

**New Client Introductory Information
and
Informed Consent
Laura McKibbin, MSW
Minnesota Licensed Independent Clinical Social
Worker (13543)
Iowa Licensed Independent Social Worker (809)
Mental Health Professionals, Inc.**

Welcome to Mental Health Professionals. I appreciate your giving me the opportunity to be of help to you.

This brochure answers some questions clients often ask about social work services and any therapy practice. It is important to me that you know how we will work together. I believe our work will be most helpful to you when you have a clear idea of what we are trying to do.

This brochure talks about the following in a general way:

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

After you read this brochure we can discuss in person how these issues apply to your own situation. This brochure is yours to keep and refer to later. Please read all of it and mark any parts that are not clear to you. Write down any questions you think of, and we will discuss them at our next meeting. When you have read and fully understand this brochure, I will ask you to sign it at the end. I will sign it as well and make a copy, so we each have one.

About Social Work and Psychotherapy

Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you.

As a social worker, I am trained in developing relationships, helping clients access needed services and facilitating change. Social workers attempt to understand individuals in the context of their larger environment – meaning I will look at all of the factors that might be influencing your situation. When I provide therapy services, I utilize approaches and techniques that I have learned are effective through experience and in my education and training programs. I am guided in my decisions about what technique to utilize for a particular problem by research that identifies evidenced based practices. If at any time you have any questions about my approach with you I hope you will not hesitate to ask me.

My theoretical influences combine several schools of thought including: Solution oriented, cognitive-behavioral and relational. To effectively explain each of these schools of thought is outside the range of this brochure but, again, I will be happy to discuss any questions you may have upon request.

You and I will jointly develop a written plan of treatment (typically between the second and third sessions) that will guide our work together. This will address your goals or what you would like to accomplish in therapy.

My Background

I am an LICSW or an Independent Clinical Social Worker licensed by the state of Minnesota. LICSW's have obtained a masters degree in social work from an accredited university, completed two years of supervised clinical practice and passed a licensing exam. LICSW's also have to maintain their licensure by following a code of ethical practice and obtaining ongoing training and education. I am also licensed at the highest level in Iowa as an LISW. I have over 18 years of experience providing inpatient and outpatient mental health services to clients with a wide variety of presenting concerns and problems. I work with adolescents (ages 13 and older) and adults and I will only accept you for therapy if I believe I can help you achieve your stated goals. Further, I will only agree to do therapy with you if your presenting concern(s) fall within my range of competencies (see below).

My educational background includes a Bachelor of Arts degree in social work from Iowa State University, and a Master of Social Work from St. Louis University.

My Competencies

I attest that I am competent to provide psychotherapy to adolescents, adults, couples, and families and to assess/treat the following conditions:

- Depressive Disorders
- Anxiety Disorders
- Bipolar Disorders
- Schizophrenia
- Adjustment Disorders
- Personality Disorders
- Relational Problems
- Problems related to Abuse or Neglect
- Occupational Problems

The Benefits and Risks of Therapy

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will for a time, have uncomfortable levels of sadness, guilt, anxiety or other negative feelings. Clients may recall unpleasant memories. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a marital relationship and sometimes may even lead to a divorce. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While considering these risks, you should know also that the benefits of therapy have been demonstrated by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Client's relationships and coping skills may improve greatly. They may get more satisfaction out of family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives.

I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam, use of medication or a psychological evaluation. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If another professional treats you, I will coordinate my services with them and with your own medical doctor (provided that this is acceptable to you and you authorize me to do so in writing).

If for some reason treatment is not going well, I might suggest you see another therapist or another professional in addition to me. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed (again, with your written approval).

Limits of the Therapy Relationship: What Clients Should Know

Psychotherapy is a professional service I can provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client *only*. If we were to interact in any other ways, we would then have a “dual relationship,” which would not be right and may not be legal. The different therapy professions have rules against such relationships to protect us both.

I want to explain why having a dual relationship is not a good idea. Dual relationships can set up conflicts between my own (the therapist's) interests and your (the client's) best interests, and then your interests might not be put first.

In order to offer all my clients the best care, my judgment needs to be unselfish and professional.

Because I am your therapist, dual relationships like these are improper:

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts.
- I cannot provide therapy to people I used to know socially, or to former business contacts.
- I cannot have any other kind of business relationship with you besides the therapy itself. For example, I cannot employ you, lend to or borrow from you, or trade or barter your services (things like tutoring, repairing, child care, etc.) or goods for therapy.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

There are important differences between therapy and friendship. As your therapist, I cannot be your friend. Friends may see you only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change. You should also know that therapists are required to keep the identity of their clients secret. Therefore, I must decline to attend your family's gatherings if you invite me. Lastly, when our therapy is completed, I will not be able to be a friend to you like your other friends.

In sum, my duty as therapist is to care for you and my other clients, but *only* in the professional role of therapist. (Please note any questions or concerns on the back of this page so we can discuss them.)

What You Should Know about Confidentiality in Therapy

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about—in other words, the “confidentiality” of therapy. But I cannot promise that everything you tell me will *never* be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a “secret” that I cannot keep secret. These are very important issues, so please read these pages carefully and keep this copy. At our next meeting, we can discuss any questions you might have.

1. **When you or other persons are in physical danger,** the law requires me to tell others about it. Specifically:

- a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person, I must file a report with a state agency. To “abuse” means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail.

before you tell me anything about these topics. You may also want to talk to your lawyer.

e. In the unusual case that a client engages in unlawful behavior on the premises that threatens the well-being of me, our staff or other clientele, I may be forced to summons the assistance of the appropriate law enforcement entity to intervene. This also applies to any unlawful actions on the part of a client that would impede the clinic's ability to carry out its usual and customary business affairs.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- In cases where your emotional or mental condition is important information for a court's decision.
- During a malpractice case or an investigation of me or another therapist by a professional group.
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
- When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

3. There are a few other things you must know about confidentiality and your treatment:

- I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.
- I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

4. Here is what you need to know about confidentiality **in regard to insurance and money matters**:

- If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers such as Blue Cross/Blue Shield or managed care organizations ask for much information about you and your symptoms, as well as a detailed treatment plan.
- If you have been sent to me by your employer's Employee Assistance Program, the program's staffers may require some information. I believe that they will act morally and legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.
- If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.

5. **Children and families create some special confidentiality questions.**

- When I treat children between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to *general* information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in any danger.
- In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
- If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.

d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.

- If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
- In the case where another adult family member or significant other is present during a session, whether it be as a collateral or otherwise, that session's progress note will be considered "contaminated". This means in the case that a request is made to release information to a 3rd party any information that would make reference to the other party's direct input would be blackened out; or alternatively, that both parties' signatures would be required to forward such information on to a 3rd party (outside of to the insurance company for billing purposes).

6. **Confidentiality in group therapy is also a special situation.**

In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

7. Finally, here are a few other points:

- I will not record our therapy sessions on audiotape or videotape without your written permission.
- If you want me to send information about our therapy to someone else, you must sign a "release-of-records" form. I have copies you can see, so you will know what is involved.
- Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.
- As a psychotherapist it is important for me to obtain feedback and consultation from colleagues such that I can better treat you in therapy. It is the policy of Mental Health Professionals, Inc. to be able to consult specifically with one another about your case. The other therapists are all licensed by a state regulating board and are bound by the same restrictions I am with regard to confidentiality. Please let me know if you have any concerns or questions about this.
- We routinely maintain your medical records for 12 years after your last contact with us before the records may be

destroyed. Many clients return to see the same or possibly a different therapist associated with Mental Health Professionals, Inc. Your chart will be used by all therapists who are officially affiliated with our practice and they will therefore have access to records of any previous treatment provided here.

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

About Our Appointments

The very first time I meet with you, we will need to give each other basic information. Following this, we will tailor a treatment plan to your particular needs. Sessions typically run between 45 and 50 minutes. In the beginning of therapy sessions are usually scheduled weekly or every two weeks although we may wish to deviate from that schedule as your needs dictate. After you have progressed in therapy we will begin spreading those sessions apart by longer intervals of time.

The length of therapy varies given the uniqueness of each person's problems and circumstances. In general, many clients' therapy can be completed within 8 to 12 sessions. In other cases, four sessions or fewer are sufficient to meet a person's needs. There are also circumstances when a person's difficulties may be of a more chronic nature. In this case, the client and I may choose to continue meeting on a longer basis, perhaps even over the course of years. In those circumstances, therapy is typically provided on about a monthly basis.

Managed care has influenced the entire health care system including mental health treatment. Managed care makes an effort to reduce medical costs and therefore often takes a direct role in overseeing the type and length of care. Managed care's opinions as to whether you have achieved a satisfactory level of improvement from therapy may be different from your own opinion. I work hard to attempt to reconcile such differences with my own opinion. When appropriate, I will work hard to provide an insurance care manager with information which will allow for continued treatment. There is, however, no guarantee that my efforts

will be successful. I encourage you to ask me any questions about this that you might have throughout the course of our therapy together.

I endeavor to be on time for appointments but occasionally may be running 5 to 10 minutes behind. If so, I will make sure you receive the entire amount of time that you or your insurance company will be billed for. On very rare occasions, your appointment may be "bumped" due to an unexpected client emergency. If this happens, I hope you will accept my apologies and know that I will work hard to make myself available as soon as is possible for the two of us.

I attempt to be flexible with my hours and if you have a need to meet at particular times I hope you will discuss this with me. I will do my best to accommodate to your schedule.

A cancelled appointment delays our work. I consider our meetings very important and ask you to do the same. Please try not to miss appointments if you can possibly help it. I request 24 hours notice for a cancelled appointment so that the time can be given to someone else who needs to be seen and who would be detained unnecessarily if your appointment is left unfilled. Please know that I charge a fee of \$50.00 for a "no show" or a cancellation with less than 24 hours notice.

If there are more than two "no shows", or more than two cancellations or reschedules (given with less than a 24 hour notice) in a 12 month period, I reserve the right to terminate my involvement with you. I will, however, provide you with names of other professionals with whom you may seek further therapy and will continue to see you for a reasonable period of time during which time you are making the transition.

Emergencies

Please contact me if you are experiencing an emergency for which you are requesting contact with me. I will endeavor to arrange for an immediate appointment. During regular office hours contact my office through (507) 446-8123 and I will return your call as soon as I can. If I am not immediately available, please give our business staff an idea of the nature of your concern. If the emergency

requires immediate attention and I am not immediately available, either another therapist from my practice will contact you or you will be directed to another facility that can respond immediately to your needs.

If you experience an emergency after regular working hours or during a weekend or holiday please request help through your local hospital emergency room or by calling 911.

I ask your cooperation in working with me (or my staff if I am unavailable) to differentiate whether you are having an "emergency" vs. what might more appropriately be called a "crisis". In the case of the latter, I want to be responsive to your needs but also ask for your understanding that an immediate appointment (which could affect another client's scheduled appointment) may not be necessary.

Fees, Payments, and Billing

You will be provided with a "payment contract" which is on a pink sheet of paper which will provide an overview of our payment expectations and how your particular coverage is handled by your insurance company. Please know, however, that you are responsible for payment in the case that your insurance company should decline coverage for any reason (e.g., a condition not covered by your policy, etc.). Mental Health Professionals, Inc. prides itself in working very hard to oversee that you are kept aware of your insurance company's coverage but despite our best efforts circumstances may prevent or delay us acquiring this information. We ask that you partner with us to ensure that your sessions are covered if that is an important part of your receiving treatment. We will be glad to answer any questions. I believe you will find our business staff very responsive to helping clarify insurance reimbursement concerns.

I ask that your co-payment be made at the time that the service is rendered. If there is an overpayment we will refund the appropriate amount to you.

Please be aware that some of you could have had a lapse in your insurance coverage which could create some difficulties with covering a "pre-existing condition". I, again, ask that you take an active role in determining when this might be the case as often there is a significant lapse

before the insurance company makes us aware of the situation.

My current fee is set at \$180.00 for the initial diagnostic session and \$150.00 for every subsequent therapy hour (45-50 minutes). We periodically adjust our hourly fees and it is possible that your fee may be adjusted without your knowledge. Fee adjustments are typically made only on an annual basis and pertain to all services provided to all clients of this practice.

We reserve the right to use the services of a collection agency when other reasonable efforts to obtain payment or arrangements for same have been exhausted. Please reference the previous section on confidentiality as to the type of information which will be released in these circumstances.

I am covered by most of the insurance plans in the area. My office staff will perform the paperwork to obtain insurance reimbursement. Occasionally, we may need you to provide some additional information to us and/or to your insurance company. We appreciate your cooperation in doing this in a timely manner.

I ask that you make applicable payments in a timely manner. If you anticipate that you will not be able to pay off your balance in a timely manner, please bring this to my immediate attention so that we can address this issue. If you fall behind in paying your balance by 60+ days from the time of billing and if we have not been able to agree on an acceptable solution, I reserve the right to terminate my therapy with you. I will provide you with the names of other practitioners or facilities in the area and will remain available to see you for a reasonable period of time until you have obtained the services of another qualified mental health practitioner who can continue treating you. I will cooperate in providing that practitioner with copies of your records if you wish for me to provide them (and with your signed authorization to release such information). I hope you will feel comfortable in speaking openly with me about payment issues and ask that you alert me immediately if you anticipate a problem in meeting your financial obligation for my services.

Statement of Principles and Complaint Procedures

I have been a member of the National Association of Social Workers since 1987 and it is my intention to fully abide by all of their rules and regulations. and by those of my state licensing boards. Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and to seek solutions to them. If you feel that I, or any other therapist, has treated you unfairly or has even broken a professional rule, please tell me.

The Minnesota Board of Social Work is the body that licenses and regulates social workers in Minnesota. You may contact them at any time to review public data about my licensure, ask questions about the practice of social work or report a complaint about social work practice. Here is their contact information:

Minnesota Board of Social Work
2829 University Ave SE, Suite 340
Minneapolis, MN 55414-3239
(612) 617-2100; (888) 234-1320;
social.work@state.mn.us
www.socialwork.state.mn.us

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

Our Agreement

I, the client (or his or her parent or guardian), understand I have the right not to sign this form. My signature below indicates that I have read and understand this form. If at any time during the treatment I have questions about any of the subjects discussed in this brochure, I can talk with you about them, and you will do your best to answer them.

I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

I have read, or have had read to me the issues and points in this brochure. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this brochure. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature below.

Signature

Date

Therapist Signature

Date