



Roosevelt Office Park  
600 – 25<sup>th</sup> Avenue South Suite 109  
Saint Cloud, MN 56301  
Phone: 320-255-0343 Fax: 320-654-0318

## **INFORMED CONSENT & CLIENT CONTRACT**

Welcome and thank you for choosing Center for Psychological Services for your mental health needs. Whether you were referred to us by your medical provider, urged to seek counseling by family or friends, or came because of problems and feelings only you know about, the decision to come here was yours. We congratulate you on taking this courageous step forward on your path to mental health recovery and are honored that you are considering one of our clinicians as your service provider. Today's appointment will take approximately 45 – 60 minutes. During this first session, your therapist will explain policies and procedures, obtain a detailed intake and answer any questions that you may have regarding the counseling process. We realize that starting therapy is a major decision and you may have many concerns or questions. This document is intended to inform you of our policies, State and Federal Laws, and your rights and responsibilities as a client. Please note a copy of this document will be provided to you at your request.

### **THE THERAPY PROCESS**

Voluntary Participation: All clients voluntarily agree to treatment, and accordingly may terminate any time without penalty. Counseling involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. In the first few sessions, your therapist will ask a wide variety of questions designed to get to know you and learn about your personal history. The therapeutic relationship is unique in that you are expected to talk freely and openly about yourself. The therapist's job is to listen, select, sort, make observations and reflect your feelings so you may see yourself more clearly. In the first couple of sessions, you will decide whether your therapist is right for you. If you feel it is not a good match, your therapist will be happy to assist you in finding a different therapist.

Client Involvement: All clients are expected to arrive to appointments on time, prepared to focus and discuss therapy goals and issues, and not to be under the influence of mood altering chemicals. All clients are expected to be open and honest so your therapist can assist you with your goals. Counseling is not like a medical doctor visit. Instead, it calls for very active effort on your part. In order for your therapist to be most successful, you are encouraged to work on things discussed both during sessions and at home. Inconsistent attendance can negatively affect your therapy progress. Violence (physical or verbal) is never acceptable. Your therapist reserves the right to discontinue a session at any time and call the proper authorities, if necessary. Recording during sessions by any method is strictly forbidden.

The Therapeutic Relationship: An important aspect of the therapeutic process is the relationship that develops between the client and therapist. As with any new relationship, it may take time to trust and feel safe enough to share freely. If the relationship does not develop after a reasonable amount of time (3-4 sessions), at your request, the therapist would be happy to offer referrals to a few providers that may be a better fit for you. If you were to encounter your therapist in any public place outside of therapy, your therapist will be careful not to acknowledge you or the relationship or engage in any conversation in order to protect your privacy and confidentiality. Exceptions to this would require the written permission for a very specific purpose discussed in advance, or in an emergency situation which may determine that confidentiality must be broken within the limits of the law to protect your personal safety, the possibility of you harming others, or to receive appropriate psychiatric care.

Dual Relationships: The therapeutic relationship is a professional relationship and as such, social or business relationships should be avoided. Your therapist cannot compromise the integrity of the therapeutic relationship in any way that would impair objectivity, clinical judgment, or the therapeutic effectiveness of treatment. In order to protect our therapeutic relationship, psychotherapy does not include physical contact. This means that we do not ordinarily touch one another as any part of therapy. Your therapist will limit contact to an occasional greeting, such as a handshake.

Custody Issues and Therapy for Minors: It is our policy that for minor children, where legal custody is joint between parents or guardians who are no longer married or cohabitating, we need authorization and a signature from one parent on our Informed Consent and Confidentiality Notice prior to the minor being seen. However, accurate contact information for the other parent is required and contact will be made by the therapist to this parent.

Length of Therapy: Psychotherapy sessions are generally scheduled once per week or as needed, and may be adjusted to meet your current issues and treatment goals. Session length is typically 45 – 60 minutes, depending on insurance coverage. Please report any changes in your condition or behavior to your therapist throughout the course of therapy, as this may alter the scheduling of therapy sessions. If you feel the need to increase or decrease the frequency of sessions or to end counseling, please feel free to discuss this with your therapist at any time. On average, many people feel that they have obtained what they are looking for in 10-25 sessions.

Termination: As you approach your treatment goals, you should have the skills, strategies and encouragement to make the desired changes you have chosen for your life. Although your therapist can assist you through this process, ultimately only you can make the decision to change. (Please note: If the therapist determines that treatment is no longer effectively serving the needs or interests of the client, a decision to end therapy may be made.) As the end of therapy approaches, you and your therapist will discuss discontinuing therapy with the understanding that you may choose to return to therapy as needed or be referred to other mental health providers. You have the right to end therapy at any time and for any reason. Please feel free to discuss this with your therapist so any necessary referrals can be provided.

Therapist Communication and Availability: General business hours are Monday-Thursday, from 8am – 4pm, with available appointments scheduled throughout the day. Your therapist will utilize a secure voice message service to receive incoming calls. Messages are checked throughout the day and will be returned as time permits. Calls during the evening or weekends will generally be returned the following business day. As a sole practitioner, your therapist may occasionally need to reschedule your appointment due to an illness, unexpected event, or personal commitment. Every effort will be made to contact you in advance should this occur. Additionally, your therapist may vacation periodically and be unavailable by phone or for voice messages during that time. It will be the client's responsibility to return a signed release of records by a pre-determined date for the designated therapist to be available to them. Please note that weather closings will occur if your therapist believes it would be unsafe for travel to and from our location. Every effort will be made to contact you should the office be closed.

Social Media/Texting: We do not accept friend or contact requests from current or former clients on any social networking site (Facebook, Snapchat, Instagram, Twitter, LinkedIn, etc.). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy and blur the boundaries of our therapeutic relationship. Confidential text reminders for sessions are available and can be signed up for with the receptionist.

Telehealth Services: When appropriate or necessary, your therapist may offer the option for telehealth psychotherapy. We utilize a secure, encrypted audio/video transmission software to deliver this service. All confidentiality laws remain in effect for telehealth services. You can improve your confidentiality by using headphones and a private space for your session. The risks and consequences of telehealth include the possibility that the transmission of services could be disrupted or distorted by technical failures and services and care may not be as complete as in-person services. All policies and procedures for in-person psychotherapy, as detailed in this document, also remain in effect for telehealth psychotherapy. If you plan to participate in a telehealth session from a location outside the state of Minnesota, please discuss this with your therapist prior to your session. In many circumstances, out of state sessions are not allowed by licensing regulations.

Recording Sessions: Please feel free to take notes in session if you believe it will be helpful in remembering key points of discussion. However, audio or video recordings of sessions is prohibited. Your therapist may use scribe technology that supports accurate and efficient documentation of your session. This technology is HIPAA compliant and used only to assist your therapist in documentation.

For Life Threatening Emergencies: Call 911 first. Our phones are answered during regular business hours; after hours you will be directed to the clinic's voice mail. Remember if you are calling with an emergency, please hang up, dial 911 or go to the closest hospital emergency room. If it is a non-emergency after business hours and your therapist is unavailable, you may call the following crisis center: United Way 211 (first call for help) at 612-335-5000 or the Crisis Response Team at 1-800-635-8008 or 320-253-5555.

## **RISKS & BENEFITS**

Risks of Therapy: Although the majority of people do get better in therapy, some do get worse. Accordingly, your therapist makes no guarantee of results. It is not possible to guarantee results such as: happiness, saving marriages, stopping drug abuse, becoming less depressed and so forth. Just as medications sometimes cause unexpected side effects, counseling can stimulate painful memories, unanticipated changes in your life, and uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In some cases, client's symptoms become worse during the course of therapy, occasionally necessitating hospitalization. Another risk of therapy is that, throughout the process of therapeutic change, it is not uncommon for clients to reach a point of change where they may feel different and are no longer the same person they were upon entering therapy, which can be unsettling at times.

Benefits: The benefits of therapy can include: a higher level of functional coping, solutions to specific problems, self-insight, more effective means of communication in relationships, symptomatic relief, and improved self-esteem.

Alternatives to Traditional Therapy: May include: stress management courses, 12-step programs, peer self-help groups, biblio-therapy, and support groups.

## **CONFIDENTIALITY**

Confidentiality and Privilege: The information and content shared in therapy will remain confidential, except as noted in the next section. Your information will not be shared with anyone without your written consent. Your information is privileged, which means that your therapist is free from duty to speak in court about your counseling unless you waive that right or a judge orders it.

Exceptions to Confidentiality and Privilege: As a mandated reporter in the state of Minnesota, your therapist is legally obligated to violate confidentiality under the following circumstances:

- When the therapist has reason to suspect the client has been, or is currently, involved in the abuse or neglect of a child.
- When the therapist has reason to suspect that the client has been, or is currently, involved in the abuse or neglect of a vulnerable adult
- If a client is a serious danger to themselves (suicidal) or a danger to someone else (homicidal)
- If a client is pregnant and taking street drugs
- If a client reports sexual misconduct by another medical provider
- A court order for specific information, signed by a judge in a pending legal case.

Other circumstances when confidentiality is waived/limited:

- Information (diagnosis and dates of service) shared with your insurance company to process your claims.
- When you sign a release of information to have specific information shared.
- Minor clients: parents and guardians do have legal right to access a minor client's records. Minor clients do have rights to complete confidentiality in obtaining counseling for pregnancies and associated conditions, sexually transmitted diseases, and information about alcohol or drug abuse.

## **MEDICAL RECORDS**

Supporting Vendors: In the course of operating our mental health clinic, we contract with various external vendors such as an accountant, information technology (IT), claims clearinghouse, and an electronic health record (EHR) vendor. In all of these cases, we have a HIPAA business associate contract in place. This means they understand the federal HIPAA guidelines for confidentiality and agree to abide by those regulations set forth and maintain the same level of confidentiality that healthcare professionals are bound to in the event they should encounter patient information. Careful steps are taken with our accountant and IT vendors to ensure they rarely encounter any client information. Our claims clearinghouse and EHR are used to submit medical claims electronically and maintain client records. In each case, bank level security and encryption is used to protect client information.

Maintaining Records: The laws and standards of our professions require that we keep treatment records. As a client, you have access to your records. If there is a belief that reviewing the record could be emotionally damaging, the therapist will send them to a mental health professional of your choice. We recommend that records be reviewed in your therapist's presence so the contents can be discussed, as some of the records can be misinterpreted. You do have a right to contest material in your records and it will be duly noted in your record. You do not have a right to alter your records or dictate information be removed. All records include: a chronological listing of appointments and fees, a copy of signed releases, copies of any correspondence regarding your case, a copy of the consent form and a copy of all therapist's progress notes. All records will be maintained by your therapist in a secured area for a period of 7-8 years (depending on therapist licensure) from the time of service termination or past the age of majority for minor clients. If your therapist leaves the agency or becomes incapacitated, you will be notified about how to access your records.

Request for Records/Letters: A therapist has 10 business days to respond to any request for records or correspondence. A release of information must be completed fully, with the individual therapist's name and the business or person you wish to have records released to. There may be a charge for medical records, depending on quantity of pages being sent and the professional that is requesting records. Rates for patient records are determined by MN Dept. of Health.

Records for Minors: If the client is under the age of 18, the law states that parents have the right to review a minor's treatment records as well as obtain information about diagnosis, progress, and treatment. It is our policy to request an agreement from parents that they agree to avoid unnecessary review of records and involvement in a minor's treatment. If they agree, we will only provide parents with general information. However, we will notify them of our concern if we feel there is a high risk that a minor may seriously harm themselves or someone else.

## **QUESTIONS/COMPLAINTS**

Questions: Please feel free to ask questions about any techniques used during therapy. Your therapist would be happy to explain theoretical approaches and methods to you. You can request information from your therapist about assessment, treatment planning, records or other services needed. If you have a complaint of any kind about the therapy services you are receiving, your therapist is willing to collaborate with you to resolve any issues. You may discuss your concerns directly during a regular session or in writing. Part of the therapeutic relationship involves working through misunderstandings and misconceptions. Every effort will be made to address your concerns.

Grievances: A copy of the Client's Bill of Rights can be obtained from any governing therapist licensing board. If you have any questions about any aspect of our professional relationship or about the specifics of those ethics and standards, please review them with your therapist. You have the right to file a complaint with the professional organizations listed below if you feel you have not been treated fairly or appropriately. You have the right to end therapy at any time without any moral, legal or financial obligations (other than financial responsibility already accrued).

Minnesota Board of Marriage and Family Therapy  
 2829 University Ave SE, Suite 340  
 Minneapolis, MN 55414-4603  
 Phone: 612-617-2220  
 Fax: (612) 617-2221  
 Email: [mft.board@state.mn.us](mailto:mft.board@state.mn.us)

Minnesota Board of Psychology  
 2829 University Ave. SE, Suite 320  
 Minneapolis, MN 55414  
 Phone: 612-617-2230  
 Fax (612) 617-2240  
 Email: [psychology.board@state.mn.us](mailto:psychology.board@state.mn.us)

Minnesota Board of Social Work  
 2829 University Ave SE, Suite 400  
 Minneapolis, MN 55414-3239  
 Phone: (612) 617-2100  
 Fax: (612) 617-2103  
 Email: [social.work@state.mn.us](mailto:social.work@state.mn.us)

Board of Behavioral Health and Therapy  
 2829 University Ave. SE, Suite 210  
 Minneapolis, MN 55414  
 Phone: 612-617-2178  
 Website: [www.bbht.state.mn.us](http://www.bbht.state.mn.us)

### **FINANCIAL AGREEMENT AND TERMS**

SERVICE	FEE
Intake Session	\$300
Individual Session- 53+ Minutes	\$250
Individual Session-45 Minutes	\$200
Individual Session – 30 Minutes	\$150
Family Session	\$250
No Show/Late Cancel Fee	\$100
Medical Records Retrieval Fee	\$22.47
Medical Records	\$1.68 per page

**PAYMENT FOR SERVICES:**

Personal Payments/Payment Plan: You are responsible for your charges. Monthly statements will be sent to keep you informed about outstanding balances. Most insurance plans do not cover 100% of the charges. Co-payments are due on the date of service (DOS). You have 90 days to pay the balance in full, regardless of whether or not your insurance company has responded (most insurance companies reimburse within 60 days of billing). If you have concerns about your ability to pay for your therapy services due to financial hardship, it may be possible to work out a payment plan with your therapist.

1. **CASH ACCOUNTS:** Cash clients must pay for each session as it occurs and receive a discounted rate. Insurance will not be billed.

2. **CREDIT CARD PAYMENTS:** Most therapists accept Visa, Mastercard, and Discover. Credit card payments may be made either in person or over the phone. There is the opportunity to store your credit card information in the Card Vault.

3. **INSURANCE ACCOUNTS:** In most cases, your therapist will be able to bill your insurance company directly. However, this is a courtesy service we provide for you and carries no guarantee of coverage or payment. It is your responsibility to inform us of ALL insurance policies in effect and any changes to insurance coverage before you receive services. You must also comply with the Coordination of Benefits and similar requests from your insurance company in a timely fashion. Regardless of insurance coverage, YOU always remain responsible for your bill.

Preauthorization/Referrals It is your responsibility to know your policy requirements. Some policies require treatment plans and/or contact from your therapist to preauthorize further treatment. Some policies may require a referral and it is your responsibility to obtain one from your primary care or managed care provider if necessary.

### **CANCELLATION & NO SHOWS:**

We require a 24-hour notice to change or cancel an appointment, which does not include weekends. This means that if you have an appointment at 1:00 pm on Monday, you will need to cancel by 1:00 pm on the Friday before. A \$100 late cancel/no show fee will be charged if sufficient notice is not given. Insurance companies do not pay for missed appointments; therefore, you will be responsible for the charge. Any exceptions to this fee must be discussed directly with the therapist. Late cancels/no shows may jeopardize your ability to continue to receive services here.

### **DELINQUENT/PAST DUE ACCOUNTS:**

Maximum Balance: A client, family, or couple may maintain no more than a \$500 balance without jeopardizing use of our services. We reserve the right to terminate or suspend services with a client that has a balance 90 days or more past due. Please speak with the office manager or your therapist if you have concerns about your ability to pay for your therapy services.

Collection Services: Your therapist reserves the right to employ a collection agency for overdue balances. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. In the event that this occurs, you will no longer be able to receive services from a Center for Psychological Services therapist.

### **CLIENT'S RIGHTS AND THERAPEUTIC ISSUES**

Consumers of therapy services offered by LMFTs, LICSWs, LPCCs, and LPs licensed by the State of Minnesota have the right:

- to expect that a therapist has met the minimal qualifications of training and experience required by state law;
- to examine public records maintained by therapist's licensing board, which contain the credentials of a therapist;
- to obtain a copy of the code of ethics from the State Register and Public Documents Division;
- to report complaints;
- to be informed of the cost of professional services before receiving the services;
- 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;
- to give informed consent;
- to make independent decisions;
- to receive prompt and reasonable responses to questions;
- to refuse to disclose information, although this refusal may compromise the benefits of therapy;
- to terminate therapy;
- to know about the process of therapy;

Client Responsibilities:

- to ask questions for clarification and to correct misunderstandings
- to express concerns
- to be honest with the therapist
- to be respectful to the therapist's person and property
- to actively work and invest effort during and between therapy sessions
- to make full and timely payments
- to come to appointments on time and as scheduled
- to give a 24-hour notice of cancellation of appointments

Please Note:

- A Licensed Professional Clinical Counselor, Licensed Independent Clinical Social Worker, Licensed Marriage and Family Therapist or Licensed Psychologist cannot prescribe medication or advise you about any medical issues. You will be referred to your own primary care physician or psychiatrist to answer all medical questions
- Your therapist can not advise you on any legal matters and will suggest you seek out legal counsel for all legal questions.

## **THERAPIST QUALIFICATIONS**

**Elizabeth Buhl, PsyD, LP** earned her Doctorate in Psychology in Clinical Psychology from Argosy University - Chicago. She is licensed by the State of Minnesota as a Licensed Psychologist. Elizabeth has clinical experience through providing individual therapy since 2004. Elizabeth practices a collaborative, therapeutic approach including, but not limited to, Cognitive-Behavioral Therapy, Client-Centered Therapy, and Interpersonal Therapy, utilizing a bio-psycho-social model.

**Lisa Jensen, MSW, LICSW** earned her Masters of Social Work degree in Clinical Social Work from St. Catherine University/University of St. Thomas. She is licensed by the State of Minnesota as a Licensed Independent Clinical Social Worker. Lisa has clinical experience through working with adults since 2010. She uses a person-centered approach utilizing a variety of techniques, including cognitive behavior therapy, insight-oriented therapy, solution focused techniques, brain-spotting and Accelerated Resolution Therapy (ART).

**Julie Kieke, MA, LMFT** earned her Master of Arts degree in Professional Counseling from the Minnesota School of Professional Psychology. She is licensed by the Minnesota Board of Marriage and Family Therapy. Julie has clinical experience through working with children, adolescents, adults, families, and couples since 2002. She utilizes approaches to fit the needs of individuals and families, including client centered, play therapy, insight oriented, and solution focused techniques.

**Amber Morrighan, MA, LMFT** earned her Master's Degree in Child Clinical Psychology and a Certificate in both Marriage and Family Therapy as well as Permanency Adoption Competency. She is certified in Eye Movement Desensitization and Reprocessing (EMDR) and Trauma-Focused CBT as well as being rostered with the State of MN in Child Parent Psychotherapy. Amber has a special interest assisting the healing process for teens, adults, and families who have experienced disturbing or traumatic events. She enjoys working with complex trauma including dissociative disorder as well as all the aspects of impacts from foster care and adoption. She is passionate about helping individuals and families heal from trauma and learn to develop healthy attachments to others in their lives.

**Gwen Pedersen, MS, LMFT**, earned her Masters of Science degree in Community Counseling Psychology from St. Cloud State University. She is licensed by the Minnesota Board of Marriage and Family Therapy. Gwen has clinical experience working with a wide variety of people in a community mental health setting as well as providing outpatient therapy services through a group private practice clinic. Gwen enjoys treating clients through Parts Work/Internal Family System framework, shame resilience, and using holistic approaches to therapy. She is IFS informed with completing over fifty hours of training. Her experience includes working with anxiety, trauma, depression, relationship issues, addiction, allergy and food sensitivities, chronic health issues, women's health issues, life adjustments, business/career issues, and more.

**Melinda Terhaar, MSW, LICSW**, earned her Master of Social Work Degree in Clinical Social Work from Saint Cloud State University. She is licensed in the state of Minnesota as a Licensed Independent Clinical Social Worker. Melinda has clinical experience through working with individuals, families and children as a licensed independent clinical social worker since 2015, and an additional five years working in the mental health field prior to that. Melinda utilizes mindfulness and a strength-based perspective in her work with clients and is passionate about working with Early Childhood Mental Health, Trauma and Dissociation. Melinda has been trained in brain-spotting and child parent psychotherapy while also using various techniques that include cognitive behavior therapy, motivational interviewing, and play therapy.

**Janell Wesenberg, MSW, LICSW**, earned her Master's Degree in Social Work from the University of Minnesota. She is certified in Motivational Interviewing, trained in mindfulness and meditation practices and Accelerated Resolution Therapy. Janell has clinical experience providing individual therapy for adults of all ages and adolescents ages 12 and older since 1999. Her experience includes working with depression, anxiety, chronic pain and medical conditions, life transitions, and trauma and abuse.

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