

**STATEMENT OF UNDERSTANDING AND CONSENT FOR
PROFESSIONAL PSYCHOTHERAPY (COUNSELING) SERVICES**

With Nancy Duffey Black, MS, LICSW, CEAP

What to Expect in Therapy: When an individual begins to see a counselor, it is fairly common to feel eager and a bit anxious. I encourage you to discuss any ambivalence or questions that you may have about therapy. During our first session we will discuss your reasons for seeking therapy with me. I will gather information regarding what motivates you to seek therapy, the issues you want to address, and some personal and family history. If we are comfortable and believe we will have a good working relationship, we will begin discussing your goals and the expected length of therapy. Working together, we will develop a treatment plan based on your personal goals, strengths and needs. There are many benefits and some emotional risks that come with therapy. Many people experience a sense of relief during sessions when they are able to talk about issues and experiences that may have been bothering them for some time. Talking about unhappy life experiences, difficult issues and concerns about the present and future can bring some powerful emotions to the surface. As your therapist, I will provide you with a safe environment where you are understood and accepted while improving self awareness and coping skills. Studies have shown that a good working relationship between the psychotherapist and client is the most significant predictor of a successful outcome in therapy. If we come to believe that you could benefit from something that I cannot provide, I will be happy to provide you with referrals to other counseling professionals.

When Would Therapy End? Therapy would terminate if you choose to stop meeting with me for counseling or if we decide that you might benefit from seeing a different therapist. You have the right to end therapy at any time. Your only commitment is to pay the balance of your account. Generally therapy will conclude when your goals have been met. This, of course is the best possible outcome and as your therapist I will continually help you strive for this success.

Length of Session: Therapy sessions are 45-50 minutes in duration, unless arranged otherwise ahead of the session. Note taking and file management are reserved for the remaining 10-15 minute time period.

Professional Fees: Clients using their medical coverage for behavioural health need to check on their deductibles and co-pays after deductibles are met as they will be responsible for this portion. I charge \$100.00 for a 50 minute session. Payment is due at the beginning of each session. I accept cash or check and accept all personal credit cards. I am also able to accept payment through your HSA credit card account. I am happy to provide you a receipt for therapy services. You may want to submit this to your insurance carrier to apply toward your deductible if I am out of network with your health insurance provider. ***Please bring your insurance card with you to your first session with me.***

Assignment of Insurance Benefits: I authorize Nancy Duffey Black, MS, LICSW, CEAP to release health records to insurance carriers I identify for purposes of processing claims for services rendered to me, and I authorize my insurance carriers to make payment directly to Nancy Duffey Black, MS, LICSW, CEAP.

Cancellations: My services are by appointment only. Your appointment time is reserved for you. Without sufficient notice I cannot make that time available to another client. Please make every effort to be on time for your appointment and I will do the same. Cancellations with less than 24 hours notice, and no-show appointments, may be charged up to 1/3 of the full session fee (or \$33.33). The only exception is when the absence is due to circumstances we would both define as an emergency, such as a sudden illness or accident. Please note: insurance companies will not pay the fee for a missed behavioral health appointment. If you find it difficult to attend scheduled appointments, please discuss this with me and we can problem solve this concern together. On very rare occasions I may be forced to reschedule an appointment due to an emergency or crisis situation. When I must do this, I will make every effort to reschedule your appointment at a time that is convenient to you. If you are late to your appointment and request the full 45-50 minute session, it will depend on whether there is another appointment immediately after your scheduled time frame. Please be courteous when you are unable to keep your appointment with me. To cancel or reschedule an appointment call **763-443-3348** or email: nan@duffeyblack.com as soon as possible.

Court Costs: I understand that if Nancy Duffey Black, MS, LICSW, CEAP is required, by subpoena or other means of summoning, to appear in court on my behalf, that I will be responsible for a fee of \$140.00 per hour (minimum of \$400.00) plus fees for travel time, preparation time, research, costs for copying records, etc.

Contacting Me Between Sessions: Maintaining healthy boundaries is a vital aspect of therapy. As a therapist, my preference is to keep our phone conversations and email communications to a minimum rather than attempt to counsel over the phone or through email. If you come upon a painful emotions or enlightening insight between our sessions, I ask that you journal you feelings and thoughts and bring your journal to discuss at our next session. If you absolutely need to contact me – or if you need to cancel our scheduled session, please go ahead and contact me. If you are unable to reach me by phone at 763-443-3348 or via my email at nan@duffeyblack.com, please leave a message. I respond within one business day during Monday through Friday.

Crisis Situations: If your call is of an emergency nature and you are not able to reach me immediately, or your emergency occurs at a time outside of my regular Monday-Friday business hours, please call one of the following:

Crisis Connection.....612-379-6363

Acute Psychiatric Services.....612-873-3161

Suicide Hotline.....612-973-2222

Walk-In Counselling Center...612-870-0565

If you should experience having thoughts of harming yourself or others.....Call 911 or seek help to get to the nearest emergency room.

Non-Voluntary Discharge from Treatment: You may be terminated from therapy and would be notified of the non-voluntary discharge letter if:

- you exhibit physical violence, verbal abuse, carries weapons, or engages in illegal acts within the office.
 - you refuse to comply with treatment recommendations.
 - you do not make payments per our payment plan developed with me.
- **Client's Bill of Rights- As a consumer of professional counseling services, you have the right to:**
1. know that I have a masters in counseling, am licensed by the State of Minnesota and the Minnesota Board of Social Work as a Licensed Independent Clinical Social Worker (#6510) and by the Employee Assistance Professional Association as a Certified Employee Assistance Professional (#42305)
 2. Know that I have over 25 years of experience in the field of mental health.
 3. ask any questions about the procedures and methods used during therapy. If you wish, I shall explain these to you.
 4. have your mental health treatment plan and goals based on assessment and diagnosis and that these will be evaluated for appropriateness and progress on an ongoing basis.
 5. know that I will terminate a professional relationship with you when it has been determined that you are not likely to benefit from continued services or the services are no longer needed.
 6. review your records within my files at any time if you are over 18 years of age and are not under a conservatorship or power of attorney. Your treatment records shall contain: problem assessment or diagnosis, treatment plan, progress and revisions on your plan, any charged fees or related fees, copies of your authorizations for release of information and other information necessary to provide appropriate psychotherapy services.
 7. be free from being the object of unlawful discrimination while receiving counseling services.
 8. self determination, as long as it does not infringe on the safety and welfare of others.
 9. decide not to receive therapy from me. If you wish, I will provide you with names of other qualified professionals.
 10. terminate therapy at any time without any moral or legal obligation, except as otherwise provided by law or a court order.
 11. know the cost of professional services before receiving the services.
 12. know that your therapy records are maintained for a least seven years after the last date of service. (Refer to State of Minnesota Statutes pertaining to minors.)

13. know your confidentiality will continue to be maintained upon termination of our professional relationship including your death, except as provided elsewhere in Client Rights and Data Privacy. (Refer to MN Statutes 114.341-144.344.)
14. have your legal representative provide consent for the services if you are incapacitated. I will not be able to provide services to any incapacitated client if a client's legal representative does not consent to the services.
15. have all of your internal records securely maintained. I maintain all paper files in a separate locked filing cabinet. At this time I do not maintain any psychotherapy files within a computer data base.
16. know how protected health information is transmitted electronically. Occasionally I may need to transmit by fax. A confidential cover sheet will be used with all fax transmissions.
17. prohibit me from transmitting by fax by providing me a written statement with this request.
18. know that I am required to use electronic billing for all behavioral health care programs. All insurance plans have provided me with a secure method to access their claims submission system that will not compromise your confidentiality.

Issues and Complaints: When dealing with finances, insurance companies, and one's health, I understand that it can be complicated, confusing and sometimes frustrating I also understand that there are times when you may feel that I have made a mistake on your account or you have had personal financial difficulties that are sometimes awkward to discuss. I encourage you to bring to my attention any concerns you have about me or our work together. Please talk about this during a session, or call me or email me. If you continue to feel the need to register a complaint about me or my services, my licensing board is: Minnesota Board of Social Work, 2829 University Avenue Southeast, Suite 340, Minneapolis, MN 55414-3239.

Confidentiality Policy: Client records are treated as private and confidential information according to ethical practice and federal and state law. Only with your written permission, can I disclose information to a third party. You have a right to access the information in your file. If I need to release information to, or discuss clinical information about you with another health care professional, I will ask you to sign a "release of information" form. When information is disclosed, only that portion that is relevant is shared. As a client, you have a right to specify which information may be shared and that you can withdraw your consent at any time. If you sign an authorization for release of information, only your specifically identified information, as defined by the HIPPA (Health Insurance Portability and Accountability Act) will be released. You have the right to refuse to sign this form. Please remember that by refusing to sign an authorization form, it may limit my ability to treat you to my fullest capability. If you are using health insurance to pay for my services, the insurance company or HMO will request certain, specific information such as diagnosis, date of services, and sometimes a treatment plan. After you have read this document, I will request that you sign this form. It will authorize me to release only the necessary information to the insurance company or HMO. You may refuse to authorize my release of information to the insurance company, but in that case, you will need to pay for my services out of your own pocket.

Limits of Confidentiality: Federal and State of Minnesota laws and regulations do not protect certain information. As a health care professional and licensed independent clinical social worker, I am a mandated reporter in the following situations:

- If you make a specific threat to harm yourself or someone else, and the risk of danger is deemed imminent, I must take steps to protect you and/or warn the appropriate parties.
- I must report suspected abuse or neglect of a child or a vulnerable adult.
- If you are pregnant and using a controlled substance, I must report it.
- The court may order the release of client records and/or I might be subpoenaed.

In addition, parents or legal guardians of non-emancipated minor clients have the right to access clients' records.

My signature below indicates that I have read and understand the information in this document and have had my questions answered. I agree to abide by the terms of the policies as set forth. I have received a copy of this document.

Client's Signature or Parent/Legal Guardian

Date