

# 2026 Informed Consent, Notice of Privacy Practices, and Practice Policies (1)

RIVARA LLC

2025 Informed Consent, Notice of Privacy Practices, and Practice Policies

**Locations:**

St Joseph Location: 602 2nd Ave NE St Joseph MN 56374

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## Informed Consent for Psychotherapy

### Welcome

Thank you for choosing RIVARA LLC for your mental health care. This document provides important information about our professional services, your rights as a client, and our policies. Please read it carefully and discuss any questions with your clinician.

### General Information:

#### Mental Health Services

While it may not be easy to seek help from a mental health professional, it is hoped that you will be better able to understand your situation and feelings and move toward resolving your difficulties. The clinician you are working with, uses knowledge of human development and behavior, will make observations about situations as well as suggestions for new ways to approach them. It will be important for you to explore your own feelings and thoughts and to try new approaches in order for change to occur. You may bring other family members to a therapy session if you feel it would be helpful or if this is recommended by your clinician.

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

#### The Therapy Process

Therapy can help you better understand your situation and feelings, and learn new ways of coping. It is a collaborative process that may sometimes feel uncomfortable, as painful emotions and past experiences are explored. While no guarantees can be made about outcomes, your clinician will work with you to clarify your goals and support your growth. It is important to know that at times, it may seem as though symptoms worsen before they improve.

#### Voluntary Participation

Participation in therapy is voluntary. You may discontinue at any time without penalty. In early sessions, you and your clinician will decide if the therapeutic relationship is a good fit. If not, referrals can be provided. For minor clients with separated or divorced parents, legal documentation (custody orders, parenting agreements, Safe Harbor Agreements) may be required to clarify who may consent for services. A copy of a divorce decree or other legal documents (i.e., custody agreements, restraining orders) may be requested by your provider or administrative staff as it may pertain to your child's mental health care. Please notify your provider or administrative staff of any court orders or legal documentation which may affect whoever has the right to consent for services for your minor child.

#### Client Responsibilities

Clients are expected to attend sessions on time, ready to engage in therapy goals. Clients should not attend while under the influence of alcohol or mood-altering substances. Active participation is essential, including working on strategies outside of sessions.

#### Play Therapy, Touch, Motor Room, and Outdoor Play

For children, therapy may involve play-based approaches such as toys, art, games, and Theraplay®. Sessions may also include use of the **motor room** or **outdoor play areas** to support sensory regulation, motor development, and parent-child connection. These activities may include climbing, swinging, balancing, or other gross-motor movement intended to help children build body awareness, confidence, and co-regulation with their caregiver or therapist.

All activities in the motor room or outdoor space are supervised and adapted to meet each child's developmental and physical needs. Reasonable safety precautions are always taken, and clinicians are trained to assess each child's readiness for specific activities. Participation is voluntary, and you may withdraw consent for your child to use the motor room or outdoor play space at any time.

As with other forms of play therapy, **limited, developmentally appropriate physical touch** may occur (e.g., hand-over-hand guidance, high-five, side hug). Touch is never forced, always explained, and only used when clinically appropriate. If a child initiates inappropriate touch, the therapist will set a clear boundary and redirect behavior.

Clinicians follow professional, legal, and ethical guidelines to ensure that any touch or physical activity is safe, developmentally appropriate, and in the best interest of the child. Parents and caregivers may withdraw consent for touch-related, motor room, or outdoor play interventions at any time.

You may discuss any questions or concerns about **therapeutic play, motor room activities, touch, or outdoor play** at any time, and you may withdraw consent for these interventions if you choose.

### **Confidentiality**

Your privacy is protected by law and professional ethics. Information will not be shared without your written consent, except when required by law. Exceptions include threats of harm to self or others, suspected abuse or neglect of a child or vulnerable adult, court orders or subpoenas, Department of Human Services reporting requirements, or court-ordered services.

Your clinician may consult with other professionals to improve services. Identifiable information will not be disclosed in these consultations. If we see each other in public, your clinician will not acknowledge you unless you greet them first, to protect your confidentiality.

Your privacy is very important to us. Information you share in therapy will not be disclosed without your written permission, except as required by law. These exceptions include: if you are at risk of harming yourself or others; if there is suspected abuse or neglect of a child or vulnerable adult; if a court orders records; if you are receiving services under a court order; or if your treatment is funded in part by the Minnesota Department of Human Services (DHS), which requires limited reporting for accountability. If you or your child are receiving services from a program that is partially funded by the Minnesota Department of Human Services (DHS), RIVARA LLC will share necessary data with DHS for reporting purposes. You may decline participation in a DHS-funded program if you do not wish to have your data included in DHS reporting.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. This includes ongoing training, individual, and or group consultation services within our agency. We will always protect your information.

If we see each other outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

### **Treatment Planning**

You will be provided with a written treatment plan outlining therapy goals and objectives. This plan will be developed collaboratively, reviewed regularly, and updated as needed. You may request a copy at any time.

### **Recording & Supervision**

Sessions will not be audio- or video-recorded without your written consent. If your clinician is under supervision, you will be informed and given the supervisor's name. You may decline recording or observation without affecting your care.

### **Telehealth Services**

You may choose to receive services through telehealth, subject to insurance coverage and clinical appropriateness. You may withhold or withdraw consent at any time without penalty. All confidentiality protections apply. Technology limitations (such as internet interruptions or reduced ability to observe non-verbal cues) will be discussed. You may request in-person services if telehealth is not suitable.

### **Minors**

Minnesota law allows minors age 16 and older to consent to outpatient mental health services in certain situations without parental involvement. In such cases, records may be kept confidential unless disclosure is required by law or clinically necessary.

### **Client Bill of Rights**

1. You, the client, have the right to choose and know your professional's name and credentials. You, the client, have the right to expect that a clinician has met the minimum qualifications of education, training, and experience required by state law. You, the client, have the right to examine public records maintained by the governing board that contain the credentials of the clinician. Our clinicians will share their professional experience, credentials, and licensure status. If the clinician is not fully licensed or is a student intern they will disclose that they are currently under supervision and who their supervisor is.
2. You, the client, have the right to report complaints. It is preferred that you speak with your clinician about your concerns, however if you feel uncomfortable doing that you may file a complaint with the Minnesota Board of Marriage and Family Therapy, the Minnesota Board of Social Work, or to the Minnesota Board of Behavioral Health and Therapy. You may assert your rights without retaliation.
3. You, the client, have the right to be informed of the cost of professional services before receiving the services. As stated in this agreement or the billing/payment policy. It is expected that you check with your insurance company on your coverage as the insurance company can give you the most accurate information due to variations across insurance plans.
4. You, the client, have the right to privacy as defined and limited by rule and law. Your records and transactions with the professional are confidential unless release of these records is authorized in writing by the client, or other authorized by law. You, the client, have a right to be allowed access to records and written information from records as provided in Minnesota Statutes, section Minn. Stat. §§144.291–335.

5. You, the client, have the right to be free from being the object of unlawful discrimination while receiving services. You, the client, have the right to be free from exploitation for the benefit or advantage of a clinician.

#### Licensing Boards:

- Minnesota Board of Social Work: (612) 617-2100
- Minnesota Board of Marriage & Family Therapy: (612) 617-2220
- Minnesota Board of Behavioral Health & Therapy: (651) 201-2756

### **Practice Policies**

#### **Appointments & Cancellations**

Sessions are typically 45–50 minutes. Cancellations must be made at least 24 hours in advance. Late cancellations or no-shows may be billed at the full session rate. Arriving more than 15 minutes late may result in rescheduling.

#### **Fees, Insurance & Good Faith Estimate**

RIVARA LLC accepts most major insurance. It is your responsibility to verify benefits prior to the first session. Co-pays, deductibles, and co-insurance are due at the time of service. If you or your child has more than one insurance plan you may be required to complete a coordination of benefits form.

RIVARA LLC may release necessary information, including medical and billing information, to your referring provider, insurance company, contracted billing company, the responsible party identified above, and your immediate family members, when needed for coordination of care or payment.

Payment of medical benefits from your insurance company will be directed to RIVARA LLC for services provided to you and/or your dependents. You are responsible for notifying RIVARA LLC if your insurance changes or is no longer active.

If uninsured or self-pay, you have the right to a sliding fee scale and or a Good Faith Estimate of charges, under federal law. Payment is accepted by cash, check, or credit card. Unpaid balances beyond 90 days may be sent to collections, though treatment will not be denied solely for inability to pay.

**RIVARA LLC** accepts cash, check, or credit card payment. Please provide your credit card information in the portal or to the provider directly. This allows use as a backup if you forget your payment or are on a payment plan. Clients are asked to take financial responsibility for services provided. Signing this consent indicates your agreement that you are legally responsible and agree to pay to RIVARA LLC for all fees, charges and expenses incurred by the below Client or owed to RIVARA LLC in connection to any clinician providing care to Client.

If your insurance provider has paid their portion of your bill and there is an outstanding balance owed, RIVARA LLC, will notify you by email or US mail. An invoice will be emailed to you after your insurance portion has been determined. After 30 days if we do not receive a response from you or payment in full, at that time, any balance owed will be charged to your credit card. A copy of the charge will be emailed to you. After 45 days we will reach out to you to arrange a payment plan. Unpaid balances past 90 days can be sent to collections. This in no way compromises your ability to dispute a charge or question your insurance company's determination of payment.

This practice will not deny or discontinue mental health treatment to a patient solely due to their inability to pay and will actively work with patients to find alternative payment arrangements when necessary to ensure access to necessary care.

#### **Telephone Accessibility**

If you need to contact your clinician between sessions, you may leave a message on their voicemail. Clinicians are not always immediately available; however, they will make every effort to return your call within 48 hours. When you are out of town, ill, or need additional support, telehealth sessions may be available depending on insurance coverage. In the event of a true emergency, call 911 or go to the nearest emergency room.

#### **Electronic Communication & Telehealth**

Electronic communication such as email or text is not completely secure or confidential. RIVARA LLC uses these methods only for scheduling or rescheduling appointments. Therapy-related issues will not be addressed through electronic communication. Please do not use email or text for emergencies.

If you and your clinician use telehealth services, you may withhold or withdraw consent at any time without affecting your care. Confidentiality protections apply to telehealth as they do for in-person sessions. Your access to medical information from telehealth sessions is guaranteed, and copies are available upon request. No images or information from telehealth sessions will be shared without your consent.

Telehealth has benefits such as convenience, continuity of care, and reduced travel time. It also has risks, including technology problems or the clinician's limited ability to observe nonverbal or physical cues. Your clinician will work with you to determine when telehealth is appropriate.

#### **Illness**

If you or your clinician are ill, sessions may be rescheduled or changed to telehealth. To help keep everyone safe, please notify your clinician if you are feeling unwell so that an appropriate plan can be made. If you or your child show signs of illness during a session, the clinician may determine that the session should end early.

#### **Emergencies & Crisis Support**

If you experience a life-threatening emergency, call 911 or go to the nearest emergency room. Other crisis resources include the Crisis Line at 800-635-8008 and Poison Control at 800-222-1222.

### **Social Media & Online Reviews**

To protect your confidentiality and maintain clear therapeutic boundaries, your clinician will not accept friend or contact requests from current or former clients on personal social networking sites (e.g., Facebook, LinkedIn). Following or connecting with clients on personal platforms can compromise your privacy and blur the boundaries of the therapeutic relationship.

You are welcome to follow Ellison Center's professional social media accounts, which are used to share educational resources, announcements, and information about mental health and wellness.

You may also find RIVARA LLC listed on online business review sites such as Google, Yelp, or Healthgrades. These listings are created automatically by search engines and are not requests from us for testimonials, ratings, or endorsements.

Of course, you have a right to express yourself on any site you wish. However, due to confidentiality, RIVARA LLC clinicians cannot respond to reviews on these sites, whether positive or negative. Please remember that online reviews or comments are not confidential and may reveal information you wish to keep private.

If you use these sites to communicate indirectly about your experience in therapy, there is a good chance we may never see it. If we are working together, we encourage you to bring your feelings and reactions into the therapy process. Discussing them directly in session can be an important and valuable part of your care, even if you decide we are not the best fit. None of this is meant to prevent you from sharing that you are in therapy wherever and with whomever you choose.

### **Legal & Court Involvement**

If records or testimony are required by law or requested by you, regardless of who is responsible for compelling the production or testimony, you will be responsible for and shall pay the costs involved in producing the records and the hourly rate charged by the clinician at the time of the request or service of the subpoena (current rate is \$250/hour) for the time involved in traveling to and from the testimony location, preparing and reviewing records, preparing to testify, waiting at the location, and giving testimony. Court-related services are billed at \$250/hour (including preparation, travel, and testimony). Administrative tasks outside of standard therapy documentation may be billed at \$75–200/hour. A 72-hour notice is required for court reports or documentation requests. Such payments are to be made at the time or prior to the time the services are rendered by the clinician

### **Termination of Services**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another clinician, I will provide you with a list of qualified clinicians you can work with. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued. Services are not guaranteed to be resumed following discontinuation of services.

### **Acknowledgment**

By signing electronically, you acknowledge that you have received or been offered a copy of Ellison Center's HIPAA Notice of Privacy Practices. You understand your rights and responsibilities as a client, and you consent to treatment under the policies described above.

I agree that I have read, understood, and consent to the terms of this document.