

# Information for Clients and Policy of Informed Consent for Psychotherapy

Mount Olivet Counseling Service  
5000 Logan Avenue South  
Minneapolis, MN 55419  
Phone: 612-927-7335  
Fax: 612-927-4259

*A Ministry of Mount Olivet Lutheran Church*

## APPOINTMENTS AND SCHEDULING

Appointments to see Shannon Himango and Suzanne Derheim may be made by calling 612-927-7335 and speaking with Anne, the Office Manager at extension 10. If you wish to leave a message for Shannon or Suzanne about other matters, you may press extension 16 for Shannon and extension 18 for Suzanne to leave a voicemail. Shannon and Suzanne will return your calls as soon as possible. Please keep in mind that Suzanne works only one evening per week. It is your responsibility to schedule and keep your appointments.

If you know that you will not be able to keep an appointment, Shannon and Suzanne would appreciate calls as soon as possible, even if you don't know until the day of your appointment. They would rather have you call than not show up. Thank you in advance for respecting this request.

We are not a crisis center. Although Shannon retrieves and responds to her messages regularly, she does not consistently do so on weekends. Because Suzanne only works one evening per week, she only checks voicemail one or two times per week. If you are in crisis or believe a crisis may arise please call 911 or the Crisis Connection (a 24-hour service) at 612-379-6363.

The front room generally services as the waiting area. **MINOR CHILDREN MUST BE SUPERVISED BY A PARENT AT ALL TIMES.** There is water, tea & hot chocolate available in the kitchen area.

## 1. FEES

Fees for members of Mount Olivet are \$40.00 per session for counseling services, psychiatric and prescriptive medications sessions.

Fees for non-members will be \$80.00 per session.

Please contact the office 24 hours in advance of a cancellation. A pattern of cancellations may result in a cancellation fee being assessed.

We do not send out monthly bills or keep record of payments. You are asked to pay for each session as it occurs unless you make other arrangements. If you are unable to pay the full fee please ask Anne for an Application for Financial Assistance on which you can indicate whatever amount you are able to pay with a minimum payment of \$5.00 per session.

## **2. AREAS OF COMPETENCE**

Shannon L. Himango, M.A., LMFT (Licensed Marriage and Family Therapist)

- a) Provide general practice of counseling for children, adolescents and young adults, individuals, couples and families
- b) Utilization of creative art therapy and play therapy techniques.
- c) Provide parenting support, information and education.

Suzanne E. Derheim, M.A., LMFT (Licensed Marriage and Family Therapist)

- a) Provide general practice of counseling for children, adolescents and young adults, individuals, couples and families
- b) Utilization of creative art therapy and play therapy techniques.
- c) Provide parenting support, information and education.

## **CLIENT BILL OF RIGHTS AND RESPONSIBILITIES**

The purpose of this policy is to ensure that the human rights and civil liberties of all clients are safeguarded. Marriage and Family Therapists who work with children and families deal with individuals and groups of individuals in interrelationship. Therefore all rights and responsibilities that pertain to clients must be considered in terms of individual as well as familial needs. Please read this with careful consideration so we can discuss any questions that may arise.

### **I. CLIENT RIGHTS**

Each client has the right to receive the best care possible without violation of rights. Client rights shall include the following:

- 1) To expect that a therapist has met the minimal qualifications of training and experience required by the law.
- 2) The right to considerate, appropriate and professional treatment.
- 3) The right to respect and privacy in regard to your therapy program. Case consultation is handled without revealing the client's name or other identifying details.
- 4) In order to ensure the best possible care, the interns & professional staff meet weekly to consult and collaborate regarding client care;
- 5) To be informed of the cost of professional services before receiving the services.
- 6) The right to freely discuss your needs and wants, to present suggestions and complaints and to be part of decision-making about your treatment plans and to refuse treatment.
- 7) To have access to their records as provided in subpart 1a and Minnesota Statutes, section 144.335, subdivision 2.
- 8) To examine public records maintained by the Board of Marriage and Family Therapy which contain the credentials of a professional; 2829 University Avenue West, Suite 330, St. Paul, MN 55114. Phone: 651-617-2220.

- 9) To obtain a copy of the Rules of Conduct from the State Register and Public Documents Division, Department of Administration, 117 University Avenue, St. Paul, MN 55155.
- 10) To report complaints to the Board of Marriage and Family Therapy, 2829 University Avenue West, Suite 330, St. Paul, MN 55114. Phone: 651-617-2220.
- 11) To privacy regarding information contained in the case record. No information will be released outside the office without your informed, written consent except for the following instances:
  - a. Your records are court ordered.
  - b. In the case of suspicion of child abuse or neglect or vulnerable adult abuse or neglect.
  - c. If you are pregnant and you are suspected of using controlled substances (such as street drugs) for non-medical purposes, I am required to report this to authorities.
  - d. You are a minor (under age 18), in which case your parents have access to your records. You might be able to request that they not have access.
  - e. In case of an emergency or if you threaten to seriously harm yourself or another, I may have to break confidentiality and summon additional help.
  - f. In case of a threat to seriously harm another I have a legal obligation to warn the intended victim.
  - g. If an insurance company or another third party is paying for my services, that party may have the right to review your records.
  - h. If you disclose misconduct by a licensed health care professional and tell me that person's name, state law requires me to report that to the licensing board. Your name would be included in that report.

The client will be advised if any release of information occurs. For couples or family counseling we maintain only one record with information about both or all of you. Therefore release of information from your record requires consent of all adults and any minors with capacity to consent.

- 12) To be free from being the object of discrimination on the basis of race, religion, gender or other unlawful category while receiving psychological services.
- 13) To be free from exploitation for the benefit or advantage of the psychologist or Marriage and Family Therapist.

## **II. CLIENT RESPONSIBILITIES**

Each client has the responsibility to:

- 1) Refrain from abuse of self, others and property.
- 2) Devote reasonable energy and time to following the treatment plan, which we've created together.
- 3) Be honest, open and willing to share your concerns.

- 4) Keep appointments as made. If you need to cancel please give 24-hour notice if possible.
- 5) Keep current in paying fees (when necessary)
- 6) Respect confidentiality of others you may encounter waiting for an appointment or exiting and entering the building.

### **E-MAIL AND SOCIAL NETWORKING POLICIES**

Please use the receptionist or voice mail to schedule or re-schedule appointments. Please do not email your therapist information related to your therapy sessions, since email is not completely secure or confidential. If you send an email, we will not respond by email. Be aware that all emails are retained in the logs of your and our Internet service providers. While it may be unlikely that someone reads these, they are available to be read by the system administrator of the Internet Service Provider. You should also know that any e-mails received from you become a part of your legal and therapy records. Please do not use SMS (texting), Twitter, Facebook or LinkedIn to contact the therapist. These sites are not secure. We do not accept friend requests or contact requests from current or former clients on any social networking site, since adding clients as friends or contacts can compromise your confidentiality and privacy. It may blur the boundaries of our therapeutic relationship. If you have any questions about this, please ask your therapist when you meet.

### **THE RELATIONSHIP OF THERAPIST AND CLIENT**

The client/counselor relationship is different from other relationships you may have with a physician, dentist, pastor or coach. The boundaries of a therapeutic relationship mean that it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. If you and your therapist encounter each other in the community, the therapist may nod or smile, but will not acknowledge you as anyone he/she knows. The therapist is not being rude, by attempting to maintain your confidentiality. Even though you might invite the therapist, he/she will not attend family gatherings, such as parties or weddings. Your therapist will not celebrate holidays or give you gifts; he/she may not notice or recall your birthday. Please refrain from giving gifts to the therapist. The purpose of these boundaries is to make sure that we are clear in our roles for your treatment and that your confidentiality is maintained. If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with your therapist about it. The therapist will want to address any issues that might get in the way of the therapy as soon as possible.

### **MINORS AND THERAPY AGREEMENT**

**Minors and confidentiality:** If you are a minor, you have a limited right to privacy in that your parents may have access to your records. However, minor clients have rights to complete confidentiality in obtaining counseling for pregnancy and associated conditions, sexually transmitted diseases, and information about drug and alcohol abuse. If the therapist believes that sharing this information will be harmful to you, confidentiality will be maintained to the limits of the law.

Parents, if the child prefers not to volunteer information about the sessions, please respect his/her right to not disclose details. *Unless the child is in clear danger to self or others, or has been abused*, the therapist will normally tell you only the following: whether sessions are attended, whether or not your child is generally participating, and whether or not progress is generally being made. Mental health records are kept confidential to protect the child's ability to speak freely about their relationships and concerns, and it is rarely in the child's best interest to have therapy records read by parents. Parents are encouraged to communicate regularly with their child's therapist. For unattended minors, it is asked that voicemails be left for the therapist prior to the child's session with parents' concerns or issues helpful to therapy process.

**Payment for Minors:** Parents or guardians accompanying minors are responsible for payments or balances *at the time of service*. If a minor is accompanied by an adult other than a parent or guardian, payment is still expected at the time of service. For unaccompanied minors, charges must be paid to the office by cash or check prior to or at the time of service.

#### **FOR PARENTS WHO ARE DIVORCED AND/OR NOT LIVING TOGETHER:**

**Minors and Shared Custody:** Children have ongoing developmental needs for regular contact with both parents, unless it can be shown that this contact threatens the child's safety or mental health. We will attempt to involve both parents in the child's care except in cases of abuse or serious impairment on the part of one or both parents, or when the involvement would be detrimental to the child's mental health or would interfere with the child's treatment. We welcome involvement of noncustodial parents, step-parents, siblings, grandparents and others, but participation in therapy is determined based on the child's needs, and the child's and parents' wishes. At the onset of therapy, each parent is requested to read suggested material regarding co-parenting.

**Authorization for therapy:** In cases where there is *joint legal* custody between parents or guardians who are not married or cohabitating, **we require both parents' authorization and signature for treatment of their minor child/ren, prior to the child being seen.** In cases where one parent has *sole legal* custody of their minor child/ren, only that parent is required to authorize treatment.

**Neutral, helping role:** Because the role is that of the child's helper, the therapist will not become involved in legal disputes or other official proceedings unless compelled to do so by a court of law. *Matters involving custody and mediation are best handled by another professional who is specially trained in those areas rather than by the child's therapist.* However, you should be aware, if you should become involved in a legal matter and the therapist is subpoenaed to court, you will be charged any and all applicable legal fees. Our goal is neutrality; we ask that **neither parent assume bias** or that we take sides between parents in conflict. Our goal is that of working toward more peaceful functioning of the entire family system of the child. If this process becomes too conflictual, we reserve the right to discontinue therapy services. In these situations, co-parenting mediation services may be more appropriate.

**Communication:** Each parent is encouraged to let the therapist know of any difficulties/concerns/ observations they may have, **regarding the child**, (rather than issues re each other, ) before any appointment either parent may schedule. The issues will then be addressed with both parents, in an attempt to remain fair and balanced, and woven into the therapy session with the child. Parents should understand that telephone, face-to-face, email or written communication from either parent will become part of the child's permanent record. As therapy progresses, each parent will be communicated with via an email regarding feedback from the sessions, or if the therapist feels there is something that needs addressed.

**Scheduling appointments:** Either legal guardian/parent may schedule an appointment for their child, and may determine who attends the appointment they schedule. If there is a communication problem resulting in a missed appointment, **the person who scheduled the appointment is responsible for payment** of the missed appointment fee. We expect *parents to inform each other* about scheduled appointments. Nor is it our responsibility to inform either parent of the other's scheduling activity. Each parent is welcome to schedule appointments for **parenting/co-parenting support** for themselves separately as well. *The expectation is that parents will work toward communicating with each other openly regarding therapy, being the best parents they themselves can be, and that each parent will cultivate a healthy relationship and open communication with their child.*

## **COUPLES THERAPY GUIDELINES:**

### **Limitation on Confidentiality When Providing Therapy to Couples:**

There are different expectations and limits about confidentiality in couple's therapy than there are in individual therapy. When the therapist agrees to treat a couple, the therapist considers the relationship between the couple to be the client and hence the couple is the client. For instance, the therapist will not take sides and maintain a goal of neutrality and balance. The therapist will also ask for balance in the participation and input of each participant as well.

If there is a request for the treatment records of the couple, the therapist will need the authorization of both members before releasing confidential information. Also, if the therapist's records are subpoenaed, the therapist will assert the psychotherapist-patient privilege on behalf of the couple, not just an individual.

We ask clients to agree to safety measures in couples counseling, and to not become angry regarding information that may be brought up in session. The goal is that each partner feel free to participate honestly in the process.

During the course of work with a couple, the therapist may see either individual alone for one or more sessions. These sessions are a part of the therapy for the couple, unless otherwise indicated. Generally these sessions are confidential in the sense that the therapist will not release any confidential information to a third party unless required by law to do so or unless the therapist has your written authorization. Since individual sessions in the context of marital /couple therapy can and should be considered a part of the treatment of the couple, the therapist will also seek the authorization of the other individual before releasing confidential information to a third party.

However, be aware that the therapist may need to share information learned in an individual session with both members of the couple, if determined in the best judgment of the therapist that it is important to share the information to effectively serve the therapy of the couple. The therapist will use his/her best judgment about such disclosures and will also, if appropriate, first give the individual the opportunity to make the disclosure. **Thus, if it is important to you to talk about matters which you don't want to share with anyone else, you might want to consult with a different therapist who can treat you separately.**

This "**no secrets**" policy is intended to allow the therapist to treat the couple more effectively by preventing, to the extent possible, a conflict of interest that might arise if an individual's interests are not consistent with the interests of the couple being treated. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple. If the therapist is not free to exercise his/her clinical judgment regarding the need to bring this information to the couple during their therapy, the therapist might be placed in a situation where the therapist will have to terminate treatment. This policy is intended to prevent the need for such a termination.

### **Confidentiality Agreement for Marital or Couples Therapy:**

It is our hope that all parties agree that no party shall attempt to subpoena the therapist's testimony or their records to be presented in a deposition or court hearing of any kind for any reason, such as a divorce case. It is best if both parties agree that the goal of counseling, with individual, marital, or couples therapy, is for the sole purpose of the improvement of psychological and relational distress and that the process of therapy depends on trust and openness during therapy sessions. Therefore we ask that both parties understand that if they request the services of a therapist, they are expected not to use information given to the therapist during therapy sessions for any legal purposes.