



## REUNIFICATION SERVICES/PSYCHOTHERAPY AGREEMENT

Welcome to Ascend Family Institute, LLC. Most families seeking reunification services are, or have been, in the midst of a stressful transition. We understand that it takes courage to begin the process of creating a new normal for your family and that different family members may have different thoughts and feelings about beginning reunification services. We hope this document will help answer some of your questions so that you feel more confident taking the step toward healing for your family. Because we understand documents of this nature can be difficult to understand at times, we would be happy to meet with your family in person to discuss any remaining concerns that could help you make the decision about whether our services are the right fit for your unique circumstances at this time.

This document contains important information about our professional services and business policies. Although these documents are long and sometimes complex, it is very important that you read them carefully. When you sign this document, it will also represent an agreement between us and become a part of your electronic medical record. You may revoke this Agreement in writing at any time. That revocation will be binding on us (and our clinic) unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

This agreement applies to all providers at all locations of Ascend Family Institute, LLC.

### 1. Description of Reunification Services:

Reunification is NOT an evaluation or a process that will result in any recommendations. Ascend Family Institute, LLC, along with our employees, may make *therapeutic recommendations* related to the therapeutic process itself, but legal recommendations or custody recommendations are outside our scope of competency when we are acting as providers of reunification services. Reunification services IS a process by which families can build healthy and connected relationships in the midst of difficult transitions, particularly in situations in which one parent has not had regular contact with the child(ren). The hope of reunification is that it will result in the re-establishing of the parent/child relationship **and that the family members will learn and practice skills in the process that lead to healthier functioning in the future.**

Reunification is a systemic therapeutic service that will typically include both parents and is intended to **rebalance the quality of the child(ren)'s relationship with each parent.** The primary goals of this service is to assist child(ren) to enjoy a healthy relationship with both of his/her/their parents and to assist parents in identifying, addressing, and monitoring any personal symptoms and/or behaviors getting in the way of the presence and/or quality of a healthy and balanced relationship with the child(ren).

At Ascend Family Institute, LLC, we use a specific model of reunification services which we have found to be most effective with families that have prolonged conflicts and complicated clinical issues, which are common in families seeking reunification services. Both parents are required to participate in the reunification process, as both affect the outcome of the process for the child(ren).

Unless a different approach serves the family's needs based on the clinical judgment of the reunification services providers, Ascend uses a model of reunification that requires the collaboration of two providers; one who meets with the children, and one who meets with the parents. This team approach allows the children to have a place to discuss their family situation with a person who is not also in the role of provider for either parent. This allows the children's provider to focus on their needs and feelings without being lobbied by either parent. The provider who works with the parents is able to receive information about the children's needs and concerns, and to use this information to help the parents best manage the difficulties that the children are facing. Sometimes, this takes the form of coaching or advising. At other times, parents have feelings or issues of their own that affect the reunification process.

The process will unfold according to Ascend Family Institute, LLC's recommendations and timeline, with input from providers and professionals working with the family outside of Ascend, and with primary consideration given to the timing that seems to be in the best interest of the child(ren).

The process begins with each parent having a session with the provider who will work with the child(ren). At this time, the provider will review the steps of the reunification process with each parent, and ask each parent to give consent for the children to participate. Each parent also has the opportunity to describe the background of their family and why reunification is necessary. At this appointment, each parent will be expected to sign releases of information for all current providers they are working with (therapist, psychiatrist, etc.) and all relevant past providers and professionals whose information would be useful in accessing readiness and treatment planning.

**From the intake (first) session forward, Ascend's treatment team, including the therapists involved directly in the particular case (at times with input from consultants outside Ascend), are continually assessing the readiness of each family member to participate in reunification services and the potential impact of the dynamic factors influencing the therapy process. At any time in the process, Ascend reserves the right to pause or terminate the reunification process. If at any time for any reason, Ascend believes progress will not occur, or will be minimal, or that the process itself will have a negative impact of an individual involved (including but not limited to presenting a safety concern for anyone involved), Ascend either temporarily or permanently suspend the reunification process, with or without the agreement of those who provided informed consent for the process, and with or without the presence of a court order. Informal assessment of the client's readiness for the intervention and the appropriateness of the intervention to the particular client(s) and family system(s) is a part of the therapy process itself. However, in limited circumstances, Ascend reserves the**

**right to require a reunification assessment after the intake (first) session (or first phone contact with a potential family) BEFORE beginning the therapeutic process. This assessment would not be billable to insurance, as it is not treatment, and would require a separate deposit.**

During the session, the provider will assess whether a single provider will be sufficient, or whether the two-provider model will be used. Only after the parents have both had the initial meeting with the children's provider will the children be introduced to the process. **Ascend reserves the right to require parents participate in individual services to work on individual therapeutic goals prior to the beginning of reunification services and/or before the child(ren) come to a first session at Ascend. If one or both parent(s) likely has work to do before being able to successfully participate in a therapeutic process with the family, Ascend will expect this work to be completed prior to the children being introduced into the process.**

When the reunification service providers feel the family is ready to move forward, the children will meet with their provider, either together as siblings or individually. The provider will assess the children's readiness for contact with the reunifying parent, and assist the children to prepare for upcoming encounters with this parent. All efforts are made in this process to proceed at an appropriate pace for the child (which may be different for each child). This does not mean, however, that the child always chooses when the first contact with the reunifying parent will occur. Sometimes when children have been estranged from a parent for an extended period they become anxious about resuming contact and must be encouraged to have this first encounter. This will not occur until the provider deems that they are psychologically ready for the encounter, however.

The reunification services model offers several advantages. Reunification services are structured, with expectations for frequency of attendance for all family members, so problems are addressed proactively before they escalate. Also, the entire family participates in reunification, so children feel that their whole family is working and they are not left alone to tackle these difficult family issues.

When the two-provider model is used, the reunification providers work collaboratively, and consult with each other between sessions to coordinate the actions that will most benefit the family.

## **2. Psychological Services:**

**Diagnosis and Billing:** SOME reunification services may be considered psychological services and be billable to medical insurance. When a member of the family participating in reunification services is experiencing psychological symptoms, such as anxiety, reunification can be an effective intervention that is used to alleviate those mental health symptoms. In such cases, insurance will be billed using an appropriate diagnostic code. **It is important to note that children often do not qualify for a mental health diagnosis and their sessions will mostly likely need to be covered in cash from the deposit.** At the time of intake, we will help you determine

whether any of your services will be considered reunification services and able to be billed to your health insurance, or whether your services will need to be covered out-of-pocket. Like all reunification services or coaching services, reunification is not easily described in general statements. It varies depending on the personalities of the provider and clients, and the particular problems you and your family are experiencing. There are many different methods we may use to deal with the problems that you hope to address.

**Risks and Benefits:** Reunification is not like a medical doctor visit. Instead, it calls for a very active effort on your part. It can have benefits and risks. Since reunification services often involves discussing unpleasant aspects of your life, you and your children may experience uncomfortable feelings like sadness, anger, or frustration. Also, reunification services are often difficult for family members, particularly parents, because it requires that each person put aside hurt feelings and past history to work toward what is best for the child(ren). Even though it is tempting to use the process to get retribution or vindication, reunification requires parents to give children the freedom to build a relationship with the other parent free of interference or negative influence. When successful, reunification has also been shown to have many benefits. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Reunification services and reunification can involve a large commitment of time, money, and energy, so you should be very careful about engaging in the process effectively. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you provide you with referrals to another professional for a second opinion.

**Alternatives:** There may be viable alternatives to reunification services, or other services (such as but not limited to support groups, domestic violence treatment, chemical dependency treatment, group therapy, individual therapy, family-based interventions outside of reunification services, etc. that your family could benefit from instead of or in addition to, reunification services. There may also be times when one of those options may be best to complete before reunification services begins. In that event, Ascend will make you aware of the options and answer your questions to the best of our ability.

**Professional Relationship:** Also, reunification services happen in the context of a professional relationship. Though providers cares deeply about our client's lives, the relationship is different from a friendship. This means your provider will not friend you on social media or see you outside of sessions because the professional boundaries for providers do not allow for it. In additional, ethical boundaries prevent us from having both concurrent personal and professional relationships with you and/or your family members or from having a personal relationship with you following the termination of our work together.

**Termination:** You can terminate services at any time. When doing so, we ask you notify your provider and schedule a final session. Please understand that if you miss three appointments in

a row without informing your provider, he/she will begin the process of terminating your services. If your provider believes there to be a conflict of interest, he or she may terminate services with you but will not do so without providing you with viable alternatives to seek treatment from another qualified professional.

If your provider leaves Ascend, you will be given the following options:

1. If your provider is able to see you at his/her new place of employment and you wish to continue with the same provider, you can make the choice to transition services to the new location.
2. If you would rather continue at Ascend, we will set up an intake appointment with a new provider.
3. If you would like information about providers outside Ascend (or no one at Ascend has a specific competency needed for your case), we will provide some referral options or resources for you to find referral options.

In the unfortunate circumstance that your provider is no longer able to see you because of incapacitation or death, Ascend will work with you to find an alternative provider either within Ascend or someone else if a better fit for you happens to be outside our agency.

**3. Fees:**

The fees for reunification sessions average approximately \$175 per hour (subject to adjustment on January 1 of each year). See below for information regarding what each service type will be billed at, to insurance or to your deposit.

If you become involved in legal proceedings that require participation from Ascend Family Institute, LLC, you will be expected to pay for professional time even if the providers are called to testify by another party. Because of the difficulty of legal involvement, Ascend Family Institute, LLC charges \$175.00 per hour for preparation and attendance at any legal proceedings; including travel to and from the court hearing and wait time before or after the court hearing. This also includes report writing for a court proceeding, meetings with attorneys, GAL’s, custody evaluators, or any other party involved in a court proceeding.

This table summarizes the cost of sessions.

<b>Services</b>	<b>Fee</b>
90791 Intake (60 min)	\$200
90832 Individual/Family Session (30 min)	\$85
90834 Individual/Family Session (45 min)	\$110
90837 Individual/Family Session (60 min)	\$160
90846, 90847 Family Session (45-50 min)	\$140
90785 Interactive Complexity (added on to codes above in appropriate circumstances)	\$16

90839 Crisis Reunification services (60 min)	\$225
90840 Crisis Reunification services (30 min add on to 90839 above)	\$115
Court Fees	\$175
Administrative Time	\$175/hour

The fees listed above represent the fees Ascend Family Institute, LLC bills to your insurance company. The amount you are responsible for is the “allowed amount” on your explanation of benefits, which may be paid by the insurance company, owed by you, or a combination thereof. Total charges will not be known until your care is complete and your claims have been billed to and processed by the insurance company if you are using insurance to pay for your services.

**I understand I am responsible for all charges not covered by my insurance company.**

**In-network Insurance:** If I have insurance coverage with a company that Ascend Family Institute providers are in-network with, and the providers have determined I am eligible for billable psychological services, I have the following options (for the billable portion of my reunification therapy services):

P1:  P2:  Bill my insurance using an approved diagnostic code at the fees listed above

P1:  P2:  Pay the fee listed above in full

**Out-of-network Insurance:** If I have insurance coverage with a company that Ascend Family Institute providers are out-of-network with, and the providers have determined I am eligible for billable psychological services, I have the following options (for the billable portion of my reunification therapy services):

P1:  P2:  Bill my insurance using an approved diagnostic code (in which case I could be responsible for the difference between what my insurance covers and the *full* amount listed above, regardless of what the allowed amount would be for an in-network provider)

P1:  P2:  Decide not to use my insurance and pay the fee listed above in full

**No insurance coverage:** If I do not have insurance coverage, I have the following option:

P1:  P2:  Pay the fee listed above in full

**Not eligible for psychological services billable to insurance:** If I do not have insurance coverage, I have the following option:

P1:  P2:  Pay the fee listed above in full

#### **4. Deposit:**

An initial deposit of \$3,500.00 is required to begin the process. We can take cash, check, Visa, MasterCard, Discover, or American Express. This amount may be shared by the parents, or not, in accordance with their financial agreements or Orders. \$3,500.00 payment should be made to Ascend Family Institute, LLC. Please note there is a \$20 fee for all returned checks.

The first \$250 of this deposit is used to pay the initial case set-up fee of \$250. This is used to cover the initial administrative costs Ascend incurs to set up a new reunification case. Then, \$500 of the deposit is held in reserve to be used toward the final report once services are completed. If a final report is not needed, or does not cost the full \$500 to produce, the remaining balance will be refunded back to the family according to the same payment arrangements used to pay the initial deposit (ex. if one parent paid the full deposit, that parent will receive the refund; if parents paid according to a percentage, the refund will be according to the same percentage).

The remaining funds in this deposit will be held in reserve to secure any fees that are not covered by insurance, if insurance is being billed. These fees include the cost of sessions, plus the following, at \$175.00 per hour, in increments of 1 minute (\$2.92 per minute):

- a. All phone calls related to this case.
- b. Reading and reviewing files, correspondence and other documents.
- c. Drafting memos, correspondence, and reports.
- d. Consultations between the two providers (if applicable).
- e. Consultations with other professionals.

The services listed above are not services that insurance companies cover. They are not considered medical services, so they are uncovered expenses and are not eligible for insurance coverage. They are not medical or therapeutic in nature. However, they are services that are necessary to have in tandem with the therapeutic reunification efforts and, for continuity of care, must be provided by the same team of staff and providers working with the family therapeutically. This does not constitute a dual relationship; rather it is necessary for continuity of care.

Please note: Ascend does NOT charge to the deposit services that would be expected to be covered under the normal reimbursement from your insurance company. These services that are not billed include requirements we would complete for any therapy client regardless of their payment method, including but not limited to completing a diagnostic assessment, treatment plan, progress notes, and discharge summary for each file, responding to one-sentence scheduling emails, filling out forms for disability or other services, etc. The services that are billed to the deposit are those for which there is not a billable code and for which insurance does not reimburse.

**5. Billing and Payments:**

Please initial the option below that accurately describes each parent’s obligation for payment of the reunification fees. In any scenario, if eligible, both parents may provide insurance information in an effort to have insurance help cover the costs of the reunification services.

Parent 1 (without current contact): \_\_\_\_\_

Parent 2 (with current contact): \_\_\_\_\_

\_\_\_\_\_ PARENT 1 will pay 100% of all reunification costs, including all sessions and communication with either parent and sessions with the children WITH THE EXCEPTION OF ANY NO-SHOW OR LATE CANCEL FEES INCURRED FOR THE CHILDREN, WHICH PARENT 2 IS RESPONSIBLE FOR.

\_\_\_\_\_ PARENT 2 will pay 100% of all reunification costs, including all sessions and communication with either parent and sessions with the children.

\_\_\_\_\_ The parents will equally divide the costs of reunification services WITH THE EXCEPTION OF ANY NO-SHOW OR LATE CANCEL FEES INCURRED FOR THE CHILDREN, WHICH PARENT 2 IS RESPONSIBLE FOR.

\_\_\_\_\_ The parents will split the cost of reunification services according to the following percentages WITH THE EXCEPTION OF ANY NO-SHOW OR LATE CANCEL FEES INCURRED FOR THE CHILDREN, WHICH PARENT 2 IS RESPONSIBLE FOR:

PARENT 1: \_\_\_\_\_%

PARENT 2: \_\_\_\_\_%

NOTES:

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NOTE: The reunification services providers reserve the right to assign charges to one party or another despite the agreement listed above if the reunification team deems it appropriate. For example, an email exchange or phone call may be billed to one parent exclusively regardless of the financial agreements listed above if that phone call or email is considered unnecessary or counter-productive to the process.

It is your responsibility to pay any additional balance within 30 days of receiving your bill. If your balance remains unpaid and you have not contacted Ascend to set up an agreed-upon payment plan with a credit card on file, Ascend reserves the right to send your account to collections after a bill remains unpaid for 60 days or longer.

**I give permission for Ascend to utilize a collections agency to secure payment of my balance and share the necessary information with that agency if I have a bill that has been outstanding for more than 60 days.**

#### **CREDIT CARD AUTHORIZATION**

I understand I am welcome to pay for my services in cash or check, or use my Visa, MasterCard or Discover debit or credit card. I understand Ascend follows the Payment Card Industry Data Security Standard (PCI DSS) set of requirements designed to ensure that all companies that

process, store, or transmit credit card information maintain a secure environment for financial data.

P1: \_\_\_\_ P2: \_\_\_\_ I am choosing to authorize Ascend Family Institute to store my credit card information within their electronic record keeping system (maintained by Valant Medical Solutions) using Complete Merchant Solutions, LLC's (CMS) file vault, for which CMS and Deutsche Bank AG are the Guaranteed Parties.

Please choose one or more of the following options:

P1: \_\_\_\_ P2: \_\_\_\_ Recurrent Authorization: Please automatically charge my copays when I have a session on the date of service.

P1: \_\_\_\_ P2: \_\_\_\_ Recurrent Authorization: Please charge my card for my sessions as they occur (and process to insurance, if applicable) and any other fees that I incur.

P1: \_\_\_\_ P2: \_\_\_\_ Recurrent Authorization: Please charge my card to replenish my portion of the deposit in accordance with Section 9 of this agreement.

P1: \_\_\_\_ P2: \_\_\_\_ Recurrent Authorization: Please charge my card on the 15<sup>th</sup> day of each month for my entire balance.

*I understand that if I fail to make payments owed for attended sessions, if I do not attend a scheduled session, or if I cancel a session less than 24 hours from the start time of the session, and do not make the required payment(s) within 7 business days, Ascend Family Institute, LLC has my permission to charge the card listed above according to the Cancellation Policy/No-Show Policy below. I understand that if I am having difficulty paying I can speak with my therapist about alternative arrangements.*

**6. Unpaid Fees:** If your account has not been paid for more than 60 days, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

**7. Insurance Reimbursement:**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy and a diagnostic code that these services can help address, it will often provide some coverage for mental health treatment. However, policies vary widely in regard to coverage for this type of family reunification services. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company)**

**are responsible for full payment of our fees.** It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

**8. Missed Appointments: Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

Charges for missed appointments or late cancellations will be paid by the parent missing/canceling the appointment, if the fees are shared between the parents. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.

**You may call 763.244.4900 to make any necessary changes to your appointments times and schedule.**

**No Show Policy:** Should a client have three no show/no cancellation occurrences, the client will no longer be allowed to schedule future appointments. However, should the client desire to continue therapeutic services, the client may call in the morning he or she wishes to have an appointment and request a same-day appointment. If the clinician has availability in his/her schedule, the client will be given the opportunity to obtain the appointment slot.

**You may call 763.244.4900 to make any necessary changes to your appointments times and schedule.**

**9. Replenishing the Deposit/Deposit:** Clients are each responsible for replenishing their share of the deposit when it has been reduced to \$350.00 (two hours remaining). NOTE: The \$500 held in reserve for the final report does not count toward this total. Therefore, the actual amount in reserve is \$850.00 when the replenishment is due. The new deposit shall be in the same amount as was originally made, unless other arrangements are made.

**10. Release of Reports and Summaries:** Frequently, one or both of the parents, or the court, requests a report or summary of the family's progress in reunification services. Be aware that

any such summary will need to include information about all participants in this process. By signing this agreement, you give consent for the other participants in reunification services to receive this information about your participation. Written reports and summaries, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or summary. Either parent may request a written summary or report at any time and that parent will be responsible for the cost of preparation.

**11. Photocopying:** I understand that any documents copied by Ascend Family Institute may be charged to the party requesting them at \$.50 per page.

**12. Suspension of Services:** The reunification providers reserve the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

**13. Limits on Confidentiality:** Federal and state law, as well as ethical codes protect the privacy and confidentiality of both your identity as our client and the information you share with us. You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

In reunification services, the identified client (from a therapeutic standpoint) is the entire family, **so it may be necessary to the process for the providers to share information between family members. By signing this agreement, you give consent for the providers to do so. You are giving permission by signing this document for the reunification staff to share information from your sessions with other family members when the sharing of the information is necessary for moving the process forward or explaining therapeutic decisions.**

**I authorize information from my sessions and interactions with Ascend, including my billing information, to be shared, at the discretion of the Ascend providers and staff, with the following family members and/or professionals:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Under the rules governing mental health professionals in Minnesota, a provider or counselor, and employees and professional associates of the provider, must not disclose any private information that the provider, employee, or associate may have acquired in rendering services except as follows:

- When state law mandates the report of suspected abuse or neglect of a child or vulnerable adult or prenatal exposure to drugs and alcohol.
- When failure to disclose the information presents a clear, present, and imminent danger to the health or safety of any individual (including but not limited to threat of suicide or homicide).
- When records are subpoenaed by the courts or other regulatory agencies, including the following:
  - When the person, employee, or associate is a defendant in a civil, criminal, or disciplinary action arising from the reunification services. If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
  - When the patient is a defendant in a criminal proceeding and the use of the privilege would violate the defendant's right to a compulsory process or the right to present testimony and witnesses in that person's behalf.
  - If a government agency, pursuant to their lawful authority, is requesting the information for health oversight activities, we may be required to provide it for them. Also, if a client identifies a health professional and discloses that the health professional has violated his or her ethical code when treating a client/patient, including but not limited to initiating sexual contact with a client/patient throughout the term of treatment or within two years of the termination of treatment, the appropriate board must be notified.
  - If a client files a workers' compensation claim, we must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include that client's employer, the insurer or the Department of Labor and Industry.

If you are involved in a court proceeding and a request is made for information concerning the professional services we provided for you, such information is protected by the privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order Ascend to disclose information.

**I understand the provider is required to participate in legal proceedings when court-ordered, and I understand the provider's fee for involvement in legal proceedings.**

- When a client is a minor, parents have access to records. Minor clients can request, in writing, that particular information not be disclosed to parents. Such a request should

be discussed with the provider. As a general rule, all minor clients under the age of eighteen (except when the minor is married or has born a child) must have the consent of their parents or guardians to receive on-going therapeutic services. Parents who share joint legal custody BOTH need to consent for ongoing mental health services for their child(ren). **I understand that when a client is a minor, parents have access to records and that the provider can withhold records anytime that harm could come from records being released.**

- When the provider presents the case in consultation with other professionals, supervisors, or consultants, who are bound by the legal framework of privacy and confidentiality, for professional development and guidance purposes. Similarly, we may use examples from your case, without revealing personal details that could identify you, when training other students and providers. **I give permission to this provider to present my case in consultation with other professionals, supervisors, or consultants, who are bound by the legal framework of privacy and confidentiality, for professional development and guidance purposes and to use examples from my case that would not identify me when training other students and professionals in the field of mental health.** It is assumed that your provider may consult with other providers who work for Ascend Family Institute, LLC, whether or not those other providers are also working on your case, to get feedback about how to best provide your care. Also, if your provider is unlicensed as a mental health professional in the state of Minnesota, he or she is under supervision, inside and/or outside Ascend Family Institute, and will receive feedback about your care from his/her supervisors.

Unlicensed staff fill in name(s) and contact information for current supervisor(s) here:

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- Client authorizes this provider (Ascend Family Institute LLC) to release any information necessary to process insurance claims. By doing so the client authorizes payment of medical benefits to this provider (Ascend Family Institute LLC) for mental health services. Ascend Family Institute LLC cannot guarantee confidentiality of records held by insurance companies. You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested

information to your carrier. **I give permission to this provider to release any information necessary to process insurance claims, as well as comply with any audits and/or quality reviews.**

- All other private information must be disclosed only with the informed consent of the client. When a patient agrees to a waiver of the privilege accorded by this section, and in circumstances where more than one person in a family is receiving reunification services, each such family member agrees to the waiver. Absent a waiver from each family member, a marital and family provider cannot disclose information received by a family member.

**14. Electronic Health Records Disclosure:** Ascend keeps and stores records for each client in a record-keeping system produced and maintained by Valant Medical Solutions. Ascend uses Navicure as a claims clearing house to store, process, and transmit claims to 3<sup>rd</sup> party payers. In addition, Ascend uses Microsoft Office 365 as an email server and for document storage (documents and emails stored on Microsoft Office 365 are accessed via the Internet and via laptops owned by Ascend or by staff members of Ascend), as well as communication between providers. Our VoIP phone services and electronic fax services are provided through Intermedia Net, Inc. These systems are all “cloud-based,” meaning the records are stored on servers which are connected to the Internet. Here are the ways in which the security of these records is maintained:

- Ascend has entered into a HIPAA Business Associate Agreements with Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc. Because of this agreement, Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc. are all obligated by federal law to protect these records from unauthorized use or disclosure. Other professionals who have access to Protected Health Information, or PHI (collections agency, accountant, etc.) have also entered into a business associate agreement with Ascend.
- The computers on which these records are stored are kept in secure data centers, where various physical security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc. employ various technical security measures to maintain the protection of these records from unauthorized use or disclosure.
- Ascend has its own security measures for protecting the devices that we use to access these records:
  - On computers, we employ firewalls, antivirus software, passwords, and full disk encryption through File Vault (Apple) or BitLocker (Windows) to protect the computer from unauthorized access and thus to protect the records from unauthorized access.
  - When providers access the records via the Internet from a personal computer or other electronic device that does not have the above precautions, such as full disk encryption, Ascend’s policies prohibit staff from downloading any

documents onto their personal computer from the online records keepings system.

- As a general rule, Ascend does not allow staff to access electronic medical records via mobile devices. When mobile devices are used, we use passwords, remote tracking, and remote wipe to maintain the security of the device and prevent unauthorized persons from using it to access my records.
- Other devices that contain PHI, such as thumb drives, are stored inside a locked punch button key box that requires a staff member to enter a digital code to open.
- Because our documents and records are all stored electronically in cloud-based programs, we do not back-up data to any physical servers or external hard drives. The backed-up data is stored in a manner consistent with our business associate agreement with Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc.

Here are things to keep in mind about Ascend's record-keeping system:

- While our record-keeping company and Ascend both use security measures to protect these records, their security cannot be guaranteed.
- Some workforce members at Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc., such as engineers or administrators, may have the ability to access these records for the purpose of maintaining the system itself. As a HIPAA Business Associate, Valant Medical Solutions, Inc., Navicure, Microsoft, and Intermedia Net, Inc. is obligated by law to train their staff on the proper maintenance of confidential records and to prevent misuse or unauthorized disclosure of these records. This protection cannot be guaranteed, however.
- Valant Medical Solutions, Navicure, and Microsoft, keep a log of Ascend's transactions with the system for various purposes, including maintaining the integrity of the records and allowing for security audits. These transactions are kept for an indefinite period of time by Valant Medical Solutions, Inc. (they have yet to archive but would likely keep records for 7 years if they did according to communication between Ascend and Valant in 2015), for 6 years by Navicure (2 years in a format accessible to clients), and 5 years by Microsoft.

I understand Ascend Family Institute stores my health record electronically in compliance with various state and federal laws and that I can opt out of having my record stored electronically but that doing so may prevent me from being able to use my health insurance to pay for services. I understand my electronic health record will contain a patient portal and that I should use that (or my provider's private voicemail) as a primary means of communicating with my provider if necessary outside of session.

Lastly, at times, Ascend may need to store paper records that are part of your medical record or otherwise associated with your medical file that contain your PHI. In these situations, Ascend has file cabinets that are locked to store these kinds of paper records. The keys to these filing

cabinets are stored inside a locked punch button key box that requires a staff member to enter a digital code to open.

Ascend maintains records for 10 years past the final date of service for adults and 10 years past the 18<sup>th</sup> birthday for minors.

**15. Communications Policy:** I understand that, in most circumstances, Ascend upholds the following communication expectations and commitments:

- Administrative staff are available during most business hours to handle scheduling and billing questions as well as general questions about services provided. The best way to get such questions answered is to call the main number at 763.244.4900. We request that you channel administrative questions to administrative staff rather to your provider.
- For confidential questions, each provider has a voicemail box that can be reached by calling 763.244.4900. Providers try to get back to those who leave messages within 48 hours. However, most of our providers are part time and may not receive messages for a few days. Please feel free to contact the main number and speak to administrative staff if you have left a message and not received a response.
- I understand my electronic health record will contain a patient portal and that I should use that (or my provider's private voicemail) as a primary means of communicating with my provider if necessary outside of session. Therapeutic exchanges are preferably handled via the secure client portal in Valant and cannot be handled outside of that via any electronic means without the consent below being completed. Due to time constraints, providers may not respond to any messages throughout the week that are not critical in nature and may respond to your concerns during your next scheduled session.
- In a crisis or emergency, appropriate communication methods will be utilized to promote safety in a way that poses the least amount of risk to client confidentiality.

**16. Consent for Transmission of Protected Health Information by a Non-Secure Means:**

I understand that Ascend's electronic health record, Valant, includes a patient portal where I can download copies of relevant forms and communicate back and forth with my provider in a secure environment. I also understand that it is Ascend's preference that I use this feature to communicate with my provider, especially when I am sharing highly-sensitive or private clinical information about myself.

I understand that if I deem it useful during the course of treatment to communicate by email, text message (e.g. "SMS") or other electronic methods of communication, I need to be informed that these methods, in their typical form, are not confidential means of communication. If I use these methods to communicate with Ascend, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People in my home or other environments who can access my phone, computer, or other devices that I use to read and write messages
- My employer, if I use my work email to communicate with Ascend
- Third parties on the Internet such as server administrators and others who monitor Internet traffic

I consent to allow Ascend to use unsecured email and mobile phone text messaging to transmit to me the following protected health information:

P1:  P2:  Information related to the scheduling of meetings or other appointments

P1:  P2:  Information related to billing and payment

P1:  P2:  Completed forms, including forms that may contain sensitive, confidential information

P1:  P2:  Information of a therapeutic or clinical nature, including discussion of personal material relevant to my treatment

P1:  P2:  My health record, in part or in whole, or summaries of material from my health record

P1:  P2:  Other information. Describe: \_\_\_\_\_

P1:  P2:  All of the above

BY THE FOLLOWING NON-SECURE MEDIA:

P1:  P2:  Unsecured email.

P1:  P2:  SMS text message (i.e. traditional text messaging) or other type of “text message.”

P1:  P2:  I have been informed of the risks, including but not limited to my confidentiality in treatment, of transmitting my protected health information by unsecured means. I understand that complete security of unencrypted email cannot be guaranteed. I understand and accept these risks, including but not limited to the possibility the email could be intercepted, the ability for an employer to save and read emails on a company server, the possibility of others logging in an email account and viewing the content, information that was deleted being saved in a computer’s operating system, typos leading to messages being sent to unintended recipients, and/or email being used a means of spreading computer viruses. I understand that I am not required to sign this agreement in order to receive treatment. I also understand that I may terminate this authorization at any time. I also understand that Ascend Family Institute has secure messaging available via my patient portal in Valant, their electronic medical record software. Even still, I authorize Ascend Family Institute, LLC communicate with me via unsecured email and SMS text messaging as described above for the purposes described above (scheduling, billing, sending forms or records, communicating about clinical information). I also understand that I incur the risk involved in transmitting clinical information through non-secure electronic means and that this authorization will terminate 60 days after I have been discharged from care by Ascend Family Institute. I understand this authorization to communicate by nonsecure means stays in effect until I cancel it in writing. **I also understand email is not an appropriate means of communicating about any emergency information and**

**that Ascend's phone (763.244.4900), crisis connection, crisis hotlines, and 911 should be used instead depending on the level of emergency.**

The email address I would like to use for nonsecure communication with Ascend Family Institute, LLC is P1: \_\_\_\_\_ P2: \_\_\_\_\_

**I understand it is my responsibility to update this email address with Ascend Family Institute if I would prefer an alternate address be used to communicate with me electronically.**

**I understand that email correspondence to and from Ascend Family Institute, LLC becomes a part of my permanent medical record.**

**17. Access to Records:** The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Unless your provider believes viewing your record could be harmful to you or another person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

### **18. Commitments**

1. Non-disparagement: Parties agree that exposing child(ren) directly or indirectly, intentionally or unintentionally to any word, gesture or material that disparages any among her caregivers in any manner is tantamount to abuse. As such, parties commit to protect child(ren) from all such acts by any person, including extended family and significant others.

2. Involvement of additional family members: All family members included in the process, including step-parents, significant others of either parent, half siblings, step siblings, grandparents, and any other individuals will cooperate in the process, follow all polices, and comply with all requests to implement Ascend Family Institute, LLC's services. **All individuals important to the child(ren) and/or impactful to the process will be included.** The parties will sign releases for any additional family members involved in the reunification process.

3. Support of the treatment goal: Parties further commit to support child(ren) toward this treatment goal in both word and deed, recognizing that the process serves child(ren)'s needs even if it is contrary to child(ren)'s stated wishes and, as such, is likely to be emotionally demanding on all involved. **To this end, parents commit that these services will supersede all conflicting activities, including but not limited to school participation if evening appointments are not always available.**

4. Support of the child(ren)'s therapist: It is important that all involved agree to present the child(ren) therapist as the child(ren)'s helper working in conjunction with the other adults in their lives (e.g., individual therapists, pediatrician, teacher, coaches) and with the parents to improve the quality of the family relationships. Both parents commit to make the child(ren)'s time here both a priority and comfortable for them.

**19. Contact Information and Changes to personal information:** It is your responsibility to inform Ascend as soon as possible regarding any changes to your personal or contact information that would affect our ability to contact you, secure payment from you, or bill your correct insurance.

**Ascend Family Institute, LLC may leave information on my voicemail or answering machine at these numbers:**

Parent 1:

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Please share:  Scheduling information  Medical information  Billing Information

Parent 2:

Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Please share:  Scheduling information  Medical information  Billing Information

**20. Audio/Video Recording:** To protect the privacy of all clients in the office, absolutely no audio or video recording by clients is allowed, whether overt or in secret, on any device, including a smart phone. If Ascend Family Institute, LLC video or audio records in the office, the client is informed first.

**21. Minors and Parents:** Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in reunification services is often crucial to successful progress, particularly with teenagers, and is sometimes closely linked with the success of the reunification process, we will work closely with parents and their children to agree upon and establish boundaries that respect the privacy needs of the child. This may entail making separate and specific agreements about parents' access to their children's records. Any agreement we would make would maintain the providers' right to immediately inform parents if we feel that the child is in danger or is a danger to someone else. Many times, a Safe Harbor Agreement is used to protect child confidentiality in high-conflict cases. **By signing this agreement, you agree to defer to the provider working with your child(ren) as to what information will be shared with you and what information would be detrimental to the process or harmful to your child(ren) if it were shared. By signing this agreement, you also**

**waive your right to receive a copy of your child's medical record. The record of reunification services will remain private to the child.**

**22. Permission for Follow-up:** After a family has met the agreed upon goals, reunification services will be terminated. By signing this agreement, each family member gives Ascend Family Institute, LLC permission to contact him or her after reunification services have terminated to receive feedback from the family about the process that may be helpful in refining the process used with future families and training other students and professionals about how to do reunification services.

**23. Litigation:** Acknowledging that efforts to intervene in a child's or children's best interests with highly conflicted, litigating parties can leave at least one party aggrieved, by agreeing to participate in this service you agree that any such concerns will be addressed directly to my attention in writing in the first instance. Should any such concern thereafter result in legal action, administrative hearing or review of any kind, the party raising the concern accepts full and complete responsibility for my costs inherent in any such processes, including but not limited to attorney's fees and time lost in preparation and appearance unless and until the hearing officer or judge rules to the contrary.

**24. Getting Started:** Parents have the option of requesting introductory sessions with us before contracting for services. These introductory sessions are billed at our regular hourly rates reflected earlier in this document for each provider in attendance, and allow the parents to meet us and to ask any questions they may have about the process.

Once it is agreed upon that we will be working with your family as reunification providers, this agreement must be signed. The parties make an initial deposit of \$3,500, which will secure our beginning work together. The initial deposit, the signed agreement, and a copy of any court orders requiring reunification process must be received prior to scheduling or holding any additional appointments.

### **CONSENT FOR SERVICES**

P1: \_\_\_\_ P2: \_\_\_\_ I have received and understand the Notice of Privacy Policy regarding my privacy rights per federal HIPAA laws.

P1: \_\_\_\_ P2: \_\_\_\_ I have received and understand the Minnesota Client Bill of Rights.

P1: \_\_\_\_ P2: \_\_\_\_ Consent for Services: With enough knowledge, and without being forced, I enter into reunification services with Ascend Family Institute, LLC. I will keep my provider fully up to date about any changes in my feelings, thoughts, and behaviors. When difficulties arise I will let my provider know so that we can address them in an honest and direct manor. I understand the basic goals and methods of reunification services and that my provider may use different methods of helping me and my family and/or minor child based on the unique factors associated with the presented needs. I have no important questions or concerns that the provider has not discussed with me. I understand that reaching the agreed upon therapeutic goal(s) is not guaranteed and that reunification services has varying levels of effectiveness for

different individuals. I also understand that my therapeutic goal(s) may evolve and change based on new insights and/or changes to my life situation.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS IN ENTIRETY AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT INCLUDES THE HIPAA NOTICE FORM AND THE PATIENT BILL OF RIGHTS. YOUR SIGNATURE ALSO INDICATES YOUR BELIEF THAT YOU UNDERSTAND THE SERVICES BEING PROVIDED AND HAVE NO IMPORTANT QUESTIONS THAT HAVE NOT BEEN SUFFICIENTLY ADDRESSED BY THE PROVIDER(S).

**ACCEPTANCE AND SIGNATURES**

**PARENT 1 SIGNATURE**

I have received and read a copy of the Reunification Services Agreement, and I have addressed any questions I have about the process or payment. I agree to proceed with reunification services at Ascend Family Institute, LLC and consent to the participation my children named here:

\_\_\_\_\_ in this reunification process as well.

I agree to pay Ascend Family Institute \$\_\_\_\_\_ of the \$3,500 initial deposit.

Parent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Parent Name: \_\_\_\_\_

**PARENT 2 SIGNATURE**

I have received and read a copy of the Reunification Services Agreement, and I have addressed any questions I have about the process or payment. I agree to proceed with reunification services at Ascend Family Institute, LLC and consent to the participation my children named here:

\_\_\_\_\_ in this reunification process as well.

I agree to pay Ascend Family Institute \$\_\_\_\_\_ of the \$3,500 initial deposit.

Parent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Parent Name: \_\_\_\_\_