



**Residential Services Inc.**

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**INFORMED CONSENT FOR TREATMENT**

Client name:	DOB:	Today's date:
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Welcome to RSI Behavioral Health Services. We look forward to helping you meet your therapy goals. This document will help answer some questions that many clients have when they begin working with us. This will also give you an opportunity to learn more about the agency and how we will work together before choosing to move forward. This is your treatment and we want to assure you are aware of what you will experience and that we will be a good fit for you and your individual needs.

This document will cover the items below as well as other general items throughout:

- What the risks and benefits of therapy are.
- What the goals of therapy are, and what methods of treatment may be used.
- How long therapy might take.
- How much services cost, and how we handle money matters.
- Other important areas of our relationship

After you read this document we can discuss, in person, how these issues apply to your own situation. This document is yours to keep and refer to later. Please read all of it and mark any parts that are not clear to you. Write down any questions you think of, and your therapist will discuss them with you at your first meeting. When you have read and fully understand this document, you will be asked to sign a copy. Your therapist will also sign the form and keep a copy on file in the office.

**What services we provide:**

As an agency, we provide a number of services. We provide individual, couples and family therapy. We also provide ARMHS (Adult Rehabilitative Mental Health Services). This document applies to all for the services we provide, however, if you are utilizing ARMHS, we will provide you with any necessary additional information upon intake.

We have a staff of therapists trained to meet each individual's and family's needs. We utilize a variety of techniques and methods. Attached to this document is a Professional Disclosure Statement on each therapist we employ. As a recipient of our services, you may request a change of therapists at any time if you feel this is not an appropriate fit. We will discuss your other rights as a client later on in this document.

### **Hours of operation and emergency contacts:**

Our office is open for treatment services from 8 am to 4:30 pm. During these hours, you may contact the office, or your individual therapist, for scheduling or other questions.

Your therapist is not available for phone counseling unless you are experiencing a mental health emergency.

If there is an emergency after hours, there are several agencies in town available to you in a crisis. We have listed below several you can use with descriptions for each.

**United Way 211**—This number will connect you to operators that will be able to direct you to any resources you may need, including the mobile crisis unit through the Birch Tree Center: **2-1-1**.

**Birch Tree Center**—Birch Tree Center is a community and regional collaboration providing mobile crisis services and residential crisis stabilization to adults experiencing a mental health crisis or emergency. Birch Tree also offers a mobile crisis team. The mobile crisis team consists of two mental health staff members who are available 24/7 to respond to mental health crisis in our community. Mobile crisis interventions are face-to-face: **2-1-1 or 1-800-543-7709 or text “LIFE” to 61222**

**Miller Dwan Crisis Line**—This is for any mental health emergency and is answered 24 hours a day: **(218) 723-0099**

**Warmline**—A service provided by the Mental Health Consumer/Survivor Network of Minnesota (MHCSN), this is a telephone number you can contact if you simply need someone to talk to and there is not a serious life threatening emergency: **(218) 724-1407 or (866) 434-3780**

**LSS Parent Warmline**—The LSS Parent Warmline is free and confidential services for parents with children of all ages seeking support and information. Trained volunteers staff the phone lines from noon to midnight: **(218) 525-3242**

**Bethany Crisis Nursery**—A 24 hour, 7 days a week shelter that provides a safe environment to chemically free children from newborn to 17 years old: **(218) 626-1901**

**Safe Haven Shelter and Resource Center**—Provides a variety of services for women and children who are impacted by physical, sexual or emotional abuse. They provide a 24 hour crisis phone line, individual advocacy, legal advocacy, information and referrals, support groups and community education. They have an emergency shelter as well as a resource center: **(218) 728-6481**

**Wellstone Crisis Services, Range Mental Health Center-Eveleth, MN--** This community-based program is designed to assist adults experiencing a mental health crisis or emergency. The program offers individualized services that meet the unique needs of those being served. The program is licensed by the Minnesota Department of Human Services and is staffed around the clock by highly trained mental health professionals and skilled nursing staff. Each resident has a private room and most insurance, including Medicaid, is accepted. The program utilizes evidence-based, recovery-oriented services: **218-471-4327 or 218-744-9632**

## **Benefits and Risks of Treatment:**

### **Benefits**

There are many benefits to therapy, some of which are improved mood, gaining confidence, resolving trauma, improved relationships. In therapy, you have the opportunity to address your emotions and work to solve problems. Growth can happen in all areas of life.

### **Risks**

As with any treatment, there are some risks as well as the any benefits of therapy. Sometimes things may seem to get worse before they get better. Most of these risks are to be expected when making changes in your life. Finally, even with our best efforts, there is a risk that therapy may not be successful. We are committed to refer you to another therapist either in or outside of our organization if necessary.

### **Risks pertaining to insurance**

You must also be aware of insurance company requirements. If you choose to use your insurance to pay for therapy, *a diagnosis will be made for billing purposes*. We strongly encourage people to research their various insurance policies that may or may not be affected by a diagnosis. Please discuss any diagnosis information thoroughly with your therapist.

## **What to expect:**

### **Initial Session(s)**

The first session will consist primarily of obtaining a clear understanding of your issues and goals and establishing a relationship. Following this, you will work with your therapist to create an individualized treatment plan to meet goals you have identified in the initial session. Each session will run approximately 50 minutes. In the beginning, sessions are usually scheduled weekly or every two weeks, although you may wish to deviate from that schedule as your needs dictate. After you have progressed in therapy you will begin spreading those sessions apart by longer intervals of time.

### **Length of therapy**

The length of therapy varies given the uniqueness of each person's circumstances. Much therapy can be completed within 8 to 12 sessions. In other cases, fewer may be sufficient to meet a person's needs. There are also circumstances when a person's difficulties may be more complex. In this case, you may choose to continue meeting on a longer basis.

## **The therapeutic relationship:**

The relationship you will establish with your therapist is a professional one. The relationship is therapeutic and does not translate into a friendship. If you and your therapist were to interact in any other capacity, it would be considered a "dual relationship," which according to Minnesota law, are to be avoided whenever possible. Some dual relationships are also illegal. Your therapist is bound by legal and ethical requirements to refrain from certain types of dual relationships. It is against the Minnesota law to have a sexual relationship with a current or former client.

## **Community Interactions**

There may be times you will see your therapist in the community. The therapist will not stop to have a conversation with you in order to protect your confidentiality. If you are comfortable having a conversation while in public, it is expected you would initiate this type of interaction. If a conversation takes place, keep the conversation short and related to non-therapy issues.

## **Confidentiality and Limits to Confidentiality**

### **Confidentiality**

The contents of a counseling, intake, or assessment session are considered to be confidential. Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. It is the policy of RSI not to release any information about a client without a signed release of information.

### **Limits to confidentiality**

State law mandates that mental health practitioners/professionals may need to report the following situations to the appropriate persons and/or agencies:

**Duty to Warn and Protect:** When a client discloses intentions or a plan to harm another person, the health care practitioner/professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care practitioner/professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

**Abuse of Children and Vulnerable Adults:** If a client states or suggests that he or she is currently or has recent been abusing a child or vulnerable adult, or a child or vulnerable adult is in danger of abuse, the health care practitioner/professional is required to report this information to the appropriate social services and/or legal authorities.

**Prenatal Exposure to Controlled Substances:** Health care practitioner/professionals are required report admitted prenatal exposure to controlled substances that are potentially harmful.

**Professional Misconduct:** Other health care practitioner/professional must report professional misconduct by a health care practitioner/professional. In cases in which a practitioner/professional or legal disciplinary meeting is being held regarding the health care practitioner/professional's actions, related records may be released in order to substantiate disciplinary concerns.

**Court Orders:** Health care practitioner/professionals are required to release records of clients when a court order has been placed.

**Minors/Guardianship:** Parents or legal guardians of minor clients under the age of 12 have the right to access the client's records. Not the special provisions relating to minors in the following section.

**Consultation/Supervision:** We are required ethically by our boards to engage in regular consultation with our peers in order to uphold our integrity as professionals. Information about clients may be disclosed in consultations with other practitioners/professionals in order to provide the best possible treatment. In such cases the name of the client, or any identifying information, is not disclosed.

## **Confidentiality Related to Families and Children:**

### **Restrictions pertaining to children and adults with guardians**

When treating children under the age of 12, the agency must surrender any information requested by parents. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they share will be treated as confidential. However, parents or guardians do have the right to *general* information, including how therapy is going. If any abuse or neglect is reported, this will also be shared with the parents or guardians.

### **Families**

In cases where several members of a family (parents and children or other relatives) are involved in treatment, the confidentiality situation can become very complicated. A therapist may have different duties toward different family members. At the start of treatment, you and your therapist will develop a clear understanding of the therapist's role in the family. This will help establish what confidentiality limits may or may not exist.

### **Secrets**

When a therapist is told of secrets being kept between family members, it can destroy the therapeutic relationship and halt progress from being made. Your therapist cannot continue pursuing goals without addressing secrets that potentially are harmful to the relationship or other members of the family. Your therapist will work with you to decide on the best long term way to handle situations like this.

### **Custody**

If you and your spouse have a custody dispute, or a court custody hearing is coming up, you will need to make your therapist aware of this. The therapists we employ do not engage in custody evaluations and their ethics prevent them from doing so.

### **Divorce**

If you come to the agency for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request testimony for either side. The court, however, may order a therapist to testify via court order. Unless a court order is initiated, the therapist will not testify on behalf of either side of the marital relationship.

## **Your Records:**

We are required by law to maintain accurate records on our interactions. Our records will contain the following:

- Your identifying data (name, date of birth, insurance, etc.) including the presenting problem
- Treatment plan with a diagnosis and justification for the diagnosis and treatment goals
- Accurate chronological listing of all client contacts and a summary of each
- Records of any consultation or supervision received in relation to you
- Termination statement indicating date and reason for termination, your condition at the time and any recommendations made to you pertaining to termination

- Copies of all releases of information and any other legal forms pertaining to you
- Chronological listing of all the fees or charges for services related to you and who the fees were charged to. This record may also be kept separate from your clinical file

### **Access to your records:**

You have the right to access your records at any time. Rather than release everything, if requested, we will release a summary of your treatment and progress made. If there is anything in your record your therapist feels would be damaging to you therapeutically, the therapist reserves the right to withhold that information.

### **Inclusions of others in therapy and records**

In the case where another adult family member or significant other is present during a session, where it be as a collateral or otherwise, that sessions' progress note will be considered "contaminated." This means in the case that a request is made to release information to a 3<sup>rd</sup> party any information that would make reference to the other party's direct input would be blackened out; or alternatively, that both parties' signatures would be required to forward such information on to a 3<sup>rd</sup> party (outside of to the insurance company for billing purposes).

### **Release of Information**

We will not release any information to a 3<sup>rd</sup> party without specific, prior written consent from you. This release of information will include the following information to assure we are very specific in what we are releasing or requesting about you.

- Your identifying information (name, date of birth etc.)
- Full identification of therapist requesting information AND the professional from whom we are requesting or vice versa
- Purpose-how is the information going to be used specifically
- Scope-what information do I need in order to fulfill the need of the request
- Duration-how long is the release of information for
- Revocation-who to contact and how to revoke the release of information

### **Your rights as a consumer of therapeutic services**

As a client, you have rights. These are your rights according to Minnesota Law:

- To expect that a therapist has met the minimal qualifications of training and experience required by state law
- To examine public records maintained by the licensing board of your therapist
- To obtain a copy of the code of ethics from the State Register and Public Documents Division, Department of Administration, 117 University Avenue, St Paul, MN 55155
- To privacy as defined by rule and law
- To be free from being the object of discrimination on the basis of race, religion, gender or other unlawful category while receiving services
- To have access to their records as provided in Minnesota Statutes, section 144.292
- To be free from exploitation for the benefit or advantage of a therapist

### **Complaint Procedures:**

It is our intention as an agency to fully abide by all the rules of the individual Licensing boards of our therapists. Problems can arise in your relationship with your therapist, just as in any other relationship. The complaint procedures is expected to go as follows:

1. Address the therapist directly regarding your concerns.
2. If you are uncomfortable addressing concerns with your therapist, you may contact Gordy Hoelscher, Clinical Director at RSI at 218-740-7619.
3. You can also address concerns with Jon Nelson, Executive Director at RSI at 218-740-7606.

You also have the right to contact the licensing board of the therapist.

- To report complaints to the individual licensing board of your therapist
  - Board of Marriage and Family Therapy, University Park Plaza Building, 2829 University Avenue SE, Suite 330, Minneapolis MN 55414. 612-617-2220
  - Board of Behavioral Health and Therapy (LPCC), University Park Plaza Building, 2829 University Avenue SE, Suite 210, Minneapolis MN 55414. 612-548-2177
  - Board of Social work University Park Plaza Building, 2829 University Avenue SE, Suite 340, Minneapolis MN 55414. 612-617-2100

At RSI, we do not discriminate against clients because of any of these factors: age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, gender identification, or criminal record unrelated to present dangerousness. This is an agency wide commitment, as well as being required by federal, state and local laws and regulations. We will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to the agency's attention immediately.

### **Your responsibilities as a consumer of therapeutic services:**

You are a partner in the therapeutic relationship and should actively participate in the therapeutic process. Actively participating means for you to be present at all therapy sessions, communicate honestly with your therapist, and complete homework assignments. If you attend group therapy sessions, you will also be expected to interact with other group members. By reporting changes in your life as you proceed through therapy, you will help your therapist accurately track your progress. We believe that you will see positive self-improvement if you adequately participate in therapy.

However, you are the manager of your behavior and are ultimately in charge of your progress. We will offer you the best assistance that we are able to provide but cannot guarantee results. Your participating in therapy is voluntary, and you maintain the right to withdraw from therapy services at any time during the course of therapy for any reason.

### Cancellation Policy

Because we believe you as a client hold responsibility for your own treatment, we have a cancellation policy we must follow. This is in place to assure you are invested in your treatment and if you are showing that you are not due to repeated cancellations, we will follow this protocol.

#### **CANCELLATION OF SCHEDULED APPOINTMENTS must be done with a 24 hour notice.**

- If three appointments are missed, either by “late cancellation” or “no-show,” **all future appointments may be canceled.** If future appointments are canceled, it is the client’s responsibility to make contact with their provider, and to present a plan to reestablish services, which initially may be done on a cancellation call list, per the availability of the provider and clinical necessity. Termination of services may also be considered by the therapist.
- In the event you were referred for services by a social services case manager or probation officer, with proper release of information, they will be notified of your absences.

### Fees, Billing and Payments:

RSI Behavioral Health Services is dedicated to providing you with high quality mental health care. In order to maintain that commitment we must collect our billing in a timely manner. This policy is designed for that purpose.

- It is required that clients wishing to use insurance benefits provide RSI with their current insurance carrier information, as well as inform us of any insurance changes. RSI will verify eligibility.
- In most cases and when clients choose to use their medical insurance, claims for service will be filed by RSI with insurance carriers for which we are providers. This includes both primary and secondary CONTRACTED insurance plans.
- Clients are required to pay for all treatment at the time of service, unless coverage through an insurance plan for which we are providers has been documented. Fees are as follows:
  - **Diagnostic Interview \$141.54**
  - **Therapy Office Visit 20-30 minutes \$58.49**
  - **Therapy Office Visit 45-50 minutes \$89.69**
  - **Therapy Office Visit 75-80 minutes \$135.70**
  - **Group Therapy Session \$33.91 per individual**
  - **Family Session without identified patient \$93.58**
  - **Family Session with identified patient \$111.13**
- Payments are accepted by means of check, cash, or credit card. A NSF fee of \$35.00 will be collected on all returned checks.
- CO-PAYMENTS in the amount of \$\_\_\_\_\_, in the form of check, cash, or credit card must be made at the time of service, per your insurance contract. By law, we may not waive co-pays for either insurance or Medicare. (These will be determined at the time of the visit based on individual insurance requirements.)
- Services(s) may be temporarily interrupted for past due balances or until arrangements for payment are made.

- If an insurance company does not pay for treatment OR requires client co-insurance or deductible amounts to be paid by the client, the client will be responsible for this amount which may not be known at the outset of service.
- Any remaining deductible or co-insurance amounts will be billed to clients. Payment for services is required within 30 days of receipt of the itemized bill. Interest of 1.5% per month is added on accounts past 30 days.
- If financial difficulties or hardship arise, the client must call RSI's billing department to make acceptable payment arrangements. Those arrangements will be determined on a case-by-case basis.
- A client may leave therapy at any time, and by signing this document agrees to pay all outstanding fees associated with their account.

If you do not have health insurance, or your insurance company denies our services, or you prefer not to use your health insurance, you may pay out of pocket using cash, check, or credit card. We have a sliding scale fee agreement as well which is listed below.

If you qualify for use of this sliding fee scale, we will also assist you in applying for Medical Assistance. It is very likely that you would qualify for this assistance. This will assure you are able to best meet your health care needs.

Poverty Level	100%	125%	150%	175%	200%	>200%
Family Size	Minimum Fee (\$5)	20% pay	40% pay	60% pay	80% pay	100% pay
1	\$11,670	\$14,588	\$17,505	\$20,423	\$23,340	\$23,341
2	\$15,730	\$19,663	\$23,595	\$27,528	\$31,460	\$31,461
3	\$19,790	\$24,738	\$29,685	\$34,633	\$39,580	\$39,581
4	\$23,850	\$29,813	\$35,775	\$41,738	\$47,700	\$47,701
5	\$27,910	\$34,888	\$41,865	\$48,843	\$55,820	\$55,821
6	\$31,970	\$39,963	\$47,955	\$55,948	\$63,940	\$63,941
7	\$36,030	\$45,038	\$54,045	\$63,053	\$72,060	\$72,061
8	\$4,090	\$50,133	\$60,135	\$70,158	\$80,180	\$80,181
For each additional person, add	\$4,060	\$5,075	\$6,090	\$7,105	\$8,120	\$8,120

Based on 2014 HHS Poverty Guidelines (<http://aspe.hhs.gov/poverty>)

**Termination and Referrals:**

If, at any time during the therapy process, you or your therapist feels you would be better suited with another therapist, you will be given 3 names of other providers in the area you can contact for services. This is your right as a client and we want to see you get treatment from whoever will best suit your needs. This is something you should not be afraid to do, and we encourage you to discuss your feelings regarding your treatment openly with your therapist.

Upon termination of services with our agency, we will create a termination of services statement which states date and reason for termination, your condition at the time and any recommendations made to you pertaining to termination. This statement will be signed by you and your therapist.

**Written Acknowledgement of Consent for Treatment**

I have read this “Informed Consent for Treatment” and it has been fully explained to me. I am of sound mind and am fully competent to understand to give informed and willing consent for treatment, either for myself or as a guardian for an adult and/or a minor child(ren) listed below. Therefore, I hereby understand fully and agree to the terms laid out in this document, I authorize the assigned practitioner/professional to administer services and to treat myself or a person or persons for who I am guardian.

**Check one box**

- I hereby authorize RSI Behavioral Health Services to release all billing and medical information regarding my diagnosis and treatment to any third party payer, when such information is requested for payment utilization review or coverage determination purposes.
- I am making payment for services directly; therefore I am not authorizing a release of information for billing purposes.

**My signature below means that I understand and agree with all of the points above.**

\_\_\_\_\_  
Signature of client

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Printed Name

Implemented on 2/17/15  
JS