

TRUE BALANCE PLLC
CONSENT TO TREATMENT DOCUMENTS

HIPAA Notice of Privacy Practices (OMNIBUS Rule) for the practice of:

True Balance PLLC located at:
16016 233rd Street. Little Falls, MN 56345
1511 E Minnesota Street, St. Joseph, MN 56374

THIS NOTICE (NOPPs) DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS
INFORMATION under the HIPAA Omnibus Rule of 2013.

Please Review the following carefully:

For the purposes of this Notice “us”, “we” and “our” refers to True Balance PLLC and “you” or “your” refers to our patients (or their legal representatives as determined by us in accordance

with state informed consent law). When you receive healthcare services from us, we will obtain access to your medical information. We are committed to maintaining the privacy of your health information and have implemented numerous procedures to ensure that we do so.

The federal Health Insurance Portability & Accountability Act of 2013, HIPAA Omnibus Rule (formerly HIPAA 1996 & HI TECH of 2004) require us to maintain the confidentiality of all your healthcare records and other identifiable patient health information (PHI) used by or disclosed to us in any form, whether electronic, on paper, or spoken. HIPAA is a federal law that gives you significant new rights to understand and control how your health information is used. Federal and state law provide penalties for covered entities, business associates and subcontractors that misuse or improperly disclose PHI.

HIPAA requires us to provide you with the Notice of our legal duties and the privacy practices we are required to follow when you first come into our office for healthcare services. If you have any questions, please speak to our Privacy Practices officer.

Our doctors, clinical staff, and business associates (including their subcontractors) all follow the policies and procedures set forth in this Notice. If your primary doctor is not available, we will give you the name of another doctor who also follows HIPAA Omnibus Rule Privacy Practices.

OUR RULES ON HOW WE MAY USE AND DISCLOSE YOU PHI

Under the law, we must have your signature on a written, dated Authorization Form of Acknowledgement of this Notice (referred to as "AoA" in this Notice), before we will use or disclose your PHI for certain purposes as detailed in the rules below.

1) Documentation: You will be asked to sign an AoA form when you receive this Notice of Privacy Practices. If you did not sign such a form or need a copy of the one you signed, please contact our privacy officer. You may revoke your consent at any time (unless we already have acted based on it) by submitting our Revocation Form in writing to us at our address listed above (It will take effect when we actually receive it). It will not affect any use or disclosure that occurred prior to revocation.

2) General Rule: If you do not sign our AoA, or if you revoke it, as a general rule (subject to exceptions described under "Healthcare Treatment, Payment and Operations Rule" and "Special Rules"), we cannot in any manner use or disclose to anyone (except you) your PHI or any other information in your medical record. By law, we are unable to submit claims to payers under assignment of benefits without your signature on our AoA form. You can restrict disclosure to your insurance company for any services you pay for 'out of pocket' under the 2013 Omnibus Rule. We will not condition treatment on you signing an AoA, but we may be forced to decline you as a new patient or discontinue you as an active patient if you choose not to sign the AoA or you revoke it.

HEALTHCARE TREATMENT, PAYMENT AND OPERATIONS RULE

With your signed consent (on our AoA), we may use or disclose your PHI in order:

1. To provide you with or coordinate healthcare treatments and services. For example, this includes consulting with other doctors about your care, delegating tasks to ancillary staff, calling in prescriptions to your pharmacy, disclosing information to family or others so that they may assist you with home care, arrange appointments with other healthcare providers, schedule ancillary testing or lab work for you, etc.

2. To bill or collect payment from you, an insurance company, a managed care organization, a health benefit plan or another 3rd party.

3. To run our office, assess the quality of care our patients receive and provide you with customer service. For example, this includes contacting you to remind you of appointments or missed appointments, we may leave messages (not giving out detailed PHI) with whom ever answers your phone or on your answering machine, etc.

New HIPAA Omnibus Rule does not require that we provide the above notice of “Healthcare Treatment, Payment and Operations Rule”, but we are including it as a courtesy, so that you may understand our use of your PHI with our business practices.

Our doctor(s) are also instructors for other healthcare professionals. Parts of your healthcare record (i.e. imaging, ancillary testing, exam records) may be used during lecture. There will be NO identifying information (i.e. name, DOB, address, etc.) used.

FYI: Under the new Omnibus Rule, health insurance plans cannot use or disclose genetic information for underwriting purposes (excluding long-term care plans). Also, psychotherapy notes maintained by a healthcare provider, must state in their NOPPs that they can allow “use and disclosure” of such notes only with your written authorization. We allow use and disclosure of psychotherapy notes with your written consent, AoA signature will be accepted for this.

SPECIAL RULES

Notwithstanding anything else contained in this Notice, only in accordance with applicable HIPAA Omnibus Rule, under strictly limited circumstances, we may use or disclose your PHI without your permission, consent or authorization for the following purposes:

- When required under federal, state or local law.

- When necessary for public health reasons (i.e. disease control, disability, adverse reactions to medications, suspected abuse, etc.)

- When necessary in emergencies to prevent a serious threat to your health/safety or health/safety of other persons.

- For federal or state government health care oversight activities.

- For judicial and administrative proceedings and law enforcement purposes.

- For Worker’s Compensation purposes.

- For intelligence, counterintelligence and national security.

- For organ or tissue donation.

For research projects approved by an Institutional Review Board or a privacy board. To create a collection of information that is 'de-identified'.

To family members, friends, and other, but only if you are present and verbally give permission. This includes, if you bring someone into the exam room or conference area where we are discussing your PHI. Or, if we reasonably infer that it is in your best interest because they know you are a patient and asked you to pick up records, DME, or prescriptions. Or, if it is an emergency situation involving you and we determine it is in your best interest to disclose you PHI, in which case only pertinent information will be disclosed and you will be notified as soon as possible. As per HIPAA law 164.512(j) (A) is necessary to prevent or lessen a serious or imminent threat to the health and safety of a person or the public and (B) Is to person or persons reasonable able to prevent to lessen that threat.

MINIMUM NECESSARY RULE

Our staff will not use or access your PHI unless it is needed to do their jobs. All of our team members are trained in HIPAA Privacy rules and sign a strict Confidentiality Contract with regards to keeping private your PHI. So do our Business Associates and subcontractors. Know that your PHI is protected several layers deep with regard to our business relations. Also we disclose to outside staff, only as much of your PHI as is needed to accomplish the recipients' lawful purposes. Still in certain cases, we may use and disclose the entire contents of your medical record:

- 1) To you (or legal representatives as stated above) and anyone else you list on your AoA to receive a copy of your records.
- 2) To healthcare providers for treatment purposes (this includes referrals to other doctors or reports requested by another of your doctors).
- 3) To the US Dept of Health and Human Services.
- 4) To others as required under federal and state law.
- 5) To our privacy officer and others as needed to resolve a complaint or accomplish your request under HIPAA.

In accordance with HIPAA law, we presume that requests for disclosure of PHI from another Covered Entity (as defined in HIPAA) are for the minimum necessary amount of PHI to accomplish the requestor's purposes. Our privacy officer determines 'minimum necessary' to disclose based on the following:

- Amount of information being disclosed.
- Number of individuals or entities to whom it is being disclosed.
- Importance of use or disclosure.

Likelihood of further disclosure.

Whether the same result can be achieved with 'de-identified' information.

Technology available to protect confidentiality of information.

Cost to implement administrative, technical and security procedures to protect confidentiality.

If we believe a request is unclear, or we feel is not needed, we will ask the requester to document why this is needed.

INCIDENTAL DISCLOSURE RULE

We will take reasonable administrative, technical and security safeguards to ensure the privacy of your PHI when we use or disclose it. We use a firewall and router to federal standards, change passwords periodically (i.e. when an employee leaves us), backup our PHI data off-site and is encrypted to federal standards, and do not allow unauthorized access to areas where PHI is stored or filed. We do not have any unsupervised business associates in PHI areas without a Business Associate Confidentiality Agreement.

In the event that there is a breach in protecting your PHI, we will follow Federal Guidelines to HIPAA Omnibus Rule Standard to first evaluate the breach situation using the Omnibus Rule, 4-Factor Formula for Breach Assessment. Then we will document the situation, retain copies of the situation on file, and report all breaches (other than low probability, as prescribed by the Omnibus Rule) to the US Dept of Health and Human Services at:
www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html

We will also notify you and other parties of significance as required by HIPAA Law.

BUSINESS ASSOCIATE RULE

Business associates are defined as: an entity, that in the course of their work will directly or indirectly use, transmit, view, transport, hear, interpret, process or offer PHI for this Facility.

Business associates and other 3rd parties that receive your PHI from us will be prohibited from re-disclosing that information. Business associates are required to sign a Confidentiality Agreement to Federal Omnibus Standards and follow Omnibus rules.

SUPER-CONFIDENTIAL INFORMATION RULE

If we have PHI about you regarding communicable disease, disease testing, alcohol or substance abuse diagnosis and treatment, or psychotherapy and mental health records

(super-confidential information under the law), we will not disclose it under the General or Healthcare Treatment, Payment, and Operations Rules without your first signing and properly completing your AoA. If we disclose super-confidential information, we will comply with federal law that require us to warn the recipient that re-disclosure is prohibited.

CHANGES TO PRIVACY POLICY RULES

We reserve the right to change our privacy practices at any time as authorized by law. The changes will be considered immediate and will apply to all PHI we create or receive in the future. If we make changes, we will post the changed notice on our website, and in our office. Upon request, you will be given a copy of our current Notice.

AUTHORIZATION RULE

We will not use or disclose your PHI for any purpose other than as stated in the Notice above without your signature for consent.

MARKETING RULES

Marketing is defined as communication about a product or service that encourages recipients to purchase or use the product or service. Under the HIPAA Omnibus Rule, we have included a section on our AoA to obtain your authorization. In general, we use marketing to inform you about products, services, or new technology that can benefit you. On occasion, we may notify you of patient appreciation sales.

FUNDRAISING RULES

We generally do not participate in fundraising with our patient information.

AUTHORIZATIONS RELATED TO RESEARCH

We may seek authorizations from you for the use of your PHI for future research. However, we would make clear the research it is being used for.

YOUR RIGHTS REGARDING YOUR PHI

If you got this Notice via email or website, you have the right to a paper copy by asking our privacy officer. You also have the right to see and get a copy of your PHI by submitting a request to our privacy officer or filling out a record request form. We may charge a fee for the copy, not to exceed \$10. And we may charge a mailing fee if a paper copy is requested via mail, not to exceed \$5. We will respond with a copy within 30 days as required by federal law. If we

deny your request, you may ask for a review of that decision, and we will have it reviewed by a licensed healthcare professional and follow their decision.

REQUEST FOR CORRECTION TO PHI

If we receive a correction to your PHI by another doctor or you, we will make the changes upon receipt of written notification. You may request a correction to your PHI by filling out a Request for Amendment/Correction form. We will act upon your request within 30 days. We will make the changes by noting, not deleting, and notify you within 5 days that the corrections have been made. We may deny your request under certain circumstances. If we do, we will notify you in writing within 5 days. You may lodge a complaint with our privacy officer or to DHHS if you do not agree with the denial.

TO REQUEST RESTRICTIONS

You may ask us to limit how your PHI is used and disclosed by submitting a written Request for Restriction on Use, Disclosure form to our Privacy Officer. We will follow the request unless it is an emergency situation where we did not have time to check limitations or if we are unable to grant your request (i.e. required by law).

TO REQUEST ALTERNATIVE COMMUNICATIONS

You may ask us to communicate with you in a different way or at a different place by submitting a written Request for Alternative Communication form to us. We will accommodate all reasonable requests.

TO COMPLAIN OR GET MORE INFORMATION

We will follow the rules set forth in this Notice. If you want more information, or if you believe your privacy rights have been violated, we want to make it right. We never penalize you for filing a complaint. To do so, please file a formal written complaint within 180 days to our Privacy Officer at:
True Balance PLLC
Attn: Leslie Russell Martin
16016 233rd Street
Little Falls, MN 56345
Fax: (320)632 5524
Email: info@truebalancefarm.com

Or you may contact DHHS at:
Office of Civil Rights
200 Independence Ave SW

Washington, DC 20201
(877)696-6775

You may get your HIPAA Complaint form from our Privacy Officer. These privacy practices are in accordance with the original HIPPA enforcement effective April 14, 2003 and updated to the Omnibus Rule effective March 26, 2013 and will remain in effect until we replace them as specified by Federal and State Law.

FAXING, EMAILING, AND TEXTING RULE

When you request us to fax, email or text your PHI as an alternative communication, we may agree to do so, but this may be reviewed by our Privacy Officer or treating doctor. By providing us with this information, you are guaranteeing that you have sole access to the fax, email or phone with text. We are not responsible for PHI viewed by others if it is a shared fax, email or phone, as you requested that it be sent there. We will include a cover sheet and attach an appropriate notice to the message. Our emails are encrypted per Federal Standard for your protection.

PRACTICE TRANSITION RULE

If we sell our practice, our patient records may be disclosed and physical custody may be transferred to the purchasing healthcare provider, but only in accordance with the law. The new record owner will be solely responsible for ensuring privacy of your PHI after the transfer and you agree that we will have no responsibility for transferred records there after. If the practice dies, our patient records will be transferred to another healthcare practitioner within 90 days or stay with the attending doctor at his/her new location. Before either of these 2 situations, our Privacy Officer will obtain a Business Associate Agreement from the purchaser and review your PHI.

INACTIVE PATIENT RECORDS

We will retain your records for 7 years from your last treatment or exam, at which point you will become an inactive patient in our practice and we may destroy your records at that time (inactive minor patient records will not be destroyed before their 18th birthday). We destroy them in accordance with the law.

COLLECTIONS

If we use or disclose your PHI for collections purposes, we will do so only in accordance with the law.

Our Legal Duties

State and Federal laws require that we keep your medical records private. Such laws require that we provide you with this notice informing you of our privacy of information policies, your rights, and our duties. We are required to abide these policies until replaced or revised. We have the right to revise our privacy policies for all medical records, including records kept before policy changes were made. Any changes in this notice will be made available upon request before changes take place.

The contents of material disclosed to us in an evaluation, intake, or counseling session are covered by the law as private information. We respect the privacy of the information you provide us and we abide by ethical and legal requirements of confidentiality and privacy of records.

Use of Information

Information about you may be used by the personnel associated with this clinic for diagnosis, treatment planning, treatment, and continuity of care. We may disclose it to health care providers who provide you with treatment, such as doctors, nurses, mental health professionals, and mental health students and mental health professionals or business associates affiliated with this clinic such as billing, quality enhancement, training, audits, and accreditation.

Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian or personal representative. It is the policy of this clinic not to release any information about a client without a signed release of information except in certain emergency situations or exceptions in which client information can be disclosed to others without written consent. In the case of family therapy where both parties share legal custody of a minor, any and all communication will be available to both caregivers. Some of these situations are noted below, and there may be other provisions provided by legal requirements.

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person or persons, the health care professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Public Safety

Health records may be released for the public interest and safety for public health activities, judicial and administrative proceedings, law enforcement purposes, serious threats to public safety, essential government functions, military, and when complying with worker's compensation laws.

Abuse

If a client states or suggests that he or she is abusing a child or vulnerable adult, or has recently abused a child or vulnerable adult, or a child (or vulnerable adult) is in danger of abuse, the health care professional is required to report this information to the appropriate social service and/or legal authorities. If a client is the victim of abuse, neglect, violence, or a crime victim, and their safety appears to be at risk, we may share this information with law enforcement officials to help prevent future occurrences and capture the perpetrator.

Prenatal Exposure to Controlled Substances

Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

In the Event of a Client's Death

In the event of a client's death, the spouse or parents of a deceased client have a right to access their child's or spouse's records.

Professional Misconduct

Professional misconduct by a health care professional must be reported by other health care professionals. In cases in which a professional or legal disciplinary meeting is being held regarding the health care professional's actions, related records may be released in order to substantiate disciplinary concerns.

Judicial or Administrative Proceedings

Health care professionals are required to release records of clients when a court order has been placed.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the client's records. Email, text, and telephone communication is part of the client record.

Other Provisions

When payment for services are the responsibility of the client, or a person who has agreed to providing payment, and payment has not been made in a timely manner, collection agencies may be utilized in collecting unpaid debts. The specific content of the services (e.g., diagnosis, treatment plan, progress notes, testing) is not disclosed. If a debt remains unpaid it may be reported to credit agencies, and the client's credit report may state the amount owed, the time-frame, and the name of the clinic or collection source.

Insurance companies, managed care, and other third-party payers are given information that they request regarding services to the client. Information which may be requested includes type of services, dates/times of services, diagnosis, treatment plan, description of impairment, progress of therapy, and summaries.

Information about clients may be disclosed in consultations with other professionals in order to provide the best possible treatment. In such cases the name of the client, or any identifying information, is not disclosed. Clinical information about the client is discussed. Some progress notes and reports are dictated/typed within the clinic or by outside sources

specializing in (and held accountable for) such procedures. Video may be used with your consent to tape for consultation or training.

In the event in which the clinic or mental health professional must telephone the client for purposes such as appointment cancellations or reminders, or to give/receive other information, efforts are made to preserve confidentiality. Please notify us in writing where we may reach you by phone and how you would like us to identify ourselves. For example, you might request that when we phone you at home or work, we do not say the name of the clinic or the nature of the call, but rather the mental health professional's first name only. If this information is not provided to us (below), we will adhere to the following procedure when making phone calls: First we will ask to speak to the client (or guardian) without identifying the name of the clinic. If the person answering the phone asks for more identifying information we will say that it is a personal call. We will not identify the clinic (to protect confidentiality). If we reach an answering machine or voice mail we will follow the same guidelines.

Your Rights

You have the right to request to review or receive your medical files. The procedures for obtaining a copy of your medical information is as follows. You may request a copy of your records in writing with an original (not photocopied) signature. If your request is denied, you will receive a written explanation of the denial. Records for non-emancipated minors must be requested by their custodial parents or legal guardians. The charge for this service is **\$0.75** page, plus postage.

You have the right to cancel a release of information by providing us a written notice. If you desire to have your information sent to a location different than our address on file, you must provide this information in writing. You have the right to restrict which information might be disclosed to others. However, if we do not agree with these restrictions, we are not bound to abide by them. You have the right to request that information about you be communicated by other means or to another location. This request must be made to us in writing. You have the right to disagree with the medical records in our files. You may request that this information be changed. Although we might deny changing the record, you have the right to make a statement of disagreement, which will be placed in your file. You have the right to know what information in your record has been provided to whom. Request this in writing. If you desire a written copy of this notice you may obtain it by requesting it from the Clinic Director at this location.

Complaints

If you have any complaints or questions regarding these procedures, please contact the clinic. We will get back to you in a timely manner. You may also submit a complaint to the U.S. Dept. of Health and Human Services and/or the MN Board of Marriage and Family Therapy or the MN Board of Psychology.

Client Rights Notification

As a recipient of services at our facility, we would like to inform you of your rights as a patient. The information contained in this brochure explains your rights and the process of complaining if you believe your rights have been violated.

Your rights as a patient

1. Complaints. We will investigate your complaints.
2. Suggestions. You are invited to suggest changes in any aspect of the services we

provide.

3. Civil Rights. Your civil rights are protected by federal and state laws.
4. Cultural/spiritual/gender Issues. You may request services from someone with training or experiences from a specific cultural, spiritual, or gender orientation. If these services are not available, we will help you in the referral process.
5. Treatment. You have the right to take part in formulating your treatment plan.
6. Denial of services. You may refuse services offered to you and be informed of any potential consequences.
7. Record restrictions. You may request restrictions on the use of your protected health information; however, we are not required to agree with the request.
8. Availability of records. You have the right to obtain a copy and/or inspect your protected health information; however we may deny access to certain records in which we will discuss this decision with you.
9. Amendment of records. You have the right to request an amendment in your records; however, this request could be denied. If denied, your request will be kept in the records.
10. Medical/Legal Advice. You may discuss your treatment with your doctor or attorney.
11. Disclosures. You have the right to receive an accounting of disclosures of your protected health information that you have not authorized.

Your rights to receive information

1. Medications used in your treatment. We will provide you with information describing any potential risks of medications prescribed at our facility.
2. Costs of services. We will inform you of how much you will pay.
3. Termination of services. You will be informed as to what behaviors or violations could lead to termination of services at our clinic.
4. Confidentiality. You will be informed of the limits of confidentiality and how your protected health information will be used.
5. Policy changes.

Patient's responsibilities

1. You are responsible for your financial obligations to the clinic as outlined in the Payment Contract for Services.
2. You are responsible for following the policies of the clinic.
3. You are responsible to treat staff and fellow patients in a respectful, cordial manner in which their rights are not violated.
4. You are responsible to provide accurate information about yourself

Consent to Treatment and Recipient's Rights

I attest that I have voluntarily entered into treatment, or give my consent for the minor or person under my legal guardianship mentioned above, at True Balance, PLLC, hereby referred as the Center. Further, I consent to have treatment provided by a psychiatrist, psychologist, social worker, counselor, or intern in collaboration with his/her supervisor. The rights, risks and benefits associated with the treatment have been

explained to me. I understand that the therapy may be discontinued at any time by either party. The clinic encourages that this decision be discussed with the treating psychotherapist. This will help facilitate a more appropriate plan for discharge.

Recipient's Rights: I certify that I have received the Recipient's Rights pamphlet and certify that I have read and understand its content. I understand that as a recipient of services, I may get more information from the Recipient's Rights Advisor.

Non-Voluntary Discharge from Treatment: A client may be terminated from the Center non-voluntarily, if: A) the client exhibits physical violence, verbal abuse, carries weapons, or engages in illegal acts at the clinic, and/or B) the client refuses to comply with stipulated program rules, refuses to comply with treatment recommendations, or does not make payment or payment arrangements in a timely manner. The client will be notified of the non-voluntary discharge by letter. The client may appeal this decision with the Clinic Director or request to re-apply for services at a later date.

Client Notice of Confidentiality: The confidentiality of patient records maintained by the Center is protected by Federal and/or State law and regulations. Generally, the Center may not say to a person outside the Center that a patient attends the program or disclose any information identifying a patient as an alcohol or drug abuser unless: 1) the patient consents in writing, 2) the disclosure is allowed by a court order, or 3) the disclosure is made to medical personnel in a medical emergency, or to qualified personnel for research, audit, or program evaluation.

Violation of Federal and/or State law and regulations by a treatment facility or provider is a crime. Suspected violations may be reported to appropriate authorities. Federal and/or State law and regulations do not protect any information about a crime committed by a patient either at the Center, against any person who works for the program, or about any threat to commit such a crime. Federal law and regulations do not protect any information about suspected child (or vulnerable adult) abuse or neglect, or adult abuse from being reported under Federal and/or State law to appropriate State or Local authorities. Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful. It is the Center's duty to warn any potential victim, when a significant threat of harm has been made. In the event of a client's death, the spouse or parents of a deceased client have a right to access their child's or spouse's records. Professional misconduct by a health care professional must be reported by other health care professionals, in which related client records may be released to substantiate disciplinary concerns. Parents or legal guardians of non-emancipated minor clients have the right to access the client's records. When fees are not paid in a timely manner, a collection agency will be given appropriate billing and financial information about client, not clinical information. My signature below indicates that I have been given a copy of my rights regarding confidentiality. I permit a copy of this authorization to be used in place of the original. Client data of clinical outcomes may be used for program evaluation purposes, but individual results will not be disclosed to outside sources.

My signature below indicates that I consent to treatment and agree to abide by the above stated policies and agreements with True Balance PLLC.

Minor's Treatment Agreement

The involvement of children and adolescents in therapy can be beneficial to their overall development. Very often, it is best to see them with parents and other family members; sometimes, they are best seen alone. I will assess which might be best for your child and make recommendations to you. Obviously, the support of all the child's caregivers is essential, as well as their understanding of the basic procedures involved in counseling children.

The general goal of involving children in therapy is to foster their development at all levels. At times, it may seem that a specific behavior is needed, such as to get the child to obey or reveal certain information. Although those objectives may be part of overall development, they may not be the best goals for therapy. Again, I will evaluate and discuss these goals with you.

Because my role is that of the child's helper, I will not become involved in legal disputes or other official proceedings unless compelled to do so by a court of law. Matters involving custody and mediation are best handled by another professional who is specially trained in those areas rather than by the child's therapist.

Parents or legal guardians of non-emancipated minor clients have the right to access the client's records. Email, text, and telephone communication is part of the client record.

The issue of confidentiality is critical in treating children. When children are seen with adults, what is discussed is known to those present and should be kept confidential except by mutual agreement. Children seen in individual sessions (except under certain conditions) are not legally entitled to confidentiality (also called privilege); their parents have this right. However, unless children feel they have some privacy in speaking with a therapist, the benefits of therapy may be lost. Therefore, it is necessary to work out an arrangement in which children feel that their privacy is generally being respected, at the same time that parents have access to critical information. This agreement must have the understanding and approval of the parents or other responsible adults and of the child in therapy.

This agreement regarding treatment of minors has provisions for inserting individual details, which can be supplied by both the child and the adults involved. However, it is first important to point out the exceptions to this general agreement. The following circumstances override the general policy that children are entitled to privacy while parents or guardians have a legal right to information.

- Confidentiality and privilege are limited in cases involving child abuse, neglect, molestation, or danger to self or others. In these cases, the therapist is required to make an official report to the appropriate agency and will attempt to involve parents as much as possible.
- Any evaluation, treatment, or reports ordered by, or done for submission to a third party such as a court or a school is not entirely confidential and will be shared with that agency with your specific written permission. Please also note that I do not have control over

information once it is released to a third party.

Now that the various aspects surrounding confidentiality have been stated, the specific agreement between you and your child/children follows:

We agree that there should be privacy in my child's therapy sessions, and I agree to allow this privacy except in extreme situations, which I will discuss with the therapist. At the same time, except under unusual circumstances, I understand that I have a legal right to obtain this information. To increase the effectiveness of the therapy, I agree to the following:

I will do my best to ensure that therapy sessions are attended and will not inquire about the content of sessions. If my child prefers/children prefer not to volunteer information about the sessions, I will respect his/her/their right not to disclose details. Basically, unless my child has/children have been abused or is/are a clear danger to self or others, the therapist will normally tell me only the following:

- whether sessions are attended
- whether or not my child is/children are generally participating
- whether or not progress is generally being made

The normal procedure for discussing issues that are in my child's/children's therapy will be joint sessions including my child/children, the therapist, and me and perhaps other appropriate adults. If I believe there are significant health or safety issues that I need to know about, I will contact the therapist and attempt to arrange a session with my child/children present. Similarly, when the therapist determines that there are significant issues that should be discussed with parents, every effort will be made to schedule a session involving the parents and the child/children. I understand that if information becomes known to the therapist and has a significant bearing on the child's/children's well-being, the therapist will work with the person providing the information to ensure that both parents are aware of it. In other words, the therapist will not divulge secrets except as mandated by law, but may encourage the individual who has the information to disclose it for therapy to continue effectively.

Release from Liability

This **RELEASE FROM LIABILITY** is made and entered into by and between TRUE BALANCE, PLLC, 15920/16016 233rd Street Little Falls, MN 56345 and any/all officials, directors, owners, and employees associated with the same, hereinafter designated as "True Balance"/ True Balance PLLC and Therapy Participant, hereinafter designated "Client." If Client is a minor, their parent or guardian assumes responsibility for the minor.

In return for the use, today and on all future days, of property, facility, and services of True Balance, PLLC, the Client, his/her heirs, assigns, and legal representatives hereby expressly agree to the following:

- **CLIENT UNDERSTANDS THERE ARE RISKS IN AND AROUND EQUINE & PET ASSISTED ACTIVITIES AND TRUE BALANCE PLLC, AND THAT TRUE BALANCE PLLC**

IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A CLIENT RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES AND FACILITIES.

- **CLIENT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THEIR USE OF OR PRESENCE UPON TRUE BALANCE PLLC'S PROPERTY AND FACILITY** including with out limitations but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects; fire or explosion, the unavailability of emergency medical care (with the exception of 911), and/or negligence and/or deliberate acts of other persons.
- **Client is responsible for full and complete insurance coverage on his or her horse, personal property, and self.**
- Client agrees to hold True Balance PLLC and all successors, assigns, subsidiaries, franchises, officers, directors, owners, employees, and agents completely harmless and not liable and release them from all liability whatsoever and agree not to sue True Balance PLLC and all successors, assigns, subsidiaries, franchises, officers, directors, owners, employees, and agents on account of or in connection with any claims, causes, actions, injuries, damages, costs, and/or expenses arising out of the Client's use of or presence upon True Balance PLLC property and facilities including without limitation those based on death, bodily injury, property damage, consequential damages, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects; fire or explosion except if the damages are cause by direct and wanton gross negligence of True Balance PLLC.
- Client agrees to waive protection afforded by any statute or law in any jurisdiction whose purpose, substance, or effect is to provide a general release shall not extend to claims, material or otherwise, which person giving release does not know or suspect to exist at the time this release is signed.
- Client agrees to indemnify and defend True Balance PLLC against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from their use of or presence on True Balance PLLC Property or Facilities.
- True Balance PLLC reserves the right to refuse or revoke entry and/or occupancy of any client at any time.

Financial Policy and Payment Contract

The Person Responsible for Payment of Account is required to sign this form which explains the fees and collection policies of the clinic. Your insurance policy, if any, is a contract between you and the insurance company; we are not part of the contract with you and your insurance company.

As a service to you, the clinic will bill insurance companies and other third-party payers, but cannot guarantee such benefits or the amounts covered, and is not responsible for the collection of such payments. In some cases insurance companies or other third-party payers may consider certain services as not reasonable or necessary or may determine that services are not covered. In such cases the Person Responsible for Payment of Account is responsible for payment of these services. We charge our clients the usual and customary rates for the area. Clients are responsible for payments regardless of any insurance company's arbitrary determination of usual and customary rates.

The Person Responsible for Payment will be financially responsible for payment of such services. The Person Responsible for Payment of Account is financially responsible for paying funds not paid by insurance companies or third-party payers after 60 days. Payments not received after 120 days are subject to collections. A 1% per month interest rate is charged for accounts over 60 days.

Insurance deductibles and co-payments are due at the time of service. Although it is possible that mental health coverage deductible amounts may have been met elsewhere (e.g., if there were previous visits to another mental health provider since January of the current year that were prior to the first session at the clinic), this amount will be collected by the clinic until the deductible payment is verified to the clinic by the insurance company or third-party provider.

All insurance benefits will be assigned to this clinic (by insurance company or third-party provider) unless the Person Responsible for Payment of Account pays the entire balance each session.

Missed appointments or cancellations less than 24 hours prior to the appointment are charged at a rate noted in the Payment Contract for Services.

Federal Truth in Lending Disclosure Statement for Professional Services

Fees for Professional Services

I (we) agree to pay True Balance PLLC, hereafter referred to as the clinic,

A fee of \$ 250.00_ is charged for Initial Assessment and Psychological Testing (per hour). The fee for testing includes scoring and report-writing

A fee of \$ 200.00 is charged for mental health therapy per hour.

A fee of \$ 75.00 is charged for group counseling.

A fee of \$ 40.00 is charged for missed appointments or cancellations with less than 24 hours' notice.

Your insurance company may not pay for services that they consider to be non empirically based, not medically or therapeutically necessary, or ineligible (not covered by your policy, or the policy has expired or is not in effect for you or other people receiving services). ***If the insurance company does not pay the estimated amount, you are responsible for the balance.***

Payments, co-payments, and deductible amounts are due at the time of service. There is a 1% per month (12% Annual Percentage Rate) interest charge on all accounts that are not paid within 60 days of the billing date.

Release of Information Authorization to Third Party

I (we) authorize True Balance PLLC to disclose case records (diagnosis, case notes, psychological reports, testing results, or other requested material) to the above listed third-party payer or insurance company for the purpose of receiving payment directly to True Balance PLLC.