

Date: \_\_\_\_\_ Marital Status:  Married  Single  Divorced  Widowed  Separated

Name: \_\_\_\_\_ Telephone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Occupation: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Religion while growing up:  None  Jewish  Protestant  Catholic  Other

Education:  Some High School  High School Graduate  Post High School Training  College  Graduate Work

Name of Spouse: \_\_\_\_\_

Children: (first name/age) \_\_\_\_\_

Please check if you have ever had a:  Child Die  Stillbirth  Pregnancy Terminated  Child Adopted

Are you in counseling now?:  Yes  No If yes, with whom?: \_\_\_\_\_

Name of Medical Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

When was your last medical physical?: \_\_\_\_\_ Please explain any unusual circumstances/outcome of the exam \_\_\_\_\_

Are you currently on medications?:  Yes  No If yes, for what reason?: \_\_\_\_\_

Medication prescribed by:  Psychiatrist  Other Medical Doctor

Type of medication?: \_\_\_\_\_ Dosage?: \_\_\_\_\_

Name of Psychiatrist/Doctor: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Please list person whom we could contact in an emergency:

Name/Relationship to You: \_\_\_\_\_ Telephone: \_\_\_\_\_

By whom were you referred?: \_\_\_\_\_

**PROBLEM AREAS**

PLEASE CHECK YOUR RESPONSE.

	<b>Not a Problem</b>	<b>Mild Problem</b>	<b>Moderate Problem</b>	<b>Severe Problem</b>	
1. Financial Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>RATE YOUR OVERALL LEVEL OF DISTRESS:</b> <input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe
2. Physical health and/or handicap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Misuse of drugs or alcohol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Spiritual concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Sexual concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Problems between parents/children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>HOW LONG HAVE YOU BEEN EXPERIENCING THESE PROBLEMS?:</b> <input type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input type="checkbox"/> 6-12 Months <input type="checkbox"/> 1-2 Years <input type="checkbox"/> 3-4 Years <input type="checkbox"/> 5 or More Years
7. Physical abuse/violence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Problems with aging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Communication Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Problems with pregnancy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Separation or divorce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Problems between husband/wife	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Trouble relating to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Career problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Legal difficulties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Lack of self-esteem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18. Food/body image issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

WHAT SYMPTOMS HAVE YOU BEEN FEELING (PLEASE CHECK)?:

- Numb
- Depressed
- Hopeless
- Confused
- Disappointed/Let Down
- Empty
- Sad
- Fearful
- Panic Attacks
- Anxiety
- Nervousness
- Tense
- Anger
- Hostile/Violent
- Resentful
- "Used"/Put Upon
- Embarrassed
- Shameful/Inadequate
- Lonely
- Guilty
- Trapped
- Fatigue
- "Wired"/Unable to Slow Down
- Sleep Problems:
  - Too much sleep
  - Not enough sleep/ interrupted sleep
  - Nightmares
  - Flashbacks
- Headaches
- Worry
- Racing Thoughts/Obsessive Thoughts
- Compulsive Behaviors (specify) \_\_\_\_\_
- Weight Gain
- Weight Loss
- Memory Impairment
- Trouble Concentrating
- Hallucinations Voice/Visual
- Other \_\_\_\_\_

HOW LONG HAVE YOU BEEN EXPERIENCING THESE SYMPTOMS/FEELINGS?:

- Under 3 Months
- 3-6 Months
- 6-12 Months
- 1-2 Years
- 3-4 Years
- 5 or More Years
- All My Life

**PREVIOUS THERAPY HISTORY**

Please list all previous counseling, psychotherapy or treatment. Include outpatient and inpatient hospital stays. Begin with your earliest experience and work forward to present.

1. WHEN (year) \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ Weekly or \_\_\_\_\_  Individual  Couple  Family  Group

WHERE (Name of therapist/clinic/hospital):

Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Reason for seeking therapy: \_\_\_\_\_

What did you learn about yourself?: \_\_\_\_\_

Was medication prescribed during this time?:  Yes  No

If yes, what medication \_\_\_\_\_ Dosage: \_\_\_\_\_ Prescribed for what \_\_\_\_\_

Are you still taking the prescribed medication  Yes  No. If not, for how long did you use? \_\_\_\_\_

2. WHEN (year) \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ Weekly or \_\_\_\_\_  Individual  Couple  Family  Group

WHERE (Name of therapist/clinic/hospital):

Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Reason for seeking therapy: \_\_\_\_\_

What did you learn about yourself?: \_\_\_\_\_

Was medication prescribed during this time?:  Yes  No

If yes, what medication \_\_\_\_\_ Dosage: \_\_\_\_\_ Prescribed for what \_\_\_\_\_

Are you still taking the prescribed medication  Yes  No. If not, for how long did you use? \_\_\_\_\_

3. WHEN (year) \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ Weekly or \_\_\_\_\_  Individual  Couple  Family  Group

WHERE (Name of therapist/clinic/hospital):

Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Reason for seeking therapy: \_\_\_\_\_

What did you learn about yourself?: \_\_\_\_\_

Was medication prescribed during this time?:  Yes  No

If yes, what medication \_\_\_\_\_ Dosage: \_\_\_\_\_ Prescribed for what \_\_\_\_\_

Are you still taking the prescribed medication  Yes  No. If not, for how long did you use? \_\_\_\_\_

**NOTE: PLEASE USE A SEPARATE SHEET OF PAPER FOR ADDITIONAL SPACE IF NEEDED.**

## BACKGROUND

IDENTIFY AREAS OF CONCERN THAT APPLY TO YOU OR A FAMILY MEMBER.

Write in self, mother, father, brother, sister, spouse, lover in the space provided.

- |   |   |
|---|---|
| <input type="checkbox"/> Smoker _____                   | <b>Food/Eating Disorders</b>                                    |
| <input type="checkbox"/> Alcohol Abuse _____            | <input type="checkbox"/> Compulsive Eater _____                 |
| <input type="checkbox"/> Dependent _____                | <input type="checkbox"/> Bulemic _____                          |
| <input type="checkbox"/> Other Drug Abuse _____         | <input type="checkbox"/> Anorexic _____                         |
| <input type="checkbox"/> Drug Dependent _____           | <input type="checkbox"/> Exercise Addict _____                  |
| <input type="checkbox"/> Too Religious _____            | <input type="checkbox"/> Sexual Addict _____                    |
| <input type="checkbox"/> Helpless/Victim _____          | <input type="checkbox"/> Numerous Affairs _____                 |
| <input type="checkbox"/> Pleaser _____                  | <input type="checkbox"/> Sexually Abusive _____                 |
| <input type="checkbox"/> "Picture Perfect" _____        | <input type="checkbox"/> Emotionally Abusive _____              |
| <input type="checkbox"/> Too Positive _____             | <input type="checkbox"/> Physically Abusive _____               |
| <input type="checkbox"/> Too Negative _____             | <input type="checkbox"/> Panic/Anxiety Attacks _____            |
| <input type="checkbox"/> Rageaholic _____               | <input type="checkbox"/> Too Dependent _____                    |
| <input type="checkbox"/> Compulsive Cleaner _____       | <input type="checkbox"/> Too Independent _____                  |
| <input type="checkbox"/> All Rational/Non-Feeling _____ | <input type="checkbox"/> Depression _____                       |
| <input type="checkbox"/> Compulsive Gambler _____       | <input type="checkbox"/> Workaholic _____                       |
| <input type="checkbox"/> Other _____                    | <input type="checkbox"/> Chronic Mental Illness/Diagnosis _____ |
| _____   | <input type="checkbox"/> Chronic Physical Illness/Disease _____ |

How would you describe yourself as a child? \_\_\_\_\_

Who raised you as a child? \_\_\_\_\_

Were your parents separated, divorced, or did one parent die while you were growing up? Please explain. \_\_\_\_\_

How many brothers and sisters do you have? \_\_\_\_\_

What number child are you?  Only  First  2nd  3rd  \_\_\_\_\_

How were you disciplined as a child? \_\_\_\_\_

Which parent were you closer to as a child?  Mother  Father  Both the Same

Were you sexually abused by anyone as a child or adolescent?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Were you emotionally abused by anyone as a child or adolescent?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Were you physically abused by anyone as a child or adolescent?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Have you been physically beaten, emotionally battered or sexually abused/raped by a spouse or anyone else as an adult?

Yes  No  Not Sure. Please explain. \_\_\_\_\_

Are you currently being physically beaten or emotionally battered?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Have you sexually abused a child, adolescent or an adult?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Have you emotionally abused a child, adolescent or an adult?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

Have you physically abused a child, adolescent or an adult?  Yes  No  Not Sure. Please explain. \_\_\_\_\_

**CURRENT HISTORY**

Are you feeling suicidal?  Yes  No

Have you ever had suicidal thoughts?  Yes  No If yes, how recently? \_\_\_\_\_

Have you ever made a plan to commit suicide?  Yes  No If yes, please explain \_\_\_\_\_

\_\_\_\_\_

Have you every attempted suicide  Yes  No If yes, state when and what happened \_\_\_\_\_

\_\_\_\_\_

Why are you seeking therapy? \_\_\_\_\_

\_\_\_\_\_

What symptoms are you experiencing? \_\_\_\_\_

\_\_\_\_\_

What do you hope to gain from therapy? \_\_\_\_\_

\_\_\_\_\_

Do you know what some of the defenses are that keep you "stuck"? Please explain \_\_\_\_\_

\_\_\_\_\_

How might you sabotage yourself/your therapy work? Please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How satisfied are you with:

a) your work/career? \_\_\_\_\_

b) your social life/friendships? \_\_\_\_\_

c) your intimate life? (spouse/lover) \_\_\_\_\_

d) your sexuality? \_\_\_\_\_

Please include any other information that you think would be helpful for us to know about you. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: **Friel Associates ClearLife®**  
**PO Box 120148**  
**New Brighton, MN 55112**  
**651.628.0220 telephone**  
**651.628.4909 secure fax**

**Friel Associates ClearLife® Reno**  
**216 Mt. Rose Street**  
**Reno, NV 89509**  
**775.337.0299 telephone**  
**651.628.4909 secure fax**

Signature Page For Receipt Of Minnesota HIPAA Notice Form, Psychotherapist-Patient Services Agreement, And Medicare Part B Non-Participation

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED THE 6-PAGE “MINNESOTA PSYCHOTHERAPIST-PATIENT AGREEMENT” AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE 4-PAGE “HIPAA NOTICE FORM” DESCRIBED ABOVE.**

_____ Signature of Client #1	_____ Date
_____ Signature of Client #2	_____ Date
_____ Signature of Parent Or Guardian	_____ Date

**ATTENTION!! BY SIGNING BELOW, YOU ARE AGREEING THAT YOU ARE NOT COVERED BY MEDICARE PART B (SUPPLEMENTAL MEDICARE POLICY THAT COVERS MENTAL HEALTH CLAIMS), AND THAT IF YOU EVER ACQUIRE COVERAGE UNDER MEDICARE PART B, YOU WILL NOTIFY US IMMEDIATELY, NO LATER THAN THE BEGINNING OF YOUR NEXT THERAPY SESSION.**

_____ Signature of Client #1	_____ Date
_____ Signature of Client #2	_____ Date
_____ Signature of Parent Or Guardian	_____ Date

Signature Page For Agreeing With Minnesota Psychotherapist-Patient Services Agreement

**NOTE! I HAVE READ THE POLICIES REGARDING CANCELLATION OF APPOINTMENTS, AND HEREBY AGREE TO ABIDE BY THOSE POLICIES. I UNDERSTAND THAT A 50-MINUTE APPOINTMENT REQUIRES CANCELLATION AT LEAST 24 HOURS (NOT 23 HOURS) PRIOR, TO AVOID BEING CHARGED. APPOINTMENTS LONGER THAN 50 MINUTES (E.G., 2-HR OR 4-HR APPOINTMENTS) REQUIRE PRIOR CANCELLATION OF 48 HOURS, 96 HOURS, ETC. TO AVOID BEING CHARGED FOR A MISSED APPOINTMENT.**

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED, READ, AND AGREE TO THE TERMS OF THE 6-PAGE “MINNESOTA PSYCHOTHERAPIST-PATIENT AGREEMENT.”**

_____ Signature of Client #1	_____ Date of Birth	_____ Date
_____ Signature of Client #2	_____ Date of Birth	_____ Date
_____ Signature of Parent Or Guardian	_____ Date of Birth	_____ Date





**John C. Friel, Ph.D.**  
 MN Lic LP0504  
 NV Lic PY0370  
**Linda D. Friel, M.A.**  
 MN Lic 0724  
 Licensed Psychologists

Friel Associates  
 PO Box 120148  
 New Brighton, MN 55112-0013

Tel: 651/628-0220  
 Fax: 651/628-4909

**MINNESOTA NOTICE FORM**

**Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Patient’s Health Information**

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

We may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment, and Health Care Operations*”
  - *Treatment* is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
  - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters, such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within our practice group, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of our practice group, such as releasing, transferring, or providing access to information about you to other parties.

**II. Uses and Disclosures Requiring Authorization**

We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment or health care operations, we will obtain an authorization from



you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

Please remember that if your spouse or significant other calls our office to ask if you made it to your appointment, or if you are still in therapy, or for any other reason, we can only say that we cannot comment about whether or not someone is our client. This holds even if the two of you are in couple therapy with us. Please do not contact our office and attempt to get any information **from** us about a client. If you have information to **share with us** about a friend, acquaintance, or loved one whom you believe to be in therapy with us, please feel free to do so. But remember that we cannot share anything in return.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If we know or have reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years, we must immediately report the information to the local welfare agency, police or sheriff’s department.
- **Adult and Domestic Abuse:** If we have reason to believe that a vulnerable adult is being or has been maltreated, or if we have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, we must immediately report the information to the appropriate agency in this county. We may also report the information to a law enforcement agency.

“*Vulnerable adult*” means a person who, regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:

- (i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and
- (ii) because of the dysfunction or infirmity and the need for assistance, the individual has an impaired ability to protect the individual from maltreatment.

- **Health Oversight Activities:** The Minnesota Board of Psychology may subpoena records from us if they are relevant to an investigation it is conducting.
- **Judicial and Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is privileged under state law and we must not release this information without written authorization from you or your legally appointed representative, or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. We will inform you in advance if this is the case.

- **Serious Threat to Health or Safety:** If you communicate a specific, serious threat of physical violence against a specific, clearly identified or identifiable potential victim, we must make reasonable efforts to communicate this threat to the potential victim or to a law enforcement agency. We must also do so if a member of your family or someone who knows you well has reason to believe you are capable of and will carry out the threat. We also may disclose information about you necessary to protect you from a threat to commit suicide.
- **Worker's Compensation:** If you file a worker's compensation claim, your prior approval and/or a release of information is not required in order for us to release your records to your employer, insurer, and the Department of Labor and Industry.

#### IV. Patient's Rights and Psychologist's Duties

##### Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are not required to agree to a restriction your request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. On your request, we will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI (and psychotherapy notes) in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. This request must be in writing, dated, and signed. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

##### Psychologist's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.

- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide you with a revised notice by e-mail, U.S. Mail, or in person at a therapy session.

#### V. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the Minnesota Board of Psychology, 2829 University Avenue S.E., #320, Minneapolis, MN 55414-2240, 612/617-2230.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

#### VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by e-mail, U.S. Mail, or in person at a therapy session.

**John C. Friel, Ph.D.**

MN Lic LP0504

NV Lic PY0370

**Linda D. Friel, M.A.**

MN Lic 0724

Licensed Psychologists

## MINNESOTA PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Friel Associates/Lifeworks/ClearLife®. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail.

**The law requires that we obtain your signature acknowledging that we have provided you with this information.** Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session; or, if you are an ongoing client, before our next session. We can discuss any questions you have about the procedures then. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time, except for the portions of it pertaining to appointment cancellation notification times, billing and payments, and insurance reimbursement.. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. **You should be aware that, except for the exceptions noted above, this Agreement will be in effect for one year from the date of signing unless you specifically request that it remain in effect for a shorter time. This contract, or any provision of this contract, can be revoked by you at any time, except to the extent that we have relied on it.**

### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **INTAKE PROCEDURES \*\* SESSIONS \*\* POLICY REGARDING MISSED APPOINTMENTS**

We normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if we are the best people to provide the services you need in order to meet your treatment goals. As part of the initial evaluation, you will be asked to complete and sign an Intake Form, and within the first few sessions, you will be asked to complete either the entire Minnesota Multiphasic Personality Inventory (MMPI-2), the first 370 items of the MMPI-2, or the Millon Clinical Multiaxial Inventory (Millon-III). The frequency and duration of our sessions will be determined by you and us, depending on your issues and circumstances. When psychotherapy starts, we will usually schedule one 50-minute session (one appointment segment of 50 minutes duration) to begin with, although in the case of our couple intensives, this session length may be up to 12 segments in length (12 x 50 minutes = 600 minutes). Individual, group, and couple sessions may vary in length depending on the therapist and the situation.

**Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, by calling our office at 651/628-0220. We will keep a recording of your telephone message with its date and time stamp if we deem it necessary. In the case of sessions longer than a 50-minute segment, this notice time will increase as follows: 48 hours for a 2-segment session, 72 hours for a 3-segment session, 96 hours for a 4-segment session, and 10 days for a weekend couple intensive of 8-12 segments. A non-refundable deposit may also be required in the case of these longer intensives. There are very few reasons for missing an appointment that will not fall under this rule, and we must both agree that you were unable to attend due to circumstances beyond your control. "Forgetting" does not meet this criterion. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Please also note that if you miss your scheduled appointment, it may take up to 2-3 weeks to get in to see us again.**

### **PROFESSIONAL FEES**

Our hourly fee for **individual, couple, or family therapy** is **\$140**, our fee for **group therapy** is **\$60**, and the fee for the MMPI-2 or Millon-III is **\$50**. There is a **\$25** charged for any checks returned N.S.F. In addition to weekly appointments, we charge **\$140** per hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, **telephone conversations lasting longer than 5 minutes**, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge **\$300 per hour** for preparation and attendance at any legal proceeding. **We do psychotherapy. If you believe that you will need a psychologist to do legal work for you, please let us know in the beginning, and we will try to find another professional with whom you can work.**

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than **60 days** and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which will require me to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

**Assignment of Benefits/Overpayments:** Should there be an unpaid balance due on your account, you hereby authorize your insurance carrier to assign benefits to the provider, Friel Associates—that is, to pay us directly rather than paying you. Should there be an overpayment on your account, a refund will be promptly sent to you.

## **INSURANCE REIMBURSEMENT**

**We are not on any insurance panels, we do not file insurance forms, and we do not guarantee insurance coverage. We will not code your claim for couple therapy as individual therapy, which would be considered insurance fraud. If we are seeing you as an *individual client* and ask you to bring in your significant other for a session or two, as an adjunct to your individual therapy, then it will still be coded as individual therapy.** We will send you a statement at the end of each month with the **appropriate** procedure code and diagnosis code, which you can then submit to your insurance carrier if you would like. As noted elsewhere, we expect payment at the time of service, which can be made by check, cash, VISA, or MasterCard. Individual insurance policies, even within companies, vary widely. It is very important that you find out exactly what mental health services your insurance policy covers. We are both Licensed Psychologists, and the work you do with us is either outpatient individual or group psychotherapy.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

## **CONTACTING US**

We are often not immediately available by telephone. Our telephone is answered by voice mail that we monitor frequently. We will make every effort to return your call within 24 hours, but please remember that unless you are in a life-threatening crisis, it is part of therapy to learn to handle personal difficulties until your next scheduled appointment. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest hospital emergency room and ask for the psychologist or psychiatrist on call, or dial 911. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written **Authorization Form** that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- we may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we employ limited administrative staff whom we have known for many years. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. As psychologists, we are both bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of one of us.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided to you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your, or your legal representative's, written authorization, or a **court order**. **If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.**
- If a government agency, pursuant to their lawful authority, is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a workers compensation claim, we must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include the patient's employer, the insurer, or the Department of Labor and Industry.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations seldom occur in our practice.

- If we know or have reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, the law requires that we file a report immediately with the appropriate government agency, usually the local welfare or social services agency. Once such a report is filed, we may be required to provide additional information.
  
- If we have reason to believe that a vulnerable adult is being or has been maltreated or if we have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that we file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, we may be required to provide additional information.
  
- If we believe that you present a serious and specific threat of physical violence to another, we may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records. One set constitutes your **Clinical Record**. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In certain situations, we may charge a copying fee of 75 cents per page. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we also keep a set of **Psychotherapy Notes**. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. **Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to authorize release of your**



**Psychotherapy Notes.** You may examine and/or receive a copy of your Psychotherapy Notes unless we determine that the information they contain is detrimental to your physical or mental health, or is likely to cause the patient to harm another. If we deny your request to examine your Psychotherapy Notes, you may select an **appropriate** third party to whom these notes will be forwarded. This individual may choose to disclose these notes to you. In this event, we recommend that you select another mental health provider to perform this task.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

## **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated, and their parents, should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's **Authorization**, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Rev. 11/2005