



Mindful Way Counseling General Policies

General Policies

*Adults (18+) must complete their own forms unless under legal guardianship with paperwork on file.
Minors must have a parent or legal guardian complete their forms.*

Name of person completing this form

Relationship to client

Self/Client

Father

Mother

Legal Guardian of adult or child client (paperwork of legal guardianship on record)

Other:

Client's Full Legal Name (first and last)

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, and the providers are independently contracted clinicians.

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:

- Secure messages in TherapyPortal
- 612-389-2332

Your therapist has a relevant degree in the field of psychotherapy, has a license to practice therapy and/or is a pre-licensed therapist or graduate level intern, eligible to practice therapy in the state of Minnesota. This information can be found on the clinician's bio on the website.

Your therapist offers a variety of treatment modalities which may be found on the website therapist biography and further discussed at your intake appointment.

Consultation:

Cases will be discussed with other counseling professionals within the Mindful Way Counseling case consultation meetings solely for the purpose of gaining additional perspective, input and treatment direction.

Supervision of Therapist Notice:

Mindful Way Counseling, LLC is a training clinic. All pre-licensed and graduate level interns are required, by law, to attend

regular supervision with a fully licensed therapist trained to supervise clinicians-in-training. These meetings are used to review client cases to assure quality and appropriateness of treatment. The supervisor is bound to the confidentiality agreement in the Mindful Way Counseling, LLC privacy practices.

Pre-licensed therapists and graduate level interns undergo a period of supervised clinical experience. During this period, they provide services under the supervision of a fully licensed, board-approved therapist, and are held to the same professional and ethical standards of a licensed professional.

If your provider is supervised, this information is provided on the provider bios on the website. Their supervisor can be reached using the Secure messaging feature, by selecting Administrative, and then "Supervisor Contact of pre-licensed/intern clinician". This will alert the supervisor of your message. ***If your provider is fully licensed, they are not under supervision, and this clause does not apply.*** This information can be found on the provider bio.

Clinician credentials, consultation, and supervision

_____ (initial here) My initials indicate I read and understand provider credentials, where to find them, and relationship to MWC, consultation and supervision (where applicable).

Telehealth Service Agreement:

This Telehealth Informed Consent indicates consent for distance-oriented mental health sessions, otherwise known as telehealth, which take place over a HIPAA compliant telehealth video conferencing platform.

For telehealth:

- Clients must find a quiet, protected space, where no one else will be present in the room, unless indicated to the therapist and discussed prior to the session.
 - *If a client arrives for the appointment in a public space, without having discussed this with the provider prior to the session, the client will be liable for a missed appointment fee.*
- Clients must be in the state of Minnesota during the time of any virtual visit. If the client is not in the state of Minnesota, the client must notify the therapist of the planned location prior to the session. Therapists cannot practice across state lines even if the client is a Minnesota resident, unless the provider is dually licensed in the state the client is traveling to or there is parity between states. As of 2024, most licensures have not established telehealth parity.
 - *If a client arrives for the appointment in another state, without having discussed this with the provider prior to the session, the client will be liable for a missed appointment fee.*
- No phone calls, texts, emails or web surfing will occur during the session.
- Sessions will not be recorded, copied, nor will screenshots be taken. If the therapist, for the purposes of their own training, plans to record any session in any way, a separate agreement would be sent ahead of appointments, and the client would get to choose whether to signed and agreed to that option.
- If there is a loss of connection over video, both the therapist and client will wait briefly for the other party to reconnect. If this becomes difficult or extended, the therapist will initiate a call to the client.

Telehealth Service Agreement

_____ (initial here) My initials indicate I read, understand, and agree to the Telehealth Service Agreement, including being in MN at the time of my appointment.

Appointments

Appointment Scheduling and Length:

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

Cancelation and Late Attendance Policy:

It is required that clients 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 Cancelation Fee for your appointment time. This fee will be \$85.00.

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. This fee will be \$100.00.

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**. This fee will be \$100.00.

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 or recurring missed appointments, Mindful Way Counseling, LLC reserves the right to refuse to reschedule you for future appointments at Mindful Way Counseling, LLC.

If a client refuses to pay the late cancellation or missed appointment fee or refuses the change with their credit card company, Mindful Way Counseling, LLC reserves the right to cancel all future appointments at Mindful Way Counseling, LLC.

Some therapists require longer notice and/or higher fees and will notify you if that is the case.

Appointments & Missed Appointments:

- To avoid fees, cancellations must be made more than 24 hours in advance.
- The full fee will be applied for notice that is within 3 hours of the appointment, no showing, or late arrival of 12 or more minutes.
- The partial fee will be applied for cancellations between 24 hours and 3 hours prior to the appointment.
- Fees are due at the time of the scheduled service.

Some therapists require longer notice and/or higher fees and will notify you in writing if that is the case.

Appointment, Cancellation, Late Arrival, and Missed Appointment Policies Consent

_____ (initial here) My initials indicate I read, understand, & agree to the policies including my responsibility for payment with my authorized card on file

No Unattended Minors at Mindful Way Counseling:

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 arrangements for children; this may include having another adult sit with the child or getting childcare during your appointment.

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.

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.

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.

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).

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 in the financial policies, and are prorated to the nearest fifteen minutes. These services may include (but are 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 in the fee structure in the financial policies, two weeks prior to any involvement.

Litigation Agreement

My records are for the purpose of therapeutic goals and not for any other reason and therefore would not benefit any court or legal proceedings (such as, but not limited to, divorce, custody, parent evals, injury, lawsuits). I will neither call on my therapist, nor will any lawyer or other service acting on my behalf call on my therapist, to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Litigation, Legal, & Court Agreement:

_____ (initial here) My initials indicate I read, understand, and agree to the Legal/Court policies, Litigation Agreement, and not involving MWC in legal matters.

Communication Policies:

Secure Messaging:

Mindful Way Counseling has secure messaging through the TherapyPortal. All messages are directed to your provider who is your point of contact for all questions, including administrative, scheduling, billing, and clinical questions. Messages sent that are not related to scheduling or billing will be reviewed and discussed at your next therapy appointment. Therapy cannot be conducted over written communication and is not a substitute for therapy appointments. ***Your provider may determine that an additional fee-for-service messaging contract, outside the limits of these policies, may be necessary if repeated extended messaging is engaged.***

Email:

Email is not a secure means of transmitting/receiving your PHI. We ask that you refrain from emailing our providers outside of the TherapyPortal secure messaging through the portal due to this. Should you choose to send an unsecure email, it is at your own risk.

Telephone:

Providers are typically not available by phone throughout the day and make take time to return phone calls. 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. Telephone calls should be limited to scheduling and billing questions. If you engage phone calls for clinical content, your provider may bill you for this time per the fee schedule via private pay, as this is not covered by insurance.

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.

No 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.

No 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 and Client Crisis:

You may always leave a message for your provider. However, therapists are often not available by phone throughout the day, as therapists do not answer their phones when with other clients. Due to a therapist's schedule, any return call may take time.

Therefore, in the case of crisis or emergency, it is best that you call your local county crisis line or 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: 988.

National Council on Alcoholism and Drug Dependence Hopeline: 1-800-622-2255.

Because of therapist’s lack of immediate 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.

Wellness Checks: 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 (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.

Communication Policies Consent

_____ (Initial here) Checkmark indicates I read, understand, and agree to the communication policies.

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. If the records are requested to be forwarded, using a written release of information, a copy of the record may be made.

In many but not all situations, a Minnesota law sets specific rate maximums for record release requests, which Mindful Way Counseling will follow as the rates for record requests. Record request fees may include review, retrieval and/or copying.

The maximum fees for record requests will be applied, per the MN Department of Health (MDH). The current fees, as of January 2026, according to MDH, are listed below. *MDH fees may change at any time, therefore the rates listed below are considered estimates, and the exact amounts will be determined based on the current MDH rules at the time of your record request and exact rates will be provided to you at that time. If applicable, postage will also be billed to you.*

As of January 2026, are listed as the following:

- For paper copies:
 - \$1 per page, plus \$10 for time spent retrieving/copying records, with the following additional limits:
 - \$10, *even if there are no records available*
 - \$30 for copies of records of up to 25 pages
 - \$50 for copies of records of up to 100 pages
 - \$50, plus an additional \$0.20 per page for pages 101 and above; or
 - \$500 for any request
- For electronic copies:
 - A total of \$20 for retrieving the records.

Mindful Way Counseling, LLC Notice of Privacy Practices (HIPAA):

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]
 - Per federal regulations, patient consent for use and disclosure of records (or testimony relaying information contained in a record) in a civil, criminal, administrative, or legislative investigation or proceeding *cannot* be combined with a consent to use and disclose a record for *any other purpose*. [42 CFR 2.31d]

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, per Minnesota and Federal Rules [Minn. Stat. 148F]. This consent may not be combined with any other consent forms, which may mean signing multiple consent forms to release your full records to the same entity. [42 CFR 2.31b]
- 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]
- In Minnesota, courts or laws outside of Minnesota that attempt to authorize subpoenas or investigation or enforcement of their state laws are *not* considered authorization under Minnesota law for release of records related to counseling services for the human reproductive system, including but not limited to services related to pregnancy, contraception, or the termination of a pregnancy. [Minn. Stat. 144.2935]

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: 1/16/2026

Privacy Practices (HIPAA) Receipt Acknowledgement

I acknowledge that I have received a copy of Mindful Way Counseling, LLC 's Patient Notification of Privacy Rights, as required by the Health Insurance Portability and Accountability Act (HIPAA), which describes how records and information about my treatment will be handled. I also can contact Mindful Way Counseling, LLC with questions about my records and information and how it is being handled.

HIPAA Receipt

_____ (initial here) My initials indicate that I have received and reviewed Mindful Way Counseling's Notice of Privacy Practices (HIPAA).

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)]

Confidentiality

Confidentiality will be maintained at all times within legal requirements of the State of Minnesota and ethical guidelines according to the Social Work, Marriage and Family Therapy, Behavioral Health, and Psychology Codes of Ethics.

Limitations to confidentiality

While Mindful Way Counseling, LLC works to maintain your confidentiality, as described above, there are limitations. These include:

- As mandated reporters, Mindful Way Counseling LLC providers are required to make reports of suspected abuse, neglect, or maltreatment of children or vulnerable adults, including who reported this and other associated information. Additionally, mandated reports applies to situations of imminent harm toward self or other, such as if a client gives reason to belief that they will harm themselves or others.
- When using insurance, some information will be provided to your insurance and insurance may request more information for the purpose of claims coverage.
- Records may also become available to government agencies, possibly becoming classified, including in cases of adoption, legal investigation, certain medical information including communicable diseases.

I have been informed of the limitations to confidentiality:

_____ (initial here) My initials indicate I have been provided information about the limitations to confidentiality and understand these limitations.

Benefits and Risks of Counseling:

Clients may benefit from counseling, whether in person or via telehealth, but results cannot be guaranteed or assured.

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. Benefits to telehealth may include improved access to care by enabling clients to remain at a remote site and obtaining services of a distant specialist or maintaining therapy sessions while unable to come into an office setting. The laws that protect the confidentiality of medical information also apply to telemedicine and great care is taken to protect your information and privacy using telehealth. As such, information disclosed during the course of telehealth therapy maintains the same general confidentiality as face-to-face appointments.

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. Risks of telehealth may include poor internet signal or technology failures that delay or interrupt the appointments or reduce the efficacy. The provider additionally does not have complete control over the environment that the client is in, and unauthorized persons have the potential to gain access to the therapy environment on the client's side.

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.

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 your independently contracted provider or their supervisor at 612-389-2332 and use the dial by name directory to find their extension, or by email or secure message on TherpyPortal, or in writing at: 1250 Moore Lake Dr E, suite 152, Fridley, MN 55432. If your provider is under supervision, you may also contact their supervisor whose name may be found in your provider’s bio on the website.

Consent for Treatment

I understand that there are certain risks involved, as outlined in the policies. I understand that I have entered into this therapeutic relationship voluntarily and may terminate treatment at any time, however there might be risks involved in terminating treatment early. I understand that there are no guarantees for treatment outcomes. I agree to hold harmless and indemnify the therapist and staff from any damages, suits, claims, or liabilities arising from this therapeutic relationship as I understand the nature of counseling and the risks involved.

_____ (initial here) My initials indicate I agree and give consent for psychotherapy and treatment by Mindful Way Counseling, LLC.

General Policies Document

_____ (initial here) My initials indicate I read, understand, and agree to the policies within this document, which will be followed in full.

Signature

I have read, understood, and agree to the items contained in this document.

Signature

*Handwritten signatures only. Two-parent consent requires handwritten signatures.
No digital or typed signatures will be allowed outside of the portal system.*

Date



Mindful Way Counseling Billing, Insurance, & Financial Policies

Billing, Insurance, & Financial Policies

Adults (18+) must complete their own forms unless under legal guardianship with paperwork on file. Minors must have a parent or legal guardian complete their forms.

Name of person completing this form

Relationship to client

Self/Client

Father

Mother

Legal Guardian of adult client (paperwork of legal guardianship on record)

Other:

Client Full Legal Name (First and Last)

Client Address (Line 1- street # & name)

Client Address - City, State & Zip Code

Address above is associated with:

Primary Insurance on file

Secondary Insurance on file

Credit Card (Regular)

Benefits Credit Card (HSA, FSA, etc.)

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 or met your out of pocket maximum for the year.

Any claims that are denied by your health insurance immediately become your financial responsibility and must be paid in full.

Payments may be made through cash, check, debit, credit card, or prepaid credit cards (HSA). Checks must be made out 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.

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

Receipts and Statements

As noted in the financial responsibility section, all fees are considered *estimated* until the claims have processed through insurance. We understand that benefit cards typically recommend that clients keep records of their payments through receipts in order to prove that the funds were utilized for medical expenses. We are able to provide receipts or statements *only after* the insurance claims have fully processed. This means that there will be a delay between when funds are due and when receipts and statements can be provided, due to claim processing time. Additionally, statements may be provided no more than quarterly. **Benefit accounts typically also allow clients to keep records by matching their credit card payments with their explanation of benefits, which can be found in your insurance portals.** This is another way to keep records that is available to you once claims have processed.

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 policies 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.

Fees Submitted to ALL Insurance as billed under Fully Licensed Clinicians at Mindful Way Counseling:

90791- Intake/Diagnostic Assessment: \$285

90847- Family Therapy with client/couple (45 minutes): \$200

90846- Family Therapy without client present (45 minutes): \$200

90834- Standard Therapy Session (non-trauma) (45 minutes): \$180

90837- Extended Therapy Session (often used for trauma, as well as other things) (53+ minutes): \$260

90832- Brief Therapy session (30 minutes): \$135

90785- Complexity in Psychotherapy (i.e. play, EMDR, etc.): \$35

90839- Crisis session (first 75 minutes): \$260

90840- Crisis add on (each 30 minutes added): \$130

Fully licensed clinicians bill the insurance rates for private pay clients. As well as:

Extended 90 minute sessions: \$275 (not billable to insurance)

Telehealth may or may not be covered prorated to above by insurance. Telephone is always private pay.

Private Pay reduced fees for pre-licensed clinicians:

90791- Intake/Diagnostic Assessment: \$225

90847- Family Therapy with client/couple (45 minutes): \$140

90846- Family Therapy without client present (45 minutes): \$140

90834- Standard Therapy Session (non-trauma) (45 minutes): \$130

90837- Extended Therapy Session (often used for trauma, as well as other things) (53+ minutes): \$190
90832- Brief Therapy session (30 minutes): \$110
90785- Complexity in Psychotherapy (i.e. play, EMDR, etc.): \$25
Extended 90 minute sessions: \$210 (not billable to insurance)
90839- Crisis session (first 75 minutes): \$190
90840- Crisis add on (each 30 minutes added): \$85
Telehealth may or may not be covered prorated to above by insurance. Telephone is always private pay

Private Pay reduced fees for intern level clinicians:

90791- Intake/Diagnostic Assessment: \$170
90847- Family Therapy with client/couple (45 minutes): \$110
90846- Family Therapy without client present (45 minutes): \$110
90834- Standard Therapy Session (non-trauma) (45 minutes): \$100
90837- Extended Therapy Session (often used for trauma, as well as other things) (53+ minutes): \$140
90832- Brief Therapy session (30 minutes): \$85
90785- Complexity in Psychotherapy (i.e. play, EMDR, etc.): \$17
Extended 90 minute sessions: \$155 (not billable to insurance)
90839- Crisis session (first 75 minutes): \$140
90840- Crisis add on (each 30 minutes added): \$70
Telehealth may or may not be covered prorated to above by insurance. Telephone is always private pay

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 rates at any given time. Postage may also be billed to you.*

**Contracted clinicians may adjust their rates and expected notification times higher for any of these items, and will notify clients in writing with any variations in policies from this document.*

If you are a private pay client and want to know which set of fees your provider will charge, please see the clinician's bio on the website and/or review the good faith estimate that you are provided for private pay services.
<https://mindfulwaycounseling.org>

Account Responsibility and Financial Responsibilities Policies:

I understand that I am financially responsible for services to Mindful Way Counseling, LLC and that payment is expected *at the time of the session*, without exception, for all private pay and commercial insurance clients (including estimated deductibles, co-insurance, co-pays, and cancellation/missed appointment fees). I understand that failure to pay the estimated and expected fees will terminate treatment and the settlement of any unpaid fees will be turned over to a collection agency, which will include a disclosure of my private information.

Financial Responsibilities Consent

_____ (initial here) My Initials indicates that I have read, understand, and agree to the Insurance Financial Responsibilities Policies

Credit Card Authorization

1. Credit Card (**Regular, non-benefit/ HSA/FSA/HRA type**)- all clients must have one on file at all times

Please note: Missed appointment and late cancellation fees cannot be charged to benefit cards (HSA/FSA/HRA). If you have a benefit card, you may enter it in the 2nd credit card section below, but we require a non benefit card on file at all times in case the benefit card does not have current funds for the therapy service or for missed appointment and late cancellation fees.

Card Holder Name

Credit Card Number

Expiration Date mm/ yyyy

CVV/Security Code

Credit Card Type

American Express
Discover
Mastercard
Visa
FSA
HAS
HRA

This credit card is associated with the address you listed at the top of this form?

Yes
Other:

2. Credit Card (Benefit card type: HSA/FSA/HRA)

*We will try to utilize this card first for all attended appointments, but **cannot** use this card for missed appointments. If this card is declined due to lack of funds or any other reason, your backup card will be utilized at that time for the appointment*

Card Holder Name

Credit Card Number

Expiration Date ## / #####

CVV/Security Code

Credit Card Type

American Express
Discover
Mastercard
Visa
FSA
HAS

HRA

This credit card is associated with the address you listed at the top of this form?

Yes

Other:

Payment Authorization

I hereby give consent:

- to keep all of the above credit card(s) listed on file;
- for my card(s) to be charged for any fees, such as *estimated* deductibles and coinsurance payments, co-pays, cancel fees, or other amounts determined by insurance or policies;
- I understand that all fees are due **at the time of service**, without exception. Mindful Way Counseling will utilize credit card payment methods on file without additional authorization;
- I may revoke the authorization in writing, which becomes active for **dates of service after** the revocation request;
- I understand that without an active card on file visits will be suspended until a new, active payment is arranged and on file.

Payment authorization and consent

_____ (initial here) My initials indicates that I have read and agree with the above statement for payment authorization of my listed credit card(s).

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 fully financially responsible for all services at your own expense.

If your insurance changes, you must notify Mindful Way Counseling, LLC prior to any therapy appointments that it would impact, 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.

Disclosure of Information to Insurance:

While Mindful Way Counseling, LLC works to maintain your confidentiality, however, confidentiality has limitations when insurance is involved. 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.

Insurance Billing Consent:

I consent and authorize Mindful way Counseling, LLC to bill to my insurance and release reasonably necessary information to do so. If I am choosing not to use insurance or do not have any, I will complete additional forms for that.

I understand that:

- insurance coverage is not a guarantee and that I am responsible for anything not covered by insurance or deemed retroactively not covered.
- for Mindful Way Counseling, LLC to bill to my insurance, if using insurance, that Mindful Way Counseling, LLC must share information about my treatment, diagnosis, and therapy appointments with my insurance company.
- by choosing to use my insurance and by signing this agreement, I waive my rights to confidentiality in regard to my insurance company, if using insurance now or in the future.
- my therapist will do everything in my therapist's power to release the reasonably minimum amount of information needed to bill to my insurance company. I release Mindful Way Counseling & its agents from any & all liability arising from release of information & records requested by insurance.

Insurance Billing Consent

____ (initial here) My initials indicates that I have read, understand, and agree to the Insurance Billing policies.

Insurance Information

1. Insurance Information #1:

Insurance Company (such as: BCBS, Aetna, United HealthCare, Medica, Cigna, HealthPartners, Surest, UMR, etc.):

Member ID

Group Number/ID

Does your Insurance Card list a PMI# or MA (Medicaid/Medical Assistance) ID# ? *These numbers are typically 10 numbers long and start with a 0. If so, enter your PMI or MA ID# here:*

Who is this policy under? (name of insurance subscriber)

Relationship to insurance subscriber

Address of primary insured (including city/state/zip)

Employer associated with insurance plan

Birthdate of insurance subscriber

Anticipated Deductible (\$) / Co-insurance (%) / Co-pay (\$) ?

When might I have more than one insurance policy?

1. Minors may be covered under:

- multiple parent's health plans (primary parent/caregivers, step-parents/caregivers) whether they are self insured or insured through work; and/or
- MN Medicaid or MinnesotaCare plans.

2. Clients between the ages of 18-26 may be covered under:

- their own work or a self insured plan,
- Medicare disability if certified disabled,
- TriCare/VA Benefits if the client has been in the military,
- multiple parent's health plans (primary parent/caregivers, step-parents/caregivers) whether they are self insured or insured through work,
- ***Clients between the ages of 18-26 should contact all parents (including step-parents) to confirm that their parents do not have any additional health insurance coverage for them.***

3. Adult clients (26+) may be covered under:

- your own work or self-insured plan,
- a partner's work or self-insured plan,
- MN Medicaid, MinnesotaCare, Medicare (whether via disability or via age qualification),
- TriCare/VA benefits if the client has been in the military

4. All clients may be impacted by dual insurance coverage during a job change- when insurance from a job the subscriber is leaving is still active, while the job the subscriber is starting starts the new benefits, and there is overlap in coverage. This must also be disclosed.

This list is not exhaustive, but has the most common examples of when people may end up with 2 or more active insurance policies at the same time.

2. Insurance Information #2:

ALL QUESTIONS BELOW ARE REQUIRED if you have 2 active insurance policies- the form will have to be completed again if not filled out completely

Is there an additional insurance policy?

Yes

No

Insurance Company (such as: BCBS, Aetna, United HealthCare, Medica, Cigna, HealthPartners, Surest, UMR, etc.):

Member ID

Group Number/ID

Does your Insurance Card list a PMI# or MA (Medicaid/Medical Assistance) ID# ? *These numbers typically 10 numbers long and starts with a 0.* If so, enter your PMI or MA ID# here:

Who is this policy under? (name of insurance subscriber)

Relationship to insurance subscriber

Address of primary insured (including city/state/zip)

Employer associated with insurance plan

Birthdate of insurance subscriber

Anticipated Deductible (\$) / Co-insurance (%) / Co-pay (\$) ?

3. Insurance Information #3:

ALL QUESTIONS BELOW ARE REQUIRED if you have 3 active insurance policies- the form will have to be completed again if not filled out completely

Is there an additional insurance policy?

Yes

No

Insurance Company (such as: BCBS, Aetna, United HealthCare, Medica, Cigna, HealthPartners, Surest, UMR, etc.):

Member ID

Group Number/ID

Does your Insurance Card list a PMI# or MA (Medicaid/Medical Assistance) ID# ? *These numbers typically 10 numbers long and starts with a 0. If so, enter your PMI or MA ID# here:*

Who is this policy under? (name of insurance subscriber)

Relationship to insurance subscriber

Address of primary insured (including city/state/zip)

Employer associated with insurance plan

Birthdate of insurance subscriber

Anticipated Deductible (\$) / Co-insurance (%) / Co-pay (\$) ?

Health Insurance:

Coverage by multiple insurance policies and Changes to the policies listed on file

Mindful Way Counseling is not associated with any insurance company, but rather has agreed to bill to your insurance company. We therefore are required to receive the information from clients ahead of appointments in order to be able to do that on your behalf. Without the complete and accurate information, we are not able to bill to your insurance or bill accurately to your insurance.

When clients have more than one active insurance policy, it is not up to Mindful Way Counseling or the client which insurance to bill or in what order. Insurance companies have special rules and policies to determine what to do when there are multiple insurances on record and determine the order in which they need to be billed. Mindful Way Counseling must follow this order of billing for the claims to be paid correctly.

Please note: If you have more than one active insurance policy, you must call all active insurances and notify them of any other active insurances that you have. This is called "**Updating my coordination of benefits**" and you can use this language when you call your insurance company. If you have Medicaid/Minnesota Care, you would need to call the insurances and the count / Medicaid / MinnesotaCare office and update them as well.

This is required in order for us to be able to see you and bill to your insurance.

Disclosure of my health insurance to Mindful Way Counseling:

- I understand that I must submit all active policies here, even if I believe I have submitted a policy in the past. **This form supersedes any prior forms, so all active policies must be listed.**
- I understand that I am required to disclose all active health insurance policies to Mindful Way Counseling, even if the policies are under the same insurance company or I believe that Mindful Way Counseling does not work with my other policy.
- I understand that failure to disclose all active health insurance policies to Mindful Way Counseling, will result in potentially denied claims.
- I understand that any denied claims, related to a failure to disclose all active health insurance policies prior to my therapy appointment date, will result in becoming fully financially responsible for any denied claims.
- I understand that Mindful Way Counseling is not responsible for or required to engage in retroactively billing of insurance claims when I fail to update Mindful Way Counseling of new, changed, or multiple active insurance policies *prior to* my therapy appointments.
- I therefore also understand that I must disclose any new or changed health insurance policy prior to my therapy appointment by completing the form located on the Mindful Way Counseling, LLC website: <https://mindfulwaycounseling.org/current-clients>
- If I do not complete the online form with my changes, I will be fully financially responsible for my appointment(s).

Health Insurance Disclosure Agreement:

Clients must disclose all active health insurance policies, prior to therapy sessions that would be impacted by any changes to insurance coverage or multiple health insurance coverage, at all times throughout my care. Clients will become fully financially responsible for any claim denials related to lack of disclosure or lack of on time disclosure of changed or multiple health insurance coverage.

Health Insurance Disclosure Policies and Agreement

___ (initial here) My initials indicate that I have read, understand, and agree to the Health Insurance Disclosure Policies and Agreement

Accurate Information Statement

The information that I have provided here is accurate and complete. I understand that if this information is different than what was previously provided to Mindful Way Counseling, this may delay my appointment(s).

If my information that was previously provided was *not* fully up to date or accurate (including all active insurance policies), **I must update that information here prior to the day of my appointment:** <https://mindfulwaycounseling.org/current-clients/> I understand that if the up-to-date/changed information is not provided to this update form online prior to my appointment, I will be fully financially responsible for my appointment(s).

Accurate Information Attestation

___ (initial here) My initials indicate that I have read, understand, and agree to the Accurate Information Statement.

Billing, Insurance, & Financial Policies & Payment Authorization:

I have read and understand that the policies within this document will be followed in full.

___ (initial here) My initials indicate that I have reviewed those policies, understand, and consent to the policies as stated in this document.

Signature

I have read, understood, and agree to the items contained in this document.

Signature

*Handwritten signatures only. Two-parent consent requires handwritten signatures.
No digital or typed signatures will be allowed outside of the portal system.*

Date



Mindful Way Counseling Minors in Therapy Policies

Minors in Therapy Policies

Name of person completing this form

Relationship to client

Father
Mother
Other:

Client's Full Legal Name (First and Last):

Therapist role with minor clients:

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 types of 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. Caregivers are asked to honor the minor's confidentiality. It is understandable that caregivers 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. Caregivers 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 caregivers the caregivers' 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.

Caregivers 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 caregivers have a significant concern regarding their child, especially as relates to their health or safety, that caregivers 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 caregivers relating to their concerns about the minor client.

Custody:

In cases with caregivers who are not together and hold joint legal custody, both caregivers 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 two-signatures are unavailable specifically when therapy is deemed medically necessary by the doctor.

If one parent holds sole legal custody or rights to engage in therapy services on behalf of their child, a copy of the custody decision must be maintained for the mental health record to show that only one parent has sole legal custody. If legal guardianship is not with the parents, this documentation must be maintained for the mental health record to show who is legally able to consent for treatment on behalf of the child.

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

Safe Harbor

The parties to this Safe Harbor agreement are parents, guardians, and any one with custody, and the therapist and supervisor, if applicable.

Goal of therapy and Safe Harbor:

The therapeutic goal is to permit children to have a place they deem safe to be able to speak about, and/or process through play, any apprehensions, concerns, angers, or issues without fear that what they say or show will interfere with or create problems in their relationship with any parent, guardian, or anyone with custody.

SAFE HARBOR:

In order to achieve this stated goal, all parties acknowledge the importance of the therapist's office being a safe harbor: a place where the child can truthfully be assured that what they say or play will not be disclosed to third parties without their consent or by the discretion of the therapist.

Agreement of safe harbor:

Therefore, to create a safe harbor for the child, the parties agree as follows:

1. No court/no depositions: Neither caregiver shall, nor will either caregiver permit his/her/their attorney to, subpoena the therapist or the notes to trial, deposition, or arbitration.
2. No interrogations: Neither caregiver shall, nor will either caregiver permit his/her/their attorney to demand answers from either the therapist or the child to answer questions about the content of therapy.
3. No disclosure: The therapist agrees that no information shall be divulged outside of the therapist discretion to any caregiver, attorney, Judge, or other third party, any matter relating to the content of the therapy with the child (except required disclosures under the Child Abuse Reporting Act, mandated reporting laws, or any other reportable safety concerns) without the child's explicit consent.
4. Enforcement: Any party, or his/her/their attorney, who seeks to interrogate or subpoena the therapist shall be liable for all attorney fees and cost incurred to resist answering discovery questions or to quash a subpoena, , including therapist time spent, at the rate listed under Court Preparation in the Billing, Insurance, & Financial Policies.

Communication with Caregivers:

Mindful Way Counseling, LLC welcomes any family member including guardians, custodial parents, caregiving grandparent or other family member, step-parent, etc. to participate in therapy. Release of Information forms must be provided and signed by those with legal rights, in order to include additional parties beyond those with legal custody.

Routine communication will be held with the caregiver(s) who attend the therapy session(s). If a caregiver does not attend therapy sessions, the therapist is not responsible to engage in routine communication outside of therapy sessions. It is the expectation that caregivers, regardless of their relationship status, be in communication with one another if they are unable to attend therapy sessions.

Financial Responsibility:

The caregiver who registered the minor client for therapy at Mindful Way Counseling is considered responsible for the therapy, financial and otherwise. The caregiver who registered the client is responsible to have an authorized card on file and will be billed for the appointments and missed appointments. The registering caregiver is responsible for all fees including late attendance, late cancels, and missed appointments, even if the appointment falls within another caregiver's time and/or another caregiver brings the child to therapy. Caregivers are required to manage any further details of therapy related fees, including reimbursing the responsible caregiver, on their own. The therapist will **not** coordinate fees between separated or divorced parties or manage disagreements about these fees between the parties.

Privacy, Custody, Safe Harbor Agreement, Communication, & Financial Responsibility policies for minors in therapy

_____ (initial here) My initials indicate I read, understand, and agree to the minors in therapy policies, including Safe Harbor Agreement.

Signature

I have read, understood, and agree to the items contained in this document.

Signature

*Handwritten signatures only. Two-parent consent requires handwritten signatures.
No digital or typed signatures will be allowed outside of the portal system.*

Date