



LAKE COUNTRY ASSOCIATES, INC.

515 Bridge Street East, Park Rapids, MN 56470 ph: 218-366-9229

1426 Bemidji Ave NW, Ste 1 Bemidji, MN 56601 ph: 218-444-2233

11 Main Street East Menahga, MN 56164 ph: 218-564-9229

Fax: 218-237-2520

Date: _____

Child's Name: _____ Age: _____ Date of Birth: _____ Sex: Male Female

Your name and relationship to child: _____

Who has current legal guardianship of child: _____

Race: White Black/African American Asian Hispanic/Latino
 Native Hawaiian/Pacific Islander Alaskan/Native American Tribe: _____

Cell #: _____ Home #: _____ Work #: _____

Physical Address: _____ Mailing Address: _____

City: _____ State: _____ Zip: _____ County of Residence: _____

Who referred this child to Lake Country Associates? _____

Does a copy of your assessment need to be forwarded to someone outside of this office? Yes No If yes, please tell us:

Who: _____ Office: _____

Child currently Lives:

at home with family (Names of Parents): _____

at a relative's home (Name and Relationship of custodial adults in this home): _____

in a foster home (Name of foster parents): _____

at a group home or residential facility (Name of Facility): _____

other (please explain): _____

Length of time child has been at current placement? _____

People residing in the same household with child:

Name	Age	Occupation	Relationship to child

Health Current physician: _____ Location: _____

When was your child's last physical examination? _____ Results: _____

Is your child allergic to any drugs? Yes No If yes, please list: _____

School Current School/Childcare: _____ Grade: _____

School Contact: _____

In case of emergency, who may we contact?*

Name _____ Relationship to Child _____ Phone Number _____
Initial: _____ *I authorize Lake Country Associates, Inc. to release necessary information to my emergency contact in the event of emergency.

Lake Country Associates, Inc.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information (“PHI”). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law and the *NASW Code of Ethics*. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment. Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors, clinical business associates, or other treatment team members. We may disclose PHI to any other consultant only with your authorization. We may also contact you to remind you of your appointments or to provide information to you about treatment alternatives or other health-related benefits and services that may be of interest to you.

For Payment. We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

Required by Law. Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Without Authorization. Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. As a social worker licensed in this state and as a member of the National Association of Social Workers, it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the *NASW Code of Ethics* and HIPAA.

- **Child Abuse or Neglect.** We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.
- **Judicial and Administrative Proceedings.** We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

- **Deceased Patients.** We may disclose PHI regarding deceased patients as mandated by state law. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate.
- **Medical Emergencies.** We may use or disclose your protected health information in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.
- **Family Involvement in Care.** We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.
- **Health Oversight.** If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.
- **Law Enforcement.** We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.
- **Specialized Government Functions.** We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.
- **Public Health.** If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.
- **Public Safety.** We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.
- **Research.** PHI may only be disclosed after a special approval process.

Verbal Permission. We may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization. Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to our Privacy Officer at Lake Country Associates, Inc., P.O. Box 806, 515 Bridge Street East, Park Rapids, MN 56470 Telephone: 218-366-9229.

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a "designated record set". A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI.
- **Right to Amend.** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact the Privacy Officer if you have any questions.

- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.
- **Breach Notification.** If there is a breach of unsecured protected health information concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with our Privacy Officer at 218-366-9229, or with the MN Department of Human Services, Attn: Privacy Official, PO Box 64998, St. Paul, MN 55164-0998, or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. **We will not retaliate against you for filing a complaint.**

Additional Client Rights

Quality treatment:

You have the right to be treated in a professional, respectful manner. You have the right to expect quality and effective treatment.

Equal Access:

Lake Country Associates, Inc, provides equal access to employment, programs, and services without regard to race, color, creed, religion, age, gender, disability, marital status, sexual orientation, HIV status, public assistance, criminal record or national origin.

Minor Rights:

If you are a minor, you have a legal right to request that information about you not be shared with your parents. You will need to make this request in writing, state your reasons for withholding this information, and show that you understand the consequences of doing so. In a few cases we can withhold this information without your formal request. Feel free to discuss this with your therapist.

Treatment Planning and Goals:

You have the right and responsibility to participate in helping determine your treatment plan and reaching your goals. If you feel you have not been allowed to help in this process, or that a change in counselors might be helpful to you, please advise your counselor or contact the Clinic Director.

Supplying Information:

You have the right to refuse to supply the information we request. However, without certain information, we may not be able to provide you the services you request. If you feel certain information that we request is an unwarranted invasion of privacy, please ask us for clarification.

Staff Rights:

Staff have the right:

- To preserve their personal life and to receive respect for their personal privacy;
- To courtesy and freedom from verbal abuse, harassment and threats;
- To your full cooperation and participation in the therapy process;
- To your reliability and promptness in keeping appointments;
- To 24 hour notice when you must cancel an appointment;
- To terminate treatment or recommend a transfer if reasonable progress is not being made.

**The effective date of this Notice is April 1, 2010.
Revised August 16, 2012.**



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Notice of Privacy Practices Receipt and Acknowledgment of Notice

Client Name: _____

Date of birth: _____

I hereby acknowledge that I have received and have been given an opportunity to read a copy of Lake Country Associates' Notice of Privacy Practices. I understand that if I have any questions regarding the Notice or my privacy rights, I can contact Jean Greseth, MSW, LICSW at 218-366-9229.

Client Signature

Date

Parent, Guardian or Personal Representative Signature*

Date

* If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).

Patient/Client Refuses to Acknowledge Receipt:

Signature of LCA staff

Date



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Informed Consent for Assessment and Treatment

NAME: _____

Date of Birth: _____

1. I understand that as a participant in mental health services at Lake Country Associates (LCA) I am eligible to receive a range of mental health services. The type and extent of services that I will receive will be determined following an initial assessment and thorough discussion with me. The goal of the assessment process is to determine the best course of treatment for me. Typically, treatment is provided over the course of several weeks.
2. I understand that all information shared with the clinicians at LCA is confidential and no information will be released without my consent. During the course of treatment at LCA, it may be necessary for my clinician, ARMHS Mental Health Practitioner or mental health provider to communicate with other LCA staff and clinical business associates of LCA. My authorization for the release of information within LCA acknowledges my awareness of this communication. The purpose of this communication is to provide for continuity of care, consult on diagnosis, treatment planning or recommendations and is always done with the goal of providing the best and most appropriate services for my needs. In all other circumstances, consent to release information is given through written authorization. Verbal consent for limited release of information may be necessary in special circumstances. I further understand that there are specific and limited exceptions to this confidentiality which include the following:
 - a. When there is risk of imminent danger to me or to another person; the clinician is ethically bound to take necessary steps to prevent such danger.
 - b. When there is suspicion that a child or elder is being sexually or physically abused or is at risk of such abuse, the clinician is legally required to take steps to protect the child or elder and to inform the proper authorities.
 - c. When a valid court order is issued for medical records, the clinician and the agency are bound by law to comply with such requests.
3. I understand that a range of mental health professionals and practitioners, some of whom may be in training, provide LCA services. All professionals-in -training are supervised by licensed staff. I will be informed if the professional I am seeing is receiving supervision and is in training.
4. I understand that while psychotherapy may provide significant benefits, it may also pose risks. Psychotherapy may elicit uncomfortable thoughts and feelings, or may lead to the recall of troubling memories.
5. The Counselor-Client relationship is unique in that it is exclusively therapeutic. In other words, it is almost always inappropriate for a client and a counselor to spend time together socially, to give each other gifts, or to attend functions together. The purpose of these boundaries is to ensure that you and your counselor are clear in understanding your roles for treatment and that your confidentiality is maintained.
6. If there is ever a time when I believe that I have been treated unfairly or disrespectfully, I can discuss the situation with my mental health provider. Any issues that might interfere with the counseling process should be identified and discussed as quickly as possible. This includes personal, family, administrative, financial and other issues.

7. Office Policies: Most counseling sessions last 45 - 50 minutes, but occasionally 20 - 30-minute sessions may be scheduled. We attempt to end each session promptly. Payment of co-pays or uncovered services is requested at the time of your appointment. We can accept cash or checks for your payment. If you must cancel an appointment, we ask that you call our office at least 24 hours in advance. A late cancel or no showed appointment may result in a no-show fee. Repeated No Shows or Late Cancels may also result in limited availability for you to reschedule future appointments.
8. Our telephone is answered 24 hours a day by a digital answering system. Throughout the day we check messages and whenever possible we try to return phone calls the same day. If we have not returned your call within 24 hours, please try again. If you leave a message after office hours the message will be checked the following morning. On Fridays after closing at 1:00pm, calls go to the answering machine and will be checked on Monday mornings. If you have an emergency after hours or on the weekend, please call 911 or go to your closest emergency room.
9. LCA has my permission to contact me using:

Text	YES	_____	_____	NO	_____
		initial	cell phone number		initial
Email	YES	_____	_____	NO	_____
		initial	email address		initial

If I have any questions regarding this consent form or about the services offered at Lake Country Associates, I may discuss them with my mental health provider. I have read and understand the above. I consent to participate in the evaluation and treatment offered to me by Lake Country Associates. It is understood that either of us may discontinue the evaluation and treatment at any time and that I am free to accept or reject the treatment provided.

Client or Legal Guardian Signature

Date

IF CLIENT IS A MINOR

In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

Signature of client's guardian

Date

Name of minor child: _____

Minor child's date of birth: _____

Relationship to minor child: _____



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Telehealth Informed Consent

I _____, consent to engaging in telehealth with Lake Country Associates, Inc. as a part of the therapy process. Telehealth involves the patient being at one site and the licensed provider being at another site providing services in the same manner as if the service was delivered in person. Telehealth sessions are not recorded, rather are in real time between the clinician and the patient. Network and software security protocols are in place to protect patient information and safeguard data that is exchanged. Telehealth services will comply with all applicable federal and state regulations, including, but not limited to confidentiality and privacy requirements. All policies and practices of Lake Country Associates, Inc. will apply to telehealth visits as they would face-to-face visits.

I understand I have the following with respect to telehealth:

- 1) I have the right to withhold or remove consent at any time without affecting my right to future care or treatment.
- 2) The laws that protect the confidentiality of my personal information also apply to telehealth. As such, I understand that the information released by me during the course of my sessions is generally confidential. There are both mandatory and permissive exceptions to confidentiality including, but not limited to, reporting child and vulnerable adult abuse, expressed imminent harm to oneself or others, or as a part of legal proceedings where information is requested by a court of law.
- 3) I understand that the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent.
- 4) I understand that there are risks and consequences from telehealth including but not limited to, the possibility, despite reasonable efforts on the part of Lake Country Associates, Inc. that the transmission of information could be delayed, disrupted and/or distorted by technical failures and/or the possibility of confidentiality breaches. The use of telehealth is still relatively new, so there may be risks not yet known to clinicians.
- 5) I understand that I am responsible for providing a safe and secure site, with electronic devices that can use the videoconferencing application. This must include audio and a camera.
- 5) I understand that telehealth services and care may not be as complete as in-person services. I understand that if my therapist believes I would be better served by other interventions, I will be referred to a mental health professional that can provide those services in my area. I also understand that there are potential risks and benefits associated with any form of mental health treatment, and that despite my efforts and efforts of my therapist, my condition may not improve, or may have the potential to get worse.
- 6) I agree that certain situations including emergencies and crises are inappropriate for telehealth or outpatient mental health services. If I am in crisis or in an emergency, I should immediately call 911 or go to the nearest hospital or crisis facility. I understand that emergency situations include but are not limited to thoughts about hurting or harming myself or others, having uncontrolled psychotic symptoms, if I am in a life threatening or situation, and/or if I am abusing drugs or alcohol and are not safe.

By signing below, I am indicating that I have read and understand the information provided to me on the use of telehealth services at Lake Country Associates, Inc. I have had the opportunity to discuss my concerns and my questions have been answered to my satisfaction. I understand that this is not a legal contract, but rather a treatment agreement. I give my consent for the use of telehealth in the course of my diagnosis and treatment.

Client Printed Name

Client or Legal Guardian Signature

Email Address

Date

Initial: _____ During this crisis situation, I consent to receiving services via telephone