

**Prevail Counseling Group, PLLC**  
**HIPAA & PRIVACY DOCUMENTS**

*"Welcome to our practice. We continually work to provide you with appropriate, high quality services. We believe that a client who understands and participates in his/her care will achieve better results. We have the responsibility to respect your rights, provide you the best possible care and acknowledge your rights as a client. The following has been prepared to inform you of your rights and responsibilities."*

**NOTICE OF PRIVACY PRACTICES**

During treatment at Prevail Counseling Group, PLLC (PCG, PLLC) therapists gather information about your psychiatric, medical history and health. The information that identifies you and relates to your past, present, future physical or mental health is referred to as your PROTECTED HEALTH INFORMATION (PHI). This notice describes how your PHI may be used and disclosed and how you can gain access to this information. Please review this notice carefully.

Clients of PCG, PLLC are both adults and children. When we refer to "you" or "your" in this notice, we refer to the client. When we refer to types of disclosures of information to "you", we mean disclosures of the client, the client's guardian, or the person legally authorized to receive information about the client.

**Please note, after you have read this notice, you will be asked to sign a separate consent form. Signing this form will allow us to use and disclose your PHI in the following ways:**

- **Treatment:** We will use your information to provide, coordinate and manage care and treatment. For example, a therapist may consult with another health care provider, including PCG, PLLC clinicians regarding the case or a referral.
- **Payment:** We will use information to receive payment for the services we provide. For example: we will disclose information in order to submit claims to insurance companies, third party payers, Medicare or Medicaid.
- **Health Care Operations:** We will use the information for certain activities related to the functioning of PCG, PLLC. For example, we may use or disclose information for quality assurance activities.
- **When Required by Law:** Applicable law and ethical standards permit us to disclose information about you without your authorization when required by law. PCG, PLLC may disclose or use PHI when necessary to:
  - ✓ Report suspected abuse or neglect of a child or vulnerable adult
  - ✓ Comply with mandatory government agency (such as psychology board or health department) audits or investigation
  - ✓ Comply with court order
  - ✓ Report possible professional or sexual misconduct by a named health care professional
  - ✓ Prevent or lessen a serious and imminent threat to the health and safety of you or another person. If such information is disclosed, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat. If it is to ensure your safety, information may be disclosed to others such as family members, other health care professionals, and/or law enforcement officials.

**USES AND DISCLOSURES THAT REQUIRE  
SPECIFIC AUTHORIZATIONS**

We will need your written permission to use your information for any purpose other than those listed above. If you do sign an authorization form that allows using or disclosing your PHI, you can revoke that permission, in writing at any time.

**MINORS - PRIVACY AND CONFIDENTIALITY**

Parents and legal guardians have a right by law to information in their children's files. Exceptions are minors who are married or have born a child and those who are living independently and managing their finances.

**PRIVACY RIGHTS**

- **Right to Inspect and Copy:** You have the right, which may be restricted only in exceptional circumstances, to inspect and obtain a copy of your PHI. You must make this request in writing. We will respond to your request within three business days. Your right to inspect and copy PHI will be restricted only in those situations in which there is compelling evidence that access would cause serious harm to you. If your request to inspect (or obtain) a copy of your record is denied, you have the right to have the denial reviewed by a health care professional. We will act upon your request within 30 days. We may charge you a reasonable, cost-based fee for copies.
- **Right to Amend:** If you feel that the information we have about you is incorrect or incomplete, you may ask us to amend the information. If your request is denied, you can write a statement of disagreement with the denial that we will keep with your medical information.
- **Right to Request Restrictions:** You may request that PCG, PLLC not use medical information for treatment, payment or health care operations. You may also request that PCG, PLLC not provide medical information to certain people. However, PCG, PLLC has the right to refuse your request.
- **Right of Accounting Disclosures:** You may ask us to provide you with information about disclosures of your PHI we made in the past. Requests for accountings will not be made prior to September 5, 2006. Your request can go back six years after September 5, 2006.
- **Right to Request Confidential Communication:** You may request that PCG, PLLC provide you with your medical information in a confidential manner. For example, you can request we send bills and other mailing to a different address or that we notify you of this kind of information in another way, such as by a telephone call. You must make this request in writing and specify another address or means of communication. We must agree to your written request. You may also ask you to give us information about how you will pay for your bills.
- **Right to File a Complaint:** If you feel your medical information privacy rights have been violated, you may file a complaint with the Secretary of Health and Human Services and/or your PCG, PLLC privacy official, who is your therapist. Filing a complaint will not affect the quality of the services you receive from PCG, PLLC and you will not be retaliated against for filing a complaint.

The effective date of this notice is May 20, 2008. PCG, PLLC is required by law to maintain the privacy of PHI and provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new notice of Privacy Practices will be effective for all PHI that we maintain at the time. We will provide you with a copy of the revised notice by sending a copy to you in the mail upon request or providing one to you at your next appointment.

## **NOTICE OF NON-DISCRIMINATION / CONFIDENTIALITY STATEMENT**

PCG, PLLC does not discriminate in access to treatment services due to race, color, national origin, sex, creed, handicap or sexual preferences.

## **POLICY REGARDING MINOR CLIENTS (AGES 17 AND UNDER)**

In order to best meet the needs of minor clients and their families, it is our policy to require the presence of a parent or appropriate care provider at the initial appointment of a minor. If a minor resides in a foster home or a residential treatment facility, a written report of developmental history, pertinent information, and reason for referral must be forwarded by the referral resource (usually a county social worker) prior to the initial appointment. Additionally, the minor must be accompanied by a foster parent, social worker, or residential staff person who is knowledgeable about the child and available for consult during the session.

A parent or responsible adult must remain in the building during therapy sessions of any child age 15 and under. During the initial session, the therapist will discuss parental (foster parent or staff) participation in subsequent sessions. We strongly recommend that other siblings do not accompany the parent to the sessions since their presence in the interview may inhibit the sharing of pertinent information or distract from the needs of the minor client. Because we believe that these expectations are in the best interest of minor clients, we may not be able to provide services to minor s unless these guidelines are met.

Reminding parents and responsible caregivers of the following:

- Children age 15 and under or any child regardless of age who needs adult supervision should not be left unaccompanied in the reception space.
- A parent or responsible adult must remain on-site for any child 15 years or younger while the child is in session.

## **GRIEVANCE PROCEDURE NOTICE**

Clients receiving outpatient mental health services have the right to complain if they feel their treatment has not been adequate and/or civil and legal rights have been infringed upon.

You have the right to obtain legal counsel if you feel your civil and legal rights have been denied you.

Complaints regarding the quality and type of treatment you have received should be brought to the attention of the therapist you are working with. If you are unable to resolve the conflict at this point, you have the right to present your complaint to the governing board

who licensed the therapist assigned you.

If you continue to feel dissatisfied, you have the right to obtain legal counsel to aid in resolving the complaint.

Minnesota Board of Social Work  
2829 University Ave SE, Suite 340  
Mpls, MN 55414-3239  
Ph) 612-617-2100

Minnesota Board of Psychology  
2829 University Ave SE, Suite 320  
Mpls, MN 55414-3237  
Ph) 612-617-2230

Minnesota Board of Marriage and Family Therapy  
2829 University Ave SE, Suite 330  
Mpls, MN 55414-3222  
Ph) 612-617-2220

## **CLIENT RIGHTS AND RESPONSIBILITIES**

PCG, PLLC and staff are committed to quality and professional mental health services; you have the responsibility and right:

- **To Be Honest:** You are responsible for being honest about everything that relates to you and your care. Please tell your therapist how you are feeling about what is happening in your life.
- **To Understand Your Treatment Plan:** Together with your therapist, the most appropriate treatment diagnosis and individual treatment plan will be developed for your care. You have the responsibility to understand your treatment goals to your own satisfaction. If you do not understand, please ask your therapist. Understanding your treatment plan is important for the success of your treatment. You are responsible for following your treatment plan and informing your therapist of whether or not you can and/or want to follow your plan.
- **To Keep Appointments:** Because your appointment time has been reserved for only you, we expect you will put a priority on keeping appointments. If is necessary to have at least 24 hour notice se we can offer the time to another client. If an emergency requires less than a 24 hour notice, please inform your therapist at the time of cancellation. Not showing for an appointment will result in the cancellation of future scheduled appointments.  
=> If a pattern of TWO or more appointment are no shows or non- emergency late cancellations occur, it may result in services being discontinued and a referral made elsewhere for services.
- **Guidelines Regarding Children in Sessions:** We have an expectation that you will find appropriate care for minor children during your therapy appointment time. Having young children in your sessions may inhibit the sharing of pertinent information and distract you and/or your therapist. While we understand that children may need to accompany you occasionally, it may side tract or divert attention from you and your therapeutic goals.

## **THERAPIST RIGHTS AND RESPONSIBILITIES**

1. A therapist shall limit practice to the areas of competence in which proficiency has been gained through education and training or experience.
2. A therapist shall accurately represent areas of competence, education, training, experience and professional affiliations of the therapist to PCG, PLLC, the public and colleagues.
3. In cases in which a new service, technique or specialty is developing, a therapist shall engage in ongoing consultation with other therapists or similar professionals as skills are developed in the new area and shall seek continuing education which corresponds to the new area. A client whose treatment involves the use of a newly developing service, technique or specialty shall be informed of its innovative nature and of known risks associated with it.
4. A therapist shall recognize that there are other professional, technical and administrative resources available to clients and make referrals to those resources when it is in the best interest of clients to be provided with alternative or complementary services.
5. A therapist shall safeguard the private information obtained in the course of practice, teaching, or research. In any situation in which services of a therapist are requested by one part of another party, the therapist shall inform both the requester and the receiver of the services of the responsibility of the therapist regarding the privacy of any information gained in the course of rendering the services.
6. At the beginning of a professional relationship, a therapist shall inform a client who is a minor of the limit the law imposes on the right to privacy of a minor in respect to communications of a minor with the therapist.
7. A therapist shall limit access to client records and shall inform every person associated with the agency or facility of the therapist, such as a staff member, student, volunteer or community aide, that access of client records shall be limited only to the therapist with whom the client has a professional relationship, a person associated with the agency or facility whose duties requires access, and a person authorized to have access by the informed written consent of the client.
8. A therapist shall instruct the staff to inquire of clients and to comply with the wishes of clients regarding to whom and where statement of services to be sent.
9. Case report or other clinical materials used in teaching, professional meetings or publications shall be disguised so that no identification of the individual occurs.
10. Diagnostic interviews or therapeutic sessions with a client may be observed or electronically recorded only with the informed consent of the client.
11. A therapist shall continue to maintain as private information the records of a client after the professional relationship between the therapist and the client has ceased.
12. A therapist must not undertake or continue a professional relationship with a client in which the objectivity of the therapist is or would be impaired due to familial, social, emotional, economic, supervisory or political interpersonal relationship. A therapist whose objectivity becomes impaired because of the development of a listed interpersonal relationship during a professional relationship with a client shall notify the client orally and in writing that the therapist shall no longer see the

13. A therapist must not undertake or continue a professional relationship with a client in which objectivity or effectiveness is or would be impaired due to the divorce, grief reaction, or would be impaired due to the divorce, grief reaction, severe health problem or chemical abuse or dependency of the therapist. A therapist whose objectivity or effectiveness becomes impaired during a professional relationship with a client because of such a personal problem shall notify the client orally and in writing that the therapist shall no longer see the client professionally, begin termination of the relationship and assist the client in obtaining services from another therapist.
14. A therapist has a right to expect fair and respectful treatment from the client. The therapist can refuse treatment to client who uses threats, verbal abuse or physical violence.

### \* EMERGENCY SERVICES \*

You may contact your therapist during business hours for emergency purposes. If your therapist is not available or you are calling after hours, call one of the following 24 hour response centers:

- **CRISIS PLUS** at **612-379-6363**.
- **ANOKA COUNTY CRISIS** at **763-755-3801**, if you are a resident of Anoka County.
- Call **911** if you are in a life threatening event.

### BILLING POLICIES AND FEE INFORMATION

It is your responsibility to ensure HTS; LLC has current and accurate health insurance information on file. If we do not have complete and accurate health insurance information we will bill you for the full amount of our service fee. We will forward a claim for all services rendered to your insurance company for payment by the company directly to PCG, PLLC for each visit.

Statements will be mailed monthly.

I understand that if my account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, PCG, PLLC will forward your account to our collections agency to secure payment. If legal action becomes necessary, its costs will be included in the claim and I understand that I will be responsible to pay said fees'. PCG, PLLC reserves the right to withdraw care from clients if the client or responsible party does not fulfill their financial obligation.

**NSF Checks:** PCG, PLLC will assess your account our bank fee associated with any checks written with insufficient funds.

**INSURANCE COVERAGE:** Many insurance companies provide out-patient mental health benefits under an office visit setting. Insurance coverage varies widely so it is **YOUR** responsibility to understand the provisions of your insurance plan. If we have a contractual relationship with your particular insurance plan, you will be responsible for any co-pays, co-percentages and deductibles as determined by your insurance provider. Payment is expected at the time of service with PCG, PLLC. If you are unable to pay at the time of service, we ask you to discuss this event with your therapist.

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client professionally, begin termination of the relationship, and assist the client in obtaining services from another therapist.

#### Side 7

To assist you in obtaining insurance payments, you must provide us with the following information:

- Name, address and phone number of your insurance company
- Group number, Personal identification number
- Name of policyholder and their date of birth
- Relationship of the policyholder
- Copy of your insurance card, front and back

If you have health coverage, you are expected to utilize it. If you choose not to do so, you or the responsible party will be responsible and expected to pay the full cost of services prior to each session.

**Out of Network**

In the event that we do not participate in your insurance plan’s network, you may be eligible for out of network benefits. Please refer to your insurance provider’s handbook or contact your insurance carrier if you are eligible for out of network benefits.

**LATE CANCELLATION NOTICES OR FAILED APPOINTMENTS**

**YOU, NOT** your insurance company, will be charged \$130 for any session you failed to attend or miss without providing a 24 hour notice **BEFORE** the scheduled appointment.

**PCG, PLLC CLINICAL FEES**

- \$185/50 minute hour - Initial Diagnostic Assessment
- \$130/50 minute hour - Individual Psychotherapy
- \$130/ 50 minute hour - Family Psychotherapy
- \$130/50 minute hour - Couples/Marriage Psychotherapy
- \$150/full hour - Psychological Testing
- \$40-\$60/per session - Group
- \$200/full hour - Educational Group
- \$250/full hour - Court
- \$130-No Show or Late Cancellation Fee without 24 hour notice
- \$200 Mediation Services (Including Document Prep.)
- \$50 minute - Document Preparation/Consultation Fee
- NSF (Non-sufficient Funds) Bank fees will be assessed to client account

**CELL PHONE POLICY**

At PCG, PLLC we value providing a safe, comforting, calming and confidential atmosphere for our clients. We ask you to refrain from cell phone use in our space and adhere to the following policy:

- Cell phones **MUST BE TURNED OFF OR SET TO VIBRATE**
- If necessary to accept a phone call, please step outside
- Please be aware of your conversation and surroundings even when outside
- PCG, PLLC reserves the right to ask anyone to leave if he/she is being disruptive to others in our office space

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*Thank you for choosing to work with us. We are committed to providing quality care. Please feel free to talk with your therapist or client care advocate if you have any questions to the above information.*