



ACUMEN

COUNSELING SERVICES, LLC

This booklet contains important information, including:

- Information for Therapy Clients
- Confidentiality in Therapy
- HIPAA, Records and other Privacy Practices
- Access to Health Records Notice of Rights
- Minnesota Patients' Bill of Rights

Table of Contents

Information for Therapy Clients	p3
Confidentiality in Therapy	p11
HIPAA, Records and other Privacy Practices	p16
Minnesota Patients' Bill of Rights	p20
Access to Health Records Notice of Rights	p21

Information for Therapy Clients

Welcome to Acumen Counseling Services! We believe that when clients understand the therapeutic process and feel comfortable with their therapist, they are more likely to benefit from treatment and to grow in meaningful ways. As a result, we have written this document in order to increase your understanding and answer questions that clients often ask about psychological treatment.

PLEASE NOTE: *It is important that you read all of the information below. Please mark any portion that you do not understand or about which you have questions. During your initial session, your therapist will discuss this information with you and answer any questions you may have. You and your therapist will then sign the "Informed Consent to Treatment" document to acknowledge that you have reviewed and understood all of the issues and points raised.*

Information About Therapy at Acumen Counseling Services

The decision about whether or not to enter into therapy can be a challenging one. A client may feel understandably nervous at the thought of sharing specific details about their situation, especially if he/she is struggling with difficult thoughts and feelings or an issue that feels particularly confusing or complicated. In addition, if a client has never been to see a mental health professional before, he/she may not know what to expect. As with any significant decision, it is important to understand the benefits and the risks of therapy so that our clients can make informed choices about their treatment.

Note to Couples Therapy Clients:

Couples Therapy clients may feel understandably nervous at the thought of sharing specific details about themselves or their relationship, especially if they are struggling with difficult thoughts and feelings or an issue that feels particularly confusing or complicated. They may wonder if couples therapy is right for them and the effect it may have on their relationship. In addition, if a client has never been to see a mental health professional before, he/she may not know what to expect. As with any significant decision, it is important to understand the benefits and the risks of therapy so that clients can make informed choices about their treatment.

Note to Parents of Child/Adolescent Therapy Clients:

The decision about whether or not a child could benefit from therapy can be a challenging one. As with any form of treatment, it is important to understand the benefits and the risks of therapy so that a parent/guardian can make informed choices about their teenager's treatment.

Benefits and Risks of Therapy

Psychotherapy is a science as well as a practice, and hundreds of scientific experiments and studies have shown that therapy has many significant benefits. Some of these benefits include:

- Opportunities to talk through difficult issues and resolve internal conflicts in a supportive, nonjudgmental, and safe environment.
- Improved interpersonal skills and deeper, more meaningful relationships.
- Clarification and expansion of a client's personal goals and values as an individual, in close relationships, in work or schooling, and in life in general.
- The ability to develop and use effective coping skills to better manage all types of stress, giving a client more time and energy to fully participate in and enjoy life.
- Increased self-confidence and self-esteem from seeing the ways in which a client has grown and developed over time in treatment.

Like any kind of treatment, therapy also has some risks that should be considered when making treatment decisions.

These risks can include:

- Difficult feelings, such as sadness, guilt, anxiety, anger, etc.
- Unpleasant memories or feelings, both inside and outside the session.
- Negative or inaccurate judgments of a client by some people due to the societal stigma associated with mental illness.
- A temporary worsening of a client's issues or relationships at the beginning of treatment due to facing painful feelings or situations that he/she have been avoiding.
- Lack of benefit from therapy in the way a client had hoped or a need for additional services to meet his/her goals.

How We Work

At Acumen Counseling Services, we believe that people already have within them selves the strengths and resources needed to thrive. Sometimes, people may face obstacles that make it difficult for them to fully tap into their resources. By learning how to overcome these obstacles, people learn to access their strengths, allowing them to feel more satisfied with life, find more meaning and fulfillment, and experience deeper connections to others.

We chose the word "acumen" to represent our practice because it represents what we believe to be the ultimate goal of psychological treatment. Acumen can be defined as "the ability to judge well; keen discernment; insight." While many therapists focus solely on a client's problems, with the goal of "fixing" or changing them, we view our clients' struggles in the broader context of their lives. We see our role as helping them to gain insight knowledge and understanding.

For Couples Therapy Clients

When we provide therapy to a couple, the focus is on preserving and enhancing the relationship as a whole rather than on individual happiness. Sometimes, however, a couple may seek therapy in order to help them decide whether or not they should remain in the relationship. In those cases, if we mutually decide that remaining together is not optimal or is harmful to one or both partners, we will focus on facilitating an amicable separation, particularly when there are minor children involved.

Client's Treatment Plan

At Acumen Counseling Services, we use a collaborative approach in which the clients are always in the driver's seat. We'll help you clarify what the client would like to achieve, and we'll use our expertise and skill to guide that client. During a client's first session, we will ask he/she some questions in order to get a comprehensive understanding of their current situation as well as anything from the client's past that may be affecting the client now.

At the end of a client's first session, we will let you know specifically how we think we can help and how often or how long we think a client should be seen in order to achieve his/her goals. We will also review any financial issues related to using your health insurance or other payment options. We will end with a customized, realistic, and achievable treatment plan that we will both work hard to follow. As we move forward with the plan, we will regularly look at our progress together and make any adjustments that may be needed.

Most of our clients see us once a week for 2 to 3 months, at which time we usually meet less often until therapy gradually comes to an end. The frequency of sessions and length of treatment can vary widely, however, depending on a client's situation, goals, availability, and preferences. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest at that time. If a client wishes to stop therapy, we strongly recommend meeting for at least one more session to review our work together, as this can be an extremely valuable process.

Psychotherapy is not like visiting a medical doctor. It requires a client's active participation and effort in order to adjust his/her thoughts, feelings, and behaviors in a way that allows the client to be at their best. An important part of this process will be practicing new skills at home that our clients learn in our sessions. This may include completing worksheets, keeping records, or reading to deepen a client's learning.

While your participation is a vital part of treatment, we also understand that clients have many other important priorities in their life that demand their time and energy. If a client has difficulty completing their "homework" for any reason, we would ask them to please discuss it with us so that we can find a way for he/she to gain the skills the client needs in a way that feels more realistic for the client. Helping a client identify and overcome obstacles to meeting their goals is far more important than whether or not a specific homework assignment has been completed.

Referrals to Other Services

Based on a client's symptoms, condition, or situation, we may recommend a medical or medication evaluation by a qualified physician or psychiatrist. We may also recommend that a client participate in an additional type of evaluation or therapy with another professional. If we refer a client for other service, we will fully discuss our reasons with the client so that he/she can decide what is best. If a client is treated by another professional, we will coordinate our services with them and with the client's medical doctor, upon said client's consent.

In compliance with the American Counseling Association (ACA) Code of Ethics, we will only practice within the scope of our competence and expertise. If we feel that a client would likely benefit more from a type of treatment that we do not provide, we can find an appropriate professional to refer that client to and assist the client with obtaining services. In addition, the client has the right to ask us about other treatments, including their risks and benefits, and we will do our best to provide the client with any information at our disposal.

Finally, if we feel our treatment is just not working for the client for any reason, we may suggest that the client see another therapist or professional. Clients have the right to receive services that help them, regardless of the provider of those services. If a client wishes to get another professional opinion at any time, we will assist the client with finding a qualified person, and we will provide that person with any information needed to give the client the highest quality of services possible.

Therapy Policies and Procedures at Acumen Counseling Services

<p>The First Therapy Session</p>	<p>During a client's first therapy session, we will discuss their reasons for coming to see us as well as their needs and expectations for treatment. We will also go over the forms and documents the client has filled out before the session in order to clarify any points the client feels they did not understand and answer any questions the client may have. We will then ask the client some questions about their history in an effort to get to know that client better. At the end of the session, we will discuss the client's customized treatment plan. Because this first session covers so much ground, any client should plan to spend 1 1/2 to 2 hours.</p>
<p>The Reserved Therapy Sessions</p>	<p>After a client's first session, we will schedule a regular appointment time that is reserved for the client and typically lasts 45 to 50 minutes. It is important that said client come to each appointment, as regular therapy sessions are a crucial part of a client's treatment plan. Missed appointments can interrupt client's momentum and slow down the client's overall progress in treatment.</p> <p>We will strive to accommodate our client's schedule as much as possible by offering a variety of session times. We will give the client advance notice of any vacations or other absences that may occur during their regular appointment time so that they can plan accordingly, and we ask that the client please do the same.</p>
<p>Session Lateness Policy</p>	<p>In order to receive the full time we have allotted to a client, it is important that he/she arrive to their sessions on time. It is likely that we will have another appointment scheduled after, so we will need to end a client's appointment at their regular ending time, regardless of when said client arrives. We will commit to starting the client sessions on time, ready to focus on said client and their needs. On rare occasions, however, a client emergency may cause us to be unable to start on time: if this happens, we will attempt to notify any client as soon as possible, and we will make sure that any client still receives their full session time.</p>
<p>Session Cancellation Policy</p>	<p>Since we reserve a client's session time specifically for the client, it is difficult to fill the time without plenty of advance notice. Therefore, if a client must cancel a session, please give us as much advance notice as possible. Please note that we require clients to notify us that they are canceling their session before 5:00pm on the business day prior to their appointment or they will be charged a missed session fee of \$75, unless prohibited by prior contract (Medicaid).</p> <p>Our "business days" are Monday through Friday, so a cancellation for a Monday session should be made no later than 5:00pm on the previous Friday. In addition, please note that a client's insurance will not cover this charge, so our clients will need to be responsible for paying the full fee.</p>
<p>Phone and Email Contact</p>	<p>Most of our discussions should take place during client sessions. Sessions are an ideal place to do the work of therapy, as they provide a safe and confidential space that is free of distractions or other intrusions. At times, however, phone calls or emails may be suitable or even necessary. For example, we may request that our clients contact us for a specific purpose as part of a client's "homework," or if client may be going through an unusually difficult time during which they need extra support that can't wait until their next session.</p> <p>While occasional phone, text, or email contact is a regular part of the therapy process, we consider unusually frequent or lengthy contact to be an additional service that we would then need to bill any client for, since it takes time that would ordinarily be spent treating other clients. If we feel that this is the case, we will let the client know beforehand so that the client can make an informed decision regarding whether or not they would like to wait until the client's next session to finish the discussion.</p>

<p>Bringing Children to Our Office</p>	<p>Unless a client is receiving family therapy services with us, we ask that our clients please not bring their children to the office with them. While we understand that finding regular childcare during a client session time can be challenging, bringing a child into client therapy sessions, even a very young child who cannot understand what is being discussed, can be very distracting and will prevent the client from getting the full benefit of your session. In addition, the client will not be able to leave their child in the waiting room, as we cannot provide any supervision, and the safety of our client's children is our highest priority.</p>
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Policies Specific to Couples Therapy

<p>Physical Violence Between Partners</p>	<p>Couples therapy is not recommended when there is any physical violence between partners. While clients are in couples therapy with us, they must agree not to engage in any physical expression of anger against their partner or any other household member for any reason whatsoever. This prohibition includes both direct physical violence and indirect violence, such as throwing or breaking objects when angry. If the clients' therapist has any concerns about the physical safety of said client or their partner, he or she may discontinue the therapy and refer them to a more appropriate venue.</p>
<p>Individual Contact</p>	<p>When a couple is seen for therapy, our therapeutic relationship is with the couple as a whole, not the individual members of the couple. Therefore, if a client tells their therapist something that the client's partner does not know, the therapist will not keep that information confidential, especially if not knowing could cause harm. He or she will instead work with the client to decide on the best long-term way to handle the situation. In addition, if one partner is unable to come to the session, we would ask that the client cancel or reschedule the session, rather than coming alone. (Clients will need to notify us before 5pm on the business day prior to their appointment to avoid being charged a \$75 missed session fee.)</p>
<p>Legal Proceedings</p>	<p>Information discussed in couples therapy is for therapeutic purposes only and is not intended for use in any legal proceedings involving the partners. For example, if a client is married, the client must agree that if there is eventually a divorce, said client will not request their therapist's testimony for either side, particularly regarding child custody issues.</p>

Policies Specific to Child and Adolescent Clients

<p>Individual vs. Family Therapy with Minors</p>	<p>Acumen Counseling Services does not usually see children or younger adolescents for individual therapy sessions, regardless of who provides consent. Instead, we believe that the best way help these children is to teach their parents or guardians and family how best to help them. A parent knows a child better and has more influence on a child than anyone else, including the child's therapist; therefore, we usually recommend family therapy instead of individual therapy for children. This approach may not work as well, however, with older children or adolescents, for whom we may recommend individual sessions instead. This depends on a number of factors, however, including the child or adolescent's maturity level, the issues being addressed, and the family's dynamics. As a general rule, however, we usually do not see clients individually who are under the age of 10.</p>
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Payment and Billing Policies

<p>Payment Philosophy</p>	<p>Payment for services is an important part of any professional relationship. At Acumen Services, we feel that it is our responsibility to clarify our expectations and policies regarding payment for services up front to avoid any unpleasant surprises that may disrupt the therapeutic process.</p> <p>While our fees are subject to change, we will give our clients advanced notice of any changes so that we can address any concerns a client may have. In addition, if a client is using their insurance benefits, it is important to note that each insurance company has a contracted rate that it pays to all providers, regardless of the rate billed to them.</p> <p>If a client has any questions regarding their financial arrangements with us, we would ask them to please discuss them with us as soon as possible. We understand that many people have difficult and complicated relationships with money, and we believe that direct and open communication with us regarding financial matters is essential.</p>
<p>Paying <i>Known</i> Fees at the Time of Service</p>	<p>We ask our clients to please pay known fees at the start of each session, whether they are paying an insurance co-pay or paying for services out-of-pocket. We have found that this arrangement help us stay focused on our goals and allow us to keep our fees as low as possible by cutting down on our bookkeeping costs.</p>
<p>Payment Methods</p>	<p>We accept checks and major credit cards. <i>Please note that we do not take cash.</i> We have tried to make our payment methods as flexible as possible to make it easier for our clients to adhere to our payment policies. Any alternative payment or fee arrangements must be worked out before the end of our first meeting.</p>
<p>Fees for Contact Outside of Sessions</p>	<p>Extended phone or email contact with our clients will be billed at our regular rates, prorated over the time needed. (See "Phone and Email Contact" under "Session Policies" regarding when this policy will apply.) In addition, clients will also be billed at our regular rates for lengthy telephone conferences, email exchanges, or reports with other professionals on a client's behalf that are not part of routine coordination of care efforts.</p> <p>As previously stated, we will let our client's know beforehand if we need to charge an extra fee for contact outside of their therapy sessions with or about said client. If a client is using your health insurance benefits, please note that while we will ask the client's insurance company to cover this contact, many insurance companies will only cover face-to-face contact, in which case the client would be responsible for paying for the entire charge out-of-pocket.</p>
<p>Client Statements</p>	<p>Because most insurance payments are uncertain, many clients do not know the fee for each service prior to their scheduled appointment. In these cases, we will submit billing directly to your insurance carrier prior to mailing a statement to you directly.</p> <p>Statements contain the dates and services for which fees are owed, the charge for each service, how much has been paid, and how much is still owed. If a client needs a statement for tax or other purposes, we will provide him/her with one upon request at any time.</p>
<p>When a Balance is Due</p>	<p>If a client thinks they may have trouble paying for their services, we would ask them to please discuss this with us as soon as they realize that there may be a problem. We will also bring up the matter with the client so that we can make every effort to arrive at a solution that does not disrupt their treatment. If a client has accumulated a balance and we have not been able to agree on a payment arrangement, we may decide that it is in the client's best interest to refer him/her to services that are more affordable for said client. Unpaid/excessive balances may themselves become a stressor, particularly if payment arrangements are not made, as this may result in collections.</p>

<p>Problems with Billing or Payments</p>	<p>If a client has any problems with charges or fees, our payment or billing policies or procedures, the client's insurance, or any other financial issues, we would ask them to please bring them to our attention as soon as they arise. We will do the same with for the client. Financial problems can be difficult to discuss and can interfere greatly with our work. We therefore feel it is critical to communicate openly and directly whenever such problems arise so that we can arrive at a solution and return to carrying out our client's treatment as soon as possible.</p>
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Using Health Insurance

If a client chooses to use his/her health insurance to help them pay for their therapy, we will try to get his/her insurance information during our first contact. Getting this information early on allows us to obtain the client's benefits and/or any authorizations needed prior to their first session. It also gives us the opportunity to discuss the details of the client's coverage with said client so that he/she isn't surprised with owing a different amount than he/she had anticipated. For example, if a client has a deductible that said client has not yet met, said client will need to pay the entire rate contracted by a client's insurance company at the time of the client's session.

In order for a client's health insurance company to help the client cover their treatment with us, the treatment must be considered "medically necessary." This means, among other things, that the treatment must address a valid psychiatric diagnosis or condition, and it must be the minimum intensity, frequency, and duration that is needed in order to effectively address that condition.

This requirement means that a client's insurance company may ask us for information about said client and said client's treatment in order to be sure that the services they are covering are medically necessary. In addition, we will need to communicate with the client's insurance company by submitted claims on the client's behalf. By signing this document, the client is permitting communication between Acumen Counseling Services and said client's insurance company and allowing us to receive payment on the client's behalf.

Finally, please note that insurance details can be quite complex, and it is not always possible to obtain all relevant information up front.

Contacting Us

<p>In Case of Emergency</p>	<p>If a client has a life-threatening emergency, we would ask them to please contact 911 or go to the nearest Emergency Department immediately. Because we see clients on an outpatient basis only, we are not equipped to handle emergencies. If a client is having a behavioral or emotional crisis and the client is able to contact us safely, however, we would ask them to please let us know how to reach them and whether we have said permission to speak to a support person on the client's behalf.</p> <p>If there is an emergency during our work together or we become concerned about a client's personal safety, we may be required by law and by the rules of our profession to contact someone about said client. For details regarding the situations in which these procedures would apply, please see our "Client Confidentiality" document that clients will receive at your first session.</p>
<p>Leaving Us Voicemail, texts, or Email Messages</p>	<p>During a client's first session, the therapist will give him/her a business card containing our phone number and that therapist's email address. We strive to be available to our clients as much as possible, and we can usually return phone or email messages within 1 business day. Please note that the confidentiality of voicemails, texts, and email messages cannot be guaranteed, and we will not disclose therapeutic information through these digital means.</p>
<p>Requesting Return Calls or Email</p>	<p>For a client's initial session, they will fill out our "Client Data Sheet," on which the client notes their contact information, their preferences regarding messages, and their preferred method of contact. If a client has given us permission to leave them a voicemail or email, clients will need to be responsible for monitoring who has access to those messages. Furthermore, we suggest that the client password-protect any email accounts that the client wishes to use with us.</p>
<p>A Note about Emails</p>	<p>Email can be a great way to communicate, and it is being used by an increasing amount of people as a primary communication tool. Email can even communicate tones or feelings, especially when used by people who are familiar with how to use it. Email cannot, however, communicate the non-verbal cues or body language that we all use to communicate without even noticing that we are doing so.</p> <p>Because of this limitation, email communication can sometimes lead to unfortunate misunderstandings. As a result, if a client becomes hurt or upset during an email exchange with us, we would ask them to please let us know right away to allow us to clear up any misunderstandings so that they do not interfere with a client's treatment.</p> <p>Please Note: Emails are not secure and our replies will not include any treatment information.</p>

Emerging Technology

<p>Digital or Distance Counseling</p>	<p>As technology advances, therapy is increasingly being conducted via digital means. Acumen Counseling Services is actively exploring the confidentiality, ethical issues, and structural means relating to the provision of these services, not only to our current clients, but to those unable to access services due to transportation and geographical constraints.</p> <p>Acumen Counseling Services will continue to safeguard our clients' privacy and confidentiality via digital means, and will ensure that all HIPAA and HITECH standards are exceeded prior to the delivery of these services.</p> <p>Any provider contracted to facilitate these services will be covered under the same business association agreement expectations as the agencies currently managing billing, electronic health records management, and data management for Acumen Counseling Services.</p>
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Feedback and Complaint Procedures

<p>Obtaining Client Feedback</p>	<p>As professional therapists, it's important for us to learn how we are helping our clients and, even more importantly, what we can do to improve. To accomplish this, we may ask our clients to provide feedback at the end of their sessions about their experience in therapy with us. In addition, with client permission, we may send the client another questionnaire after their treatment has been completed that asks the client to look back at our work together. If a client is willing to complete these questionnaires, we ask the client to be completely honest about what they tell us. We know that even if a client's therapy experience is primarily positive, there are always ways we can improve.</p>
<p>Resolving Complaints Informally</p>	<p>We realize that problems can arise in our relationship, just as in any other relationship. If a client is not satisfied with any area of our work, we would ask them to please raise their concerns with us at once. Our work together will be slower and harder if the client does not express these concerns. We will make every effort to hear any complaints the client has and to seek solutions to them.</p>
<p>Filing a Formal Complaint</p>	<p>As licensed mental health professionals, we commit to fully abiding by all the rules and ethical principles of our respective field. If a client feels that we have treated them unfairly or broken a professional rule, please tell us. Clients can also contact the Clinical Director, the clinician's licensing board or ethics committee to help them clarify their concerns or tell them how to file a complaint.</p>

Confidentiality in Therapy

PLEASE NOTE: It is important that you read all of the information below. Please mark any portion that you do not understand or about which you have questions. During your initial session, your therapist (or your adolescent's therapist) will discuss this information with you and answer any questions you may have. You and the therapist will then sign the "Informed Consent to Treatment" document to acknowledge that you have reviewed and understood all of the issues and points raised.

Acumen Counseling Services firmly adheres to all relevant legal and ethical standards governing the practice of psychology. Many of these standards are contained in professional or legal documents such as the American Counseling Association (ACA) Code of Ethics; the Board of Behavioral Health and Therapy's (BBHT) rules relating to conduct; MN rules parts 2150.7500 to 2150.7610; and the U.S. Department of Health and Human Services Health Insurance Portability and Accountability Act (HIPAA).

One of the cornerstones of mental health services set forth in these standards is the concept of client confidentiality. Confidentiality ensures that except in certain limited situations, everything that a client tells a therapist stays between only the client and the therapist. All client information is confidential, including anything spoken or written during the course of treatment, as well as the fact that a client is receiving mental health services at all.

Confidentiality is a vital and integral part of the therapist-client relationship. Some people don't feel comfortable with the idea of seeing a therapist because they are worried that others who don't understand what therapy is may think they are "weak" or "crazy." Confidentiality allows people to see a therapist in private, without fear of being stigmatized in this way. Others may find it difficult to share potentially embarrassing or upsetting issues with a therapist, and confidentiality allows them to be open and honest about deeply personal information without fear that others will find out.

Confidentiality Between Partners

When a couple is seen for therapy, our therapeutic relationship is with the couple as a whole, not the individual members of the couple. If a client tells their therapist something that client's partner does not know, whether over the phone or in a session, the therapist will not keep that information confidential, especially if not knowing could cause harm. He or she will instead work with the client to decide on the best long-term way to handle the situation.

Acumen Counseling Services has the utmost respect for confidentiality and the privacy of our clients, and you

A Note on Confidentiality for Child/ Adolescent Therapy Clients

Many children and adolescents find it difficult to share potentially embarrassing or upsetting issues with a therapist. In addition, they may be afraid that anything they say will ultimately be shared with their parents or other family members. Confidentiality allows them to be open and honest about deeply personal information without fear that others will find out.

We believe that treatment of children and adolescents of any age is most helpful if they can feel safe and free to talk without fear of their parents finding out what they've said. We also recognize, however, that parents are critical figures in their children's lives and need to be able to make well-informed decisions regarding the treatment of their children. Therefore, we work with children and adolescents in all situations to help them share important information directly with their parents (when/as appropriate), especially if the information relates to their own or another family member's safety.

Please be aware that under certain circumstances, we may not share information shared by a child/adolescent client to that client's parent/guardian.

can be assured that everything a client says is treated with great care. If a client requests that we talk about him or her or send that client's records to someone else, including other professionals, we will ask the client to first fill out and sign a "release of information" form, which spells out what information can be shared and for what purpose. Without such a release, we cannot even acknowledge that client in our practice, as that would be a breach of confidentiality.

Legal Limits of Confidentiality

Confidentiality does not always apply to all situations. There are some limits to confidentiality, including times when the law requires us to disclose information to others. We need to discuss these, because we want you to understand clearly what we can and cannot keep confidential. You need to know about these rules now, so that you don't tell us something as a "secret" that we cannot keep secret.

As mental health professionals, there are a few situations in which we are legally required to breach confidentiality, which means giving client information to others without the client's consent. These situations happen relatively rarely, and they may require us to disclose confidential information to other people, professionals, institutions, or state agencies in order to

protect a client's safety or the safety of others. If such a situation comes up, we will make every attempt to fully discuss it with the client before we do anything, unless to do so would be unsafe or cause additional harm.

Because we feel that confidentiality is such a necessary and important part of our relationship with our clients, we only reveal what is absolutely necessary in these situations, and we keep everything else completely confidential. If a client is concerned that we will disclose something he or she wants to say, that client is welcome to ask us general questions about our legal and ethical obligations. A client may also want to talk to an attorney before discussing anything that they believe may be potentially harmful to them.

<p>Threat of Harm to Self</p>	<p>If a client seriously threatens to harm themselves, or act in a way that is very likely to harm themselves, the law requires us to try to protect the client. This may mean talking to others who can help protect the client, such as that client's family members, or it may lead to a client being hospitalized. Note that this limit to confidentiality would not apply to general thoughts or feelings about hurting oneself that do not constitute a serious or imminent threat.</p>
<p>Threat of Harm to Others</p>	<p>If a client threatens serious and imminent harm to another person, the law requires us to try to protect that person. This usually means telling others about the threat, such as the target of the threat and/or the police, and it may lead to that client being hospitalized.</p>

<p>Life-Threatening Emergencies</p>	<p>In an emergency, where a client's life or health is in danger and we cannot get a client's consent, we may give another professional some information to protect that client's life. We will try to always get the client's permission first, and we will discuss this with the client as soon as possible afterwards.</p>
<p>Report of Child, Elder, or Disabled Person Abuse</p>	<p>In the State of Minnesota, "abuse" can be defined as any action or failure to act (neglect) which causes or threatens to cause serious mental injury, serious physical injury, or sexual abuse or exploitation. If we believe or suspect that a child, an elderly person, or a disabled person has been or will be abused, we may be legally required to file a report with the appropriate state agency in order to protect this person. While we may be obligated to report any details we know of the abuse and the people involved, we do not have any legal power to investigate the situation or find out all the facts – that is the responsibility of the state agency.</p>

Confidentiality in Legal Proceedings

In general, if a client becomes involved in a court case or proceeding, a client can prevent a mental health professional with whom that client has had a professional relationship from testifying about that client. This is called "privilege." You can choose whether to permit the testimony or to ask the professional to assert the privilege on your behalf.

In some situations, however, a judge may issue a court order that requires a mental health professional to testify, or else that professional may face legal charges. Examples include:

- A child custody or adoption proceeding in which fitness as a parent is questioned or in doubt.
- A case in which a client's emotional or mental condition is important for a court's decision.
- A malpractice case or investigation brought by a professional group against a therapist with whom a client has or has had a professional relationship.
- A civil commitment hearing to decide if a client will be admitted to or remain in a psychiatric hospital.

Confidentiality in Treatment Mandated by Others

In some situations, a court, agency, or employer may send one of our clients to a mental health professional for mandated evaluation or treatment. In these cases, the referring party may ask for information such as that client's attendance, that client's general progress in treatment, or results of an evaluation.

If another party has required a client's treatment, please let us know immediately. Because mandated treatment does not usually represent a legal exception to confidentiality, a client would need to sign a release of information in order for us to communicate about that client with others. The release will clearly state the information that will be shared, and we will only reveal the minimum amount of information necessary to fulfill the purpose of the mandate.

Confidentiality With Other Professionals

There are a few situations in which we might reveal some limited information about part of a client's condition or treatment to another healthcare professional. Because the information would be given to someone who is bound by the same legal regulations and ethical principles as we are, they would be required to keep any information received fully confidential.

Vacation Coverage	When a client's therapist will be away from the office for a few days or more, another therapist at Acumen Counseling Services will provide "coverage." This therapist will be available to the client in crises and emergencies and will therefore need to know a few details about the client in order to be of maximum assistance.
Professional Consultation	We may sometimes consult with other therapists or similar professionals about a client's treatment in order to maintain a high quality of services, but specific identifying information is not needed in order to obtain this benefit. Therefore, the client's name and some information will be changed or omitted to disguise your identity, and we will only disclose information that is needed to serve the purpose of the consultation.
Coordination of Care with Primary Care Physicians	It is often beneficial for a client's therapist to coordinate care with your primary care physician, during which they will discuss relevant aspects of a client's psychological treatment plan and conditions for which a client is receiving medical treatment. This practice has become common in recent years as much has been discovered about the connection between the mind and the body, and some insurance plans have even started to require it.

Confidentiality With Insurance Companies

In order for a client's health insurance company to help you cover the client's treatment with us, the treatment must be considered "medically necessary." This means, among other things, that the member of the couple who is designated as "primary" (the person whose insurance is being used) must have a valid psychiatric diagnosis or condition, and that the treatment must be the minimum intensity, frequency, and duration that is needed in order to effectively address that condition.

This requirement means that the client's insurance company may ask us for information about a client and his or her treatment in order to be sure that the services covered are medically necessary. This information can include

the client's current symptoms, the client's level of functioning in a variety of areas of that client's life, the client's social and psychological history, the client's diagnoses, the client's treatment plan, and the client's progress in treatment. We will provide only as much information as the insurance company requires to continue to cover the client's treatment.

While it is against the law for insurers to release your information to anyone without your written permission, please understand that we have no control over how your records are handled at the insurance company.

Confidentiality of Client Records

Client Access to Records	We are required to keep written records of our clients' treatment. When a client is being seen in couples therapy, each individual will have a separate record. A client has the right to review his or her records, request a copy, and add to or correct them as he or she sees fit. If something in the client's record may be harmful to the client, the therapist may temporarily leave it out, but he or she will fully explain the reasons for the omission to the client.
Third Party Requests for Records	If a client's records need to be seen by another professional or other third party, we will discuss the situation with the client prior to taking any action. If the client would like us to share that client needs to sign a release of information form. This form spells out exactly what information is to be shared, with whom, and why, and it also sets time limits. A copy of this form can be found at the office.
Disposition of Records at the End of Treatment	It is our office policy to destroy client records 7 years after the end of treatment and the client is at least 25 years of age. If a client's therapist has to discontinue a client's treatment due to illness, disability, or other unforeseen circumstances, he or she will ask for the client's written authorization to transfer the client's records to another therapist who will assure their confidentiality, preservation, and appropriate access.

Other Confidentiality Issues

Office Staff	Only Acumen Counseling Services staff members and Agents of Acumen Counseling Services have access to client voicemails, emails, and records. The reception area staff does not have any access to client records or communications, and they have been trained to make every effort to keep the names of clients private. They will try never to use a client's name on the telephone if others in the area can overhear it. We also ask the client not to disclose the name or identity of any other client being seen in this office.
Privacy Preferences	One of the forms that we ask our clients to fill out for the client's initial session is the Client Data Sheet. On this sheet, we ask the client to provide us with contact information and preferences for how that client would like (or not like) to be contacted by Acumen Counseling Services. We will respect these preferences to ensure each client's privacy. Please let us know as soon as possible of any changes to this information.
Confidentiality Outside of Therapy	If a client happens to see us on the street or socially, we will not say hello or talk to that client unless the client talks to us first. This behavior is not a personal reaction to the client, but a way to maintain the confidentiality of the therapist/client relationship. In addition, please note that any information a client shares with us outside of therapy, willingly and publicly, is not legally considered to be protected or confidential.

Note to Consenting Minor Clients

Communicating with your parents or guardians:

Except for situations such as those mentioned above, we will not tell a minor client's parent or guardian specific things he/she may share in a private therapy session. This includes activities and behavior that said client's parent/guardian would not approve of — or would be upset by — but that do not put him/her at risk of serious and immediate harm. However, if the client's risk-taking becomes more serious, then the client's therapist will need to use his or her professional judgment to decide whether the client is in serious and immediate danger of being harmed. If the client is in such danger, the client's therapist will communicate this information to said client's parent or guardian.

- **Example 1:** If the client says that he/she has tried alcohol at a few parties, this information would be kept confidential. If the client says that he/she is drinking and driving or a passenger in a car with a driver who is drunk, we would not keep this information confidential from said client's parent/guardian.
- **Example 2:** If the client says that he/she is having protected sex with a boyfriend or girlfriend, this information would be kept confidential. If the client says that, on several occasions, he/she have engaged in unprotected sex with people they do not know or in unsafe situations, we would not be able keep this information confidential.

Clients can always ask their therapist questions about the types of information that would or would not be kept confidential. Clients can ask in the form of "hypothetical situations," by saying: "If someone told you that they were doing (fill in the blank) , would you tell their parents?"

Even if a client's therapist has agreed to not tell that client's parent or guardian about something they have said or done, he or she may believe that it is important for them to know what is going on in their life. In these situations, the client's therapist may encourage the client to tell their parent/guardian and help the client find the best way to tell them.

When meeting with a client's parents, that client's therapist may sometimes describe problems in general terms, without using specifics, in order to help them know how to be more helpful to the client. Clients should also know that their parent/ guardian may have the legal right to see any written records kept about their sessions; however, it is extremely rare that a parent/guardian would ever request to look at those records.

Communicating with other adults:

- **School:** We will not share any information with a client's school unless the client and his/her parent or guardian has given us written permission to do so. Sometimes, the client's therapist may request to speak to someone at the client's school to find out how things are going for the client. Also, it may be helpful in some situations for a client's therapist to give suggestions to their teacher or counselor at school. In these situations, the therapist would usually discuss it with the client and ask for their written permission. Only in very unusual situations would a situation come up in which both the client's therapist, based on his or her professional judgment, as well as the client's parent or guardian believe that it is very important to share certain information with someone at the client's school without the client's permission.
- **Doctors:** Sometimes a client's doctor and the client's therapist may need to work together; for example, if a client needs to take medication in addition to coming to therapy. We will get the client's written permission and permission from the client's parent/guardian in advance to share information with said client's doctor. The only time we would share information with a client's doctor even if we don't have said permission is if the client is doing something that puts them at risk for serious and immediate physical or medical harm.

HIPAA, Records and other Privacy Practices

This notice describes how a client's medical information may be used and disclosed, and how a client can get access to this information. Please review it carefully.

Introduction

Privacy is a very important concern for all those who come to this office. In addition, the many federal and state regulations as well as professional ethical principles governing the privacy of medical records can be quite complex and often confusing. We feel it is important that our clients know how we handle their medical information so that each client can make the best decisions for themselves and their family regarding who, when, and why others may have access to it.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that outlines how health care providers may use or disclose a person's medical information and what rights and abilities they have to access or control that information. HIPAA also requires a person's health care providers to inform the client about their privacy rights by providing them with this Notice of Privacy Practices and abiding by its terms.

While we will always follow the rules described in this notice, we may change the terms of our privacy practices, and any changes will apply to all medical information that we maintain at that time. We will be happy to provide the client with any revised Notice of Privacy Practices upon their request, either by mail, by email, or at their next appointment. In addition, we will always post the most recent version of this notice in our office.

Your Medical Information

Each time a client visits us or any doctor's office, hospital, clinic, or other health care provider, information is collected about the client and his/her physical or mental health. This information is called "**Protected Health Information (PHI)**". PHI refers to any information about the client, including demographic information, that relates to the client's past, present, or future physical or mental health or condition and any related health care services. Our clients PHI is contained in each client's **medical or electronic health care record** as well as secured records maintained by our office.

Your medical record at Acumen Counseling Services, LLC can include information such as:

- Client's history (family history, marriages and children, school and work experiences, social relationships, previous medical conditions, other treatment experiences, etc.)
- Reasons for seeking treatment (problems, symptoms, needs, etc.)
- Diagnoses (medical terminology for the client's problems or symptoms)
- Treatment plan (goals, methods, and other services that we think will best help the client)
- Progress notes (notes we take each session about the client's progress and what the client tells us)
- Treatment records (medical records we've obtained from others who have treated or evaluated the client)
- Assessments (psychological test scores, school records, etc.)
- Medications (psychiatric and medical medications the client has been prescribed)
- Legal records (attorney records, court documents, probation information, etc.)
- Billing, payment, and insurance information

We may use a client's PHI for many purposes, including:

- Treatment planning
- Assessing the client's progress and how well the client's treatment is working
- Coordinating care with the client's other health care professionals, such as your family doctor
- Showing the client's health insurance company evidence of services provided
- Teaching or training other health care professionals
- Obtaining data for medical or psychological research, or for public health officials
- Evaluating and refining our treatment processes

Although a client's actual health care records in our office are our physical property, the information contained in them belongs to that client. A client can read their records at any time, or they can request a copy of them (the client may be responsible for copying and/or mailing charges, if applicable). In addition, if a client finds anything in his or her records that he or she thinks is incorrect, or if said client believes that something important is missing, said client can ask that his or her record be amended. (In some very rare situations, a client may not be able to access or amend part of their record.)

How a Client's Protected Health Information Can be Used and Shared

Except in some special circumstances, when we use a client's PHI in this office or disclose it to others, we will share only the **minimum necessary** to achieve the purpose of the use or disclosure. This occurs primarily as part of routine procedures that are needed to carry out our services and evaluate for a client's care. For

most non-routine purposes, we must have a signed, written authorization form in order to disclose a client's PHI. However, there are some uses and disclosures that, according to the law, don't need a client's consent or authorization.

Uses and Disclosures With a Client's Consent

After the client has read this notice, he/she will be asked to sign a separate **consent form** that allows us to use and share that client's PHI. In almost all cases, we use or disclose a client's PHI as part of providing treatment to said client, arranging payment for our services, or performing other functions needed to operate a health care business. Because we need to use a client's PHI in order to carry out these basic tasks, we cannot treat a client until they have signed the consent form.

The Basic Uses and Disclosure: For Treatment, Payment, and Health Care Operations

Treatment. In order to treat a client, we have to know what we're treating, which involves using a client's medical information. In addition, we may need to share a client's PHI with others who provide treatment to a client as part of coordinating that client's care. We may need to share information with that client's personal physician, that client's psychiatrist, or other members of that client's treatment "team." We may also refer that client to other professionals or consultants for services we cannot provide. When we do this, we need to inform them about our reasons for the referral, and we need to receive information back from them that will become part of your medical record with us. In addition, we may need to share a client's PHI with other health care professionals that said client may see in the future.

Payment. We may need to use a client's PHI in order to send a bill to that client or their insurance so that we can be paid for the treatment we provide. If a client is using his/her insurance, we will likely need to contact them about said client to find out exactly what said client's insurance covers. In addition, we may need to give them information such as that client's diagnoses, treatment plan, progress, and prognosis in order to receive authorization for additional therapy sessions.

Health care operations. We may use a client's PHI to analyze our services and see where we can make improvements. In addition, we may be required to supply PHI to public health agencies for research or planning purposes. (In this case, we would remove the client's name and other identifying information.)

Other Uses and Disclosures in Health Care

Appointment reminders. We may use or disclose a client's PHI to reschedule or remind the client of his/her appointments. We will ask for that client's preferences regarding how we contact our client during their first appointment.

Treatment alternatives. We may use or disclose a client's PHI when recommending other possible treatments or alternatives that may be of help to the client.

Other benefits and services. We may use or disclose a client's PHI when informing said client about other health-related benefits or services that may be of interest to that client.

Research. We may use or share a client's PHI as part of conducting research to improve our services. For example, we may collect data to compare the quality two treatments for the same disorder. If we use a client's PHI in research, we will remove that client's name, address, and other identifying information prior to including their data in the research experiment. If a researcher requests to know a client's identity, we will discuss the research project with the client and obtain the client's written authorization prior to disclosing that information.

Business associates. HIPAA refers to other businesses or people who do work for a health care practice as "business associates." Examples include a copy service, used to make copies of a client's medical records, and a billing service, used to calculate, print, and mail bills to clients. These business associates need to receive some of our client's PHI in order to do their jobs. To protect our client's privacy, each business associate has signed a contract with us in which they agree to safeguard our client's information.

Uses and Disclosures That Require a Client's Authorization

If we want to use a client's information for any purpose besides those described above, we need that client's written permission on an authorization form. If the client does give us written permission to disclose their PHI, he/she can cancel that permission in writing at any time. Once the client cancels his/her authorization, we will immediately stop using or disclosing that client's information for that purpose.

Uses and Disclosures That Do Not Require a Client's Consent or Authorization

HIPAA provides for some uses and disclosures of PHI without consent or authorization in certain specific circumstances. These situations include:

When Required by Law.

Some federal, state, or local laws require us to disclose PHI. For example, we may have to disclose PHI when reporting suspected child abuse. We may also have to disclose some information to government agencies that monitor whether we are obeying privacy laws. In addition, we may have to release some of a client's PHI if that client is involved in a lawsuit or legal proceeding, and we receive a subpoena, discovery request, or other lawful process. If this occurs, we will only disclose a client's information after trying to tell said client about the request, consulting our client's lawyer, or trying to get a court order to protect the information they requested.

For Law Enforcement Purposes.

We may release medical information if asked to do so by a law enforcement official who is investigating a crime or criminal.

For Specific Government Functions.

We may disclose the PHI of military personnel and veterans to government benefit programs so that they may enroll or determine eligibility. We may also disclose a client's PHI to workers' compensation or disability programs, correctional facilities (if you are an inmate), or other government agencies for national security reasons.

To Prevent a Serious Threat to Health or Safety.

If we come to believe that there is a serious threat to a client's health or safety, or that of another person or the public, we may disclose some of a client's PHI to persons who can prevent the danger.

Uses and Disclosures Where a Client Has an Opportunity to Object

Under normal circumstances, we can only share information about a client with that client's family or close others upon the client's written authorization and consent. Clients have the right to determine which persons they want us to inform (if anyone), and what information they want us to provide about their condition or treatment. If it is an emergency, however, and we cannot ask if you disagree, we may share information if we believe that it is in a client's best interests and what the client would have wanted. If such an emergency situation occurs, we will inform the client of what happened as soon as we can, and we will immediately cease the use or disclosure if the client doesn't approve, as long as it is not against the law.

An Accounting of Disclosures We Have Made

When we disclose a client's PHI, we may keep records of the recipient of the information, the date and time of the disclosure, and the specific information provided. Clients have the right to receive this information as an accounting of these disclosures.

Client's Rights Concerning Your Health Information

- Clients have the right to ask us to follow their communication preferences whenever possible. We will ask for these preferences during a client's first session, including how and where the client would like to be contacted, and whether we can leave a message.
- Clients have the right to ask us to limit what we tell people involved in their care or payment for their care, such as family members or friends. If we agree to a client's request, we will honor it except when it is against the law, in an emergency, or necessary to treat the client.
- Clients have the right to view their medical and billing records with us. Clients can also request a copy of these records, but they may be responsible for copying and/or mailing charges. Clients may contact our clinical director to arrange this.
- If a client believes that the information in his/her records is incorrect or missing something important, clients have the right to ask us to make additions to his/her records to correct the situation. This request must be made in writing and sent the clinical director. Clients must also tell us the reasons they want to make the changes.
- Clients have the right to a copy of this notice. If we change this notice, we will post the new version in our waiting area and on our website, and a client can always get a copy from our Clinical Director.
- Clients have the right to file a complaint if he/she believe their privacy rights have been violated. A client can file a complaint with our Clinical Director and with the Secretary of the U.S. Department of Health and Human Services. All complaints must be in writing. Filing a complaint will not change the health care we provide to our clients in any way.
- A client may have other rights that are granted to him/her by the laws of our state, and these may be the same as or different from the rights described above. We will be happy to discuss these situations with our client's now or as they arise.

If You Have Questions or Problems

If a client needs more information or has questions about the privacy practices described above, please speak to the therapist. A client should also speak to his/her therapist if he/she has a problem with how his/her PHI has been handled, or if he/she believes his/her privacy rights have been violated. We promise that we will not in any way limit a client's care or take any actions against a client if he/she should complain. As stated above, clients have the right to file a complaint with the Clinical Director and/or with the Secretary of Health and Human Services:

Secretary of the U.S. Department of Health and
Human Services, 200 Independence Avenue SW
Room 509F, HHH Building
Washington, D.C. 20201

The effective date of this notice is 01/01/2017.

The Mental Health Bill of Rights provides that:

- You have the right to know the cost of counseling, the time frame for payment, the procedure for missed appointments and information pertaining to third party payment.
- You have the right to reasonable notice of changes in services or charges.
- You have the right to receive a summary, in plain language, of the theoretical approach your therapist uses in working with clients.
- You have the right to complete and current information concerning your assessment and recommended course of treatment, including the expected duration of treatment.
- You have the right to expect courteous treatment from your therapist and to be free from verbal, physical, or sexual abuse.
- You have the right to confidentiality. Your records and transactions with Acumen Counseling Services, LLC. are confidential, unless release of these records is authorized in writing by you, or otherwise provided by law.
- You have the right to be allowed access to records and written information from records in accordance with Minnesota statutes.
- You have the right to know about other services available in the community.
- You have the right to choose freely among available practitioners, and to change practitioners after services have begun. You have a right to coordinated transfer when there is a change in the provider of services.
- You may refuse services or treatment, unless otherwise provided by law.
- You may assert these and other rights without retaliation.
- You may file a complaint with the clinical director (Donald D. Cratchy, MS, LPCC), your therapist's licensing board, or the State of Minnesota Ombudsman for Mental Health at: 651-757-1800 or 800-657-3506 (www.ombudmhm.state.mn.us).



ACCESS TO HEALTH RECORDS NOTICE OF RIGHTS

This notice explains the rights you have to access your health record, and when certain information in your health record can be released without your consent. This notice does not change any protections you have under the law.

YOUR RIGHT TO ACCESS AND PROTECT YOUR HEALTH RECORD

You have the following rights relating to your health record under the law:

- A health care provider, or a person who gets health records from a provider, must have your signed and dated consent to release your health record, except for specific reasons in the law.
- You can see your health record for information about any diagnosis, treatment, and prognosis.
- You can ask, in writing, for a copy or summary of your health record, which must be given to you promptly.
- You must be given a copy or a summary of your health record unless it would be detrimental to your physical or mental health, or cause you to harm to another.
- You cannot be charged if you request a copy of your health record to review your current care.
- If you request a copy of your health record and it does not include your current care, you can only be charged the maximum amount set by Minnesota law for copying your record.

RELEASE OF YOUR HEALTH RECORD WITHOUT YOUR CONSENT

There are specific times that the law allows some health record information held by your provider to be released without your written consent. Some, but not all, of the reasons for release under federal law are:

- For specific public health activities
- When health information about victims of abuse, neglect, or domestic violence must be released to a government authority
- For health oversight activities
- For judicial and administrative proceedings
- For specific law enforcement purposes
- For certain organ donation purposes
- When health information about decedents is required for specific individuals to carry out their duties under the law
- For research purposes approved by a privacy board
- To stop a serious threat to health or safety
- For specialized government functions related to national security
- For workers' compensation purpose

Under Minnesota law, health record information may be released without your consent in a medical emergency, or when a court order or subpoena requires it. The following include some of the agencies, persons, or organizations that specific health record information may or must be released to for specific purposes, or after certain conditions are met:

- The Departments of Health, Human Services, Public Safety, Commerce, Minnesota Management & Budget, Labor & Industry, Corrections, and Education
- Insurers and employers in workers' compensation cases
- Ombudsman for Mental Health and Developmental Disabilities
- Health professional licensing boards/agencies
- Victims of serious threats of physical violence
- The State Fire Marshal
- Local welfare agencies
- Medical examiners or coroners
- Schools, childcare facilities, and Community Action Agencies to transfer immunization records
- Medical or scientific researchers
- Parent/legal guardian who did not consent for a minor's treatment, when failure to release health information could cause serious health problems
- Law enforcement agencies
- Insurance companies and other payors paying for an independent medical examination

If you would like additional information or links to specific laws, visit www.health.state.mn.us and search for "access to health records" or call the Minnesota Department of Health at (651) 201-5178.

Minnesota Statutes, section 144.292, subdivision 4

This notice may be photocopied

Revised 4/14/2009

