

# Transform Within Wellness Center, LLC

700 Commerce Drive, Suite 295  
Woodbury, MN 55125

(p) 651-442-8214  
(f) 651-735-7844

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## Notice of Privacy Practices, Client Rights, and Service Agreement

Welcome to Transform Within Wellness Center, LLC (from this point forward known as “the entity” or TWWC, LLC). We believe a client who understands and participates in his/her care can achieve better results. This information has been prepared to help you identify your rights and responsibilities. We follow the federal and state laws regarding the handling of Patient Health Information (PHI) using the Health Insurance Portability and Accountability Act (HIPAA) and the Minnesota Government Data Practices Act for the purpose of treatment, payment, and health care operations. You have the right to know the policies, practices, and limitations of the privacy information that you will share with your therapist.

Please read this carefully and please keep a copy of this handout for your records. When you sign this document, it is a binding agreement. You may revoke or restrict portions of this agreement in writing at any time as provided below. That revocation or restriction is binding on use unless we have taken action in reliance on it or if your authorization was obtained as a condition of obtaining insurance coverage or other law provides you with a right to consent a claim and you have not satisfied any financial obligations you have incurred.

### Psychological Services

Therapy is opportunity for you to grow and change. It has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, including sadness, guilty, anxiety, anger, frustration, loneliness, helplessness, and memories. When unpleasant experiences or feelings are discussed, you may also experience a physical response, such as stomach aches or headaches. Therapy is hard work, so you may be tired after sessions. However, treatment for mental health issues has been shown to have benefits for those who participate. It often leads to a significant reduction in feelings of distress, increased physical health, increased satisfaction in interpersonal relationships, greater personal awareness and insights, increased skills for managing stress, and problems solved. However, there are no guarantees for what will happen.

The first few sessions will involve an evaluation of your needs. Based on the evaluation, your provider will give you some impressions of what your treatment may include. You and your provider will then come up with treatment goals and a plan. You should evaluate this plan as you go with your provider. Therapy involves a large commitment of time, money, and energy, so please pick a provider you feel is a good fit.

### Your Responsibilities

As a client, you have responsibilities as well as the rights. You can help yourself by being responsible in the following ways:

#### *To be Honest:*

You are responsible for being honest and direct about everything that relates to you as a client. Please tell your provider exactly how you feel about the things that are happening to you in your life.

#### *To Understand Your Plan*

You are responsible for understanding your counseling plan to your own satisfaction. If you do not understand, ask your provider. Be sure you do understand because this is important for the success of the treatment.

#### *To Follow the Treatment Plan*

If it is your responsibility to discuss with your provider whether or not you think you can and/or want to follow a certain counseling plan. You will also be asked to do work outside of therapy sessions.

#### *To Keep Appointments*

**You are responsible for keeping appointments. If you cannot keep an appointment, notify your provider as soon as possible so that another client can be seen. In any case, you will be charged \$100 for appointments when cancelled with less than 24 hours, and this cannot be billed to insurance.**

#### *To Know Your Fee*

It is your responsibility to check with insurance to find out whether or not your provider is in network, and what your coverage is for mental health and/or chemical dependency. See below for further details regarding your financial responsibility and fees.

#### *To Keep Your Provider Informed*

So that your provider can contact you whenever necessary, they will rely upon you to notify them of any changes in your name, address, and home, cell, or work phone numbers

### Your Therapist's Rights and Responsibilities

Your therapist has the responsibility of providing care appropriate to your situation, as determined by prevailing community standards. To accomplish this goal, your therapist has certain rights, including:

1. The right to information needed to provide appropriate care
2. The right to be reimbursed, as agreed, for services provided
3. The right to provide services in an atmosphere free of verbal, physical, or sexual harassment

4. The right and ethical obligation to refuse to provide services that are not indicated
5. The right to change the terms of this notice at any time, with the understanding you will be informed of any changes.

### **Communication with Your Therapist/Provider**

Your provider may not be immediately available by phone, and providers will not answer their phones while in session with another client. You may leave a message on their confidential voicemail at anytime, and your voicemail will be returned during business hours or the next business day under normal circumstances. On weekends and holidays, providers do not usually check their voicemail. However, your provider may allow phone communication outside your scheduled sessions. If you do speak with your provider outside of session, you may be billed at their current rate for individual therapy for the time spent with you on the phone. You should be advised that your insurance company might not reimburse you for the telephone consultation charge.

We ask that texting between clients and providers only be about appointment times or if you are running late. Anything else needs to be communicated through voicemail. Please be aware that providers do not check their text messages outside of business hours, unless they so choose.

Please be aware that TWWC, LLC has signed business contracts with phone and email providers to protect confidentiality, however these means of communication may not be totally secure so please keep this in mind when communicating information with your provider.

In order to further protect your privacy and confidentiality, TWWC, LLC staff will not “friend” clients or patients on social media networking sites. Please do not request to “friend” your provider on social media networking sites as well. This is also to preserve the roles of the relationships in therapy. Although you may feel as though your provider is like a friend as they may know you better than many people in your life, their role is to be your provider.

### **Emergency Procedures**

Should you feel that your situation requires immediate attention, your provider is available during their business hours. Their business hours will be discussed upon intake, and will be indicated on their voicemail. Emergencies are not to be text to your provider. This is a situation that you need to contact them directly by calling and leaving a voice mail if they are not available. If you attempt to contact your provider and you do not hear back, or we are unable to reach you, it will remain your responsibility to care for yourself and keep yourself safe.

**If you feel unable to keep yourself safe, or care for yourself, call 911 or go to the nearest emergency room. You can also contact:**

**Canvashealth.org- they have a list of emergency specific telephone numbers.**

**MentalHealthMN.org also has location specific crisis numbers**

**Canvas Health Crisis number: 1-800-273-8255**

### **Professional Records**

Your treatment record will be stored in a locked cabinet or encrypted computer which is protected from unauthorized access. It is accessible only to your therapist and to personnel to whom TWWC, LLC hires or contracts with for clinic management including billing staff whom TWWC, LLC has authorized to perform billing services. All personnel- counseling, support, or billing- whom TWWC, LLC authorizes to have access to your health care information in this office will limit their access to and use of your health care information to the minimum necessary to fulfill their authorized respective functions for treatment and payment services. They have agreed to abide by the privacy and security practices of this office

If you request that your insurance company pay for services, TWWC, LLC will share only the minimum information necessary for your insurance company to process claims. TWWC, LLC provides the following billing information to billing staff for submission of claims to your insurance company: a) name and address of your insurance company; b) your subscriber and group plan numbers; c) your name, birthday date, diagnosis, dates of service, and type of service. She will also get copies of remittances from insurance companies to reconcile your account.

If your insurance company requires further information in order to process your claim (such as the diagnostic assessment, date of onset of your problems, history of your problems, symptoms that meet criteria for your diagnosis, your progress in treatment, and your goals and objectives for treatment, progress notes, etc.), we will first consult with you about your insurance companies request and give you the option to decide what, if anything, may be released. It is your choice whether or not to use your insurance coverage for payment of services. You also need to be aware that if requested information is not released to insurance, they may decide to not pay for services and then you would be held responsible for payment of the services.

TWWC, LLC currently has a contract agreement with Empathic Clinical Software for utilization of an Electronic Health Recorder (EHR). Empathic is both HIPAA compliant and accredited.

The information your therapist collects from you is needed for providing evaluation and treatment to you. Your therapist will inform you of the consequences, if any, of refusing to supply information that is request. If you choose to not supply such information, they may be unable to determine which services are most appropriate for you and it will make it more difficult for your therapist to carry out an effective treatment plan for you.

If you are receiving services from other health care professionals, your provider will need to routinely confer with them about your assessment, counseling plan, and progress for the purpose of coordination your services with consent for authorization for a release of information.

At times your provider may also seek out professional consultation about some aspects of their work with you. Usually it will not be necessary to share your identifying information with the consultants(s). The consulting professional(s) also must abide by applicable laws and ethics and protect your confidentiality in all cases.

You have the right to request restrictions on person health care information that your provider will routinely disclose for purposes of treatment and payment. If, in your provider's professional judgement, the restriction you request could be harmful to you (for example, prevent their ability to provide adequate services to you), your provider will inform you when they cannot agree to any such restriction you may request.

You have the right to an accounting of certain disclosures of your information your provider or the entity has made after April 14, 2003, not including disclosures for treatment, payment, or health care operations, and disclosures made to you or disclosures otherwise authorized by you or by state law.

Other than the routine disclosures noted above that are necessary to perform treatment and billing services on your behalf, no information will be released to any other persons or agencies outside of this office without your written authorization except by court order. Before you give the entity written authorization to respond to any other request for your health information, satisfy yourself that the information is really needed, that you understand the information being sent out, and that giving the information will help you. You have the right to approve or refuse the release of information to anyone, except as provided by law.

**Exceptions to the above information release procedures are:**

- 1) When your provider or entity have knowledge of, or reasonable cause to believe, that a child or elder adult is being neglected or physically or sexually abused, in which case state law requires that such information reported.
- 2) Reporting of maltreatment of vulnerable adults.
- 3) Reporting of alleged practitioner sexual misconduct.
- 4) Reporting of instances of threatened homicide or physical violence against another identified person. Your provider or entity must report such threats to the appropriate police agency as well as the the intended victim.
- 5) In cases of threatened suicide and if, in your provider's professional judgment, your health and safety are at risk, they may contact at least one concerned person and/or the appropriate police agency to intervene and for evaluation.
- 6) Report of the use of illegal drug for a non-medical purpose or the use of alcohol during pregnancy.

**Minors' Right to Privacy**

All non-emancipated minor clients under the age of 18 must have the consent of their parents or guardians following an initial intake session to receive further treatment services. State law provides that minors have the right to request that their records be withheld from their parents or guardians. When a minor client requests that records be withheld and/or, in your provider's professional judgment, the provider will determine if sharing the minor's counseling information with parents or legal guardians is detrimental to the physical or mental health of a minor, they may refuse to release it to parents and legal guardians in order to prevent harm.

**Right to Read Your Own Records and to Submit an Amendment**

You have the right to inspect and request a copy of your own records, paper or electronic. All request must be made in writing. Your provider will assist you in understanding your records by being available to answer questions and to explain the meaning of technical terminology. Your provider welcomes your informing them of any inaccuracies of information in your file, which they will keep in your file.

**Right to Know How Long I Will Retain Your Inactive Records**

After you complete services, your record will be retained for 7 years. At the end of 7 years, the record will entirely be destroyed, leaving only the name of the client and date of record destruction. The time period begins from the date of the last visit (Or for minors, from the date they reach 18). Should I provide you with any further direct contact services, the counting period will begin after conclusion of the new services.

**Right to Accounting of Disclosures**

Upon written request, you have the right to obtain an accounting of certain disclosures of your personal health care information, excluding those that are necessary to conduct your counseling and payment services as described above and excluding disclosures I have made to you or disclosures you have otherwise authorized.

**Right to Determine Alternative Communications**

You may request and TWWC, LLC will accommodate any reasonable request for you to receive personal health information from TWWC, LLC by alternative means of communication or at alternative locations. For example, in order to protect your privacy, please inform TWWC, LLC to what address you prefer that TWWC, LLC mail billing statements of copies of records or letters and what telephone number you prefer TWWC, LLC use.

### **Right Not to Be Discriminated Against**

You have the right not to be discriminated against in the provision of professional services on the basis of race, age, gender, ethnic origin, disabilities, creed, or sexual orientation.

### **Right to Know Provider's Qualifications**

You are entitled to ask your provider what their training is, where they received it, and if they are licensed or certified, their professional competencies, experience, education, biases or attitudes, and any other relevant information that may be important to you in the provision of services. You have the right to expect that your provider has met the minimum qualifications of training and experience required by state law and to examine public records maintained by the Minnesota Board of Behavioral Health, Social Work, Psychology, or whichever licensure board that regulates your provider's practice.

### **Right to be Informed**

You have the right to be informed of the assessment of your problem in language you understand and to know available counseling alternatives. You also have the right to understand the purpose of the professional services recommended, including an estimate of the number of counseling or consultation sessions, the length of time involved, the cost of the services, the method of counseling, and the expected outcomes of counseling. You have the right and responsibility to help your therapist develop your own counseling plan. If you are considering medication or other remedies, you have the right to be informed by your physician or other health care professional of treatment alternatives, action of the medication or remedies, and possible side effects.

### **Right to Refusal of Services**

You have the right to consent or refuse recommended services. Your therapist can provide services to you without consent only if there is an emergency and in your therapist's opinion failure to act immediately would jeopardize your health. In such an emergency, your therapist will make reasonable efforts to involve a close relative or friend prior to providing emergency services. No audio or video recording of treatment sessions can be made without your written permission. It is also asked that you do not audio or video record your treatment without the knowledge and permission of your therapist.

### **Right to Voice Grievances**

You have the right to voice grievances and request changes in your counseling plan without restraint, interference, coercion, discrimination, or reprisal. TWWC, LLC encourages you to first voice any concerns you have with your therapist directly. You can also share them with Kelly R. Volkmann, owner and therapist of TWWC, LLC. If you believe your privacy rights have been violated, please share this with your therapist, and also with Kelly R. Volkmann. You also have the right to file a complaint about your services with the appropriate licensing board based off of who your therapist is.

What is a grievance? A grievance is any complaint or concern that a client, referring agency, or person(s) in the community has about the service and/or treatment associate with this entity. This entity is committed to processing grievances in a timely and respectful manner.

How to file a grievance. It is highly encouraged that any grievances be communicated in the written form whenever possible, and to file these complaints within one month of when the situation occurred.

If you wish to file a grievance, the entity requests you follow these procedures:

1. Share the complaint or concern with the individual with whom you have a grievance.
2. If you feel as though these grievance procedures did not meet satisfactory resolution you can contact:  
State of Minnesota Department of Health and Human Services at (651)282.5600 (LADC)  
Board of Social Work at (612)617.2100 (LGSW, LICSW).

### **Right Not to Be Subjected to Harassment**

You have the right to not be subjected to harassment-sexual, physical, or verbal.

### **Rights of Adults Judged Not Able to Give Informed Consent**

For adults judged not able to give informed consent, the same policy as that for minors (see above) applies regarding permission for services and requests that records be withheld.

### **Referral Rights**

You have the right not to be referred or terminated without explanation and noticed. You have the right to active assistance from your therapist in referring you to appropriate services.

### **Fee Information**

\_\_\_\_\_(Initial) ALL SESSION PAYMENTS, INCLUDING CO-PAYS ARE DUE AT THE TIME OF YOUR SESSION. WE ACCEPT CASH, CHECK OR CREDIT (VISA AND MASTERCARD).

**Regarding Insurance:**

\_\_\_\_ (Initial) I understand and agree that it is my responsibility to understand my benefits for mental health services, to be aware of any co-payment, deductible, pre-authorization, or limits that apply to my plan and they are not the responsibility of TWWC, LLC.

\_\_\_\_ (Initial) Please be aware that some, and perhaps all of the services provided may be non-covered services and not considered reasonable or necessary under your medical insurance and insurance may not cover. If this is the case, you become responsible for the charges.

\_\_\_\_ (Initial) *In the event that your insurance changes, it is your responsibility to notify Transform Within Wellness Center, LLC.*

\_\_\_\_ (Initial) If your new plan is one for which we are not participating providers, you will be responsible for your account balance. Any follow up or reporting to 3<sup>rd</sup> parties that become necessary due to unpaid balances on your account shall not be considered breach of confidentiality.

**Fee for Service Clients:**

\_\_\_\_ If you are paying for your sessions by fee-for-service or you are using out of network benefits, your payment is due at the time of session. If you would like to go through insurance Transform Within Wellness Center, LLC will submit the claim to your insurance company upon request and you will receive any reimbursement from your insurance company.

Current Rates:

Chemical Dependency Assessment/Rule 25 Assessment: \$250

Initial Intake: \$210

Sessions 45 minutes: \$140

Sessions 55+ minutes: \$160

If a rate has been agreed upon other than the above rate, indicate that here: \_\_\_\_\_

**Adult Patients:**

Adult patients are responsible for full payment of any co-pays at time of service.

**Minor Patients:**

Parents or guardians accompanying minors are responsible for payment of co-pays at the time of service. If a minor is accompanied by an adult other than a parent of guardian, payment is still expected. In the case that a parent, guardian, or adult is not present at the time of service, your therapist may be willing to make arrangements for you to be billed and pay by mail.

**Missed Appointments:**

\_\_\_\_ (Initial) *For all appointments canceled without 24 hours notice (this includes no-shows) will be billed \$100 for the session fee. This fee is not payable by your insurance and will be your responsibility.* Please help us serve you better by keeping your scheduled appointments. Giving more than 24 hours notice allows the therapist to see others that need to be seen. Exceptions: Late cancellations due to illness or bad weather causing school closures will be honored.

I AGREE TO PAY TWWC, LLC MY PORTION OF THE PATIENT RESPONSIBILITY WITHIN 30 DAYS OF BILLING. IN THE EVENT I HAVE UNPAID BALANCE ON MY ACCOUNT 60 DAYS AFTER THE BILLING DATE, MY BILLING INFORMATION WILL BE PROVIDED TO A DEBT COLLECTIONS ATTORNEY. IN THE EVENT IT IS NECESSARY FOR THE ATTORNEY TO COMMENCE A COURT ACTION TO COLLECT THE UNPAID BALANCE OWED ON MY ACCOUNT, I AGREE TO PAY ALL COLLECTION COSTS, INCLUDING REASONABLE ATTORNEY'S FEES. ANY BALANCE OWED TO TWWC, LLC WILL ACCRUE 8% SIMPLE INTEREST IF MORE THAN 30 DAYS PAST DUE.

Please discuss any questions or concerns you have about this information with your therapist prior to signing your name below.

\_\_\_\_\_  
Client Signature (Parent/Guardian if a minor) Date

\_\_\_\_\_  
Signature of Provider Date