, courtesy, and respect.

Mindful Way Counseling, LLC welcomes clients of all walks of life and does not discriminate. We welcome all races, ethnicities, national origin, religions, genders, gender identities, sexual orientation, age, marital status, ability, or any other basis that would constitute illegal discrimination.

These policies are in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 USC 20000d Title XI of the Education Amendments of 1972, 20 USC 1681-1686 and s.504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, and the Americans with Disabilities Act of 1990, as amended, 42 USC 12101-12213 [Section 6, (I) (E)]

Questions and Concerns:

If you have any questions or concerns related to the Policies, you may discuss these with your therapist. We care about your satisfaction and would like to provide the best possible care. If you have any questions or concerns, please contact us at 612-389-2332 ext 7 or Contact@MindfulWayCounseling.Org or in writing at: 1250 Moore Lake Dr E, Suite 152, Fridley, MN 55432.

Hand Signature OR Signed on Portal

Date OR dated in portal

Hand Signature OR Signed on Portal

Date OR dated in portal