

**AGREEMENT FOR PSYCHOTHERAPY SERVICES/**

**INFORMED CONSENT**

Client name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Welcome to Heart to Heart Child and Family Center for Counseling, LLC (hereafter “Heart to Heart”). It can take a lot of courage to enter into psychotherapy, particularly if you are unfamiliar with the process. This document is intended to help answer your practical questions, and we are more than happy to discuss any remaining concerns in person at your initial appointment.

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.

# CONSENT FOR SERVICES

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

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

\_\_\_\_\_ Consent for Services: With enough knowledge, and without being forced, I enter into psychotherapy with this provider. 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 psychotherapy 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 psychotherapy 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.

I am agreeing to participate in the following types of services, while acknowledging that the course of psychotherapy may change, and the participants may change, by agreement of all required parties.

\_\_\_\_\_\_\_ Individual Psychotherapy

\_\_\_\_\_\_\_ Couples Psychotherapy

\_\_\_\_\_\_\_ Family Psychotherapy

\_\_\_\_\_\_\_ Group Psychotherapy

I also am agreeing to participate in the following types of services, while acknowledging that the course of psychotherapy may change, and the participants may change, by agreement of all required parties.

\_\_\_\_\_\_\_ Telemental Health (video counseling via Doxy.me)\*

\_\_\_\_\_\_\_ Virtual Reality (VR) Psychotherapy Virtual Reality (VR) has similar risks that viewing television or playing video games do. **If client or client’s family has history of seizures, VR is not an appropriate treatment.**

**\*Telemental Health (video counseling via Doxy.me).** Telemental Health Counseling Services conducted via video while the Heart to Heart therapist is at Heart to Heart’s office and the client is not at Heart to Heart’s office, The first session and the intake session, must to done face-to-face at Heart to Heart prior to Telemental Health Video Counseling beginning. Heart to Heart cannot ensure confidentially from the client’s location, so it is the client’s responsibility for ensuring confidentiality at their residence. Doxy.me is a HIPAA protected, encrypted service and the session is removed when the counseling session ends. Telemental health is billed at the same rate as face-to-face sessions. Examples of when Telemental Health Counseling Services is appropriate may include: sick child at home, children off from school, parent consult, car troubles, and traveling out of town, etc.

**I also agree that the following individuals will be part of the psychotherapy process:**

\_\_\_\_\_\_\_ Undergraduate psychology interns who conduct no therapy resulting in no billing.

\_\_\_\_\_\_\_ Graduate psychology interns who have almost completed their master’s degree, are

Supervised, conduct and bill for all psychotherapy listed above.

\_\_\_\_\_\_\_ Pre-licensed therapists who have completed their master’s degree, are supervised, conduct

and bill for all psychotherapy listed above.

\_\_\_\_\_\_\_ Licensed therapists who are not required to be supervised, conduct and bill for all

listed above.

**Risks and Benefits:** I further understand that the initial symptoms or problems presented may initially become more intense because confronting important questions about who I am and who I want to be may at times cause internal conflict. I understand the psychotherapy requires an active investment of various resources (emotional, time, financial, and others) that may lead to uncomfortable feelings like sadness, anger, or frustration. On the other hand, I understand psychotherapy has also been shown to have many benefits. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. I understand there are no guarantees of what I as an individual and/or my family or minor child will achieve as outcomes.

**Alternatives:** I understand there are many viable alternatives to psychotherapy, such as, but not limited to, self-help books, support groups, medication and other medical interventions, and psychotherapy interventions other than what is offered at Heart to Heart Child and Family Center for Counseling and that I am welcome to discuss any options with my provider at any time.

**Couple and/or Family Psychotherapy:** I understand that couple and family psychotherapy can be beneficial in maintaining healthy family relationships that can positively impact the physical and mental health of individual family members. However, family psychotherapy can also pose unique challenges because more than one person is involved in the process. I agree to the following regarding couple and family psychotherapy:

* Information discussed is for therapeutic purposes and is not intended for legal purposes
* Signing this agreement means that I will not subpoena information from psychotherapy and try to use it later in legal proceedings
* Phone calls, texts, or emails between sessions should be used primarily for scheduling purposes only and not to communicate information to the therapist that I do not want other family members to know, unless that information is related to my safety.
* Sometimes in the course of couple of family psychotherapy, the provider will have sessions that do not include all family members. In such cases, the provider will not report back to other family members what was discussed without the permission of the family member who shared the information. However, anytime the provider believes that the couple or family cannot make progress toward their stated goals, he or she reserves the right to terminate psychotherapy. While the provider will not pass information between family members when specifically asked not to, if the unwillingness to engage in open communication will hinder goals, psychotherapy will not continue. Providers are not secret keepers in family systems.
* If a couple or family breaks up and a family member contacts the family provider for individual services, the family provider reserves the right to proceed according to his or her clinical judgment. Referrals for some family members may be provided when the provider anticipates a potential conflict of interest. The decision of which family member(s) continue in psychotherapy with the family provider is at the provider’s discretion.

There may be times when the provider appears to take someone’s side or be against someone else. The provider is on the side of the family or couple *relationship* and will do what he/she deems necessary to improve it.

**Group Psychotherapy:** I understand that if I participate in group psychotherapy, my identity may be disclosed to other group members, family members of other group members (ex. parent night in Trauma group), or facilitators of experiential activities (ex. guest yoga instructor). I understand that my attendance at such events will be taken as my consent to participate. I also understand I can leave at any time if I don’t feel comfortable. I also understand the provider will make every effort to let all other group participants, their family members, and other experiential facilitators know that the strictest confidentiality is expected of them but that Heart to Heart Child and Family Center for Counseling cannot guarantee the confidentiality of those individuals.

**Differentiation from Other Services:** Psychotherapy is a process by which concerns, symptoms, and behaviors are treated in the hopes of symptom reduction and increased overall functioning and satisfaction with life. Psychotherapy is not coaching (coaching is not reimbursable by insurance). Psychotherapy is also not a custody evaluation. When a custody evaluation is performed, it is an extensive process meant to provide recommendations related to parenting time outcomes for minor children. Because Heart to Heart does not conduct custody evaluations, our providers also do not make the recommendations that would typically ensue from one.

# PROFESSIONAL BOUNDARIES

I understand that psychotherapy is a professional relationship. Though my provider cares deeply about my life, the relationship is different from a friendship. This means I will not friends with my provider on social media or see my provider outside of sessions simply because the professional boundaries for mental health providers do not allow for it. In additional, I understand ethical boundaries prevent my provider from having both concurrent personal and professional relationships with me and/or my family members or from having a personal relationship with me following the termination of our work together in psychotherapy.

# TERMINATION OF SERVICES

I understand that I can terminate therapeutic services at any time. When doing so I agree to notify my provider and schedule a final session. I understand that if I miss three appointments in a row without informing my provider, he/she will begin the process of terminating my psychotherapy. If my provider believes there to be a conflict of interest, he or she may terminate services with me but will not do so without providing me with viable alternatives to seek treatment from another qualified professional.

If your provider leaves Heart to Heart, 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 Heart to Heart, we will set up an intake appointment with a new provider.
3. If you would like information about providers outside Heart to Heart (or no one at Heart to Heart 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 therapist is no longer able to see you because of incapacitation or death, Heart to Heart will work with you to find an alternative provider either within Heart to Heart or someone else if a better fit for you happens to be outside our agency.

# PSYCHOTHERAPY FEES (also applies to Telemental Health services).

|  |  |  |
| --- | --- | --- |
| **Services** | **Intern** | **Mental Health Professional/Practitioner** |
| 90791 Intake (60 min) | $100 | $200 |
| 90832 Individual/  Family Psychotherapy (30 min) | $40 | $85 |
| 90834 Individual/  Family Psychotherapy (45 min) | $55 | $110 |
| 90837 Individual/  Family Psychotherapy (60 min) | $80 | $160 |
| 90846, 90847 Family  Psychotherapy  (45-50 min) | $70 | $140 |
| 90853 Group psychotherapy session | $50 | $50 |
| 90853, S9480, H2019 DBT  Intensive Outpatient Group (90 minutes) | $165 | $165 |
| 90785 Interactive Complexity  (added on to codes above in appropriate circumstances | $10 | $10 |
| 90839 Crisis Psychotherapy (60 min) | $110 | $225 |
| 90840 Crisis Psychotherapy (30 min add on to 90839 above) | $55 | $115 |

\*Sliding fee scale available upon request for all cash clients seeing intern, mental health practitioner, or licensed mental health professional. Fees are as of September 1, 2014 and are adjusted periodically.

# FINANCIAL AGREEMENT

I understand that if I am a parent seeking psychotherapy for a minor child, I am the financial guarantor of my client’s account. If I am an adult seeking services for myself, I am the financial guarantor of my own account. By signing below I agree to the above fee schedule and understand payment (cash, check, Visa, MasterCard, or Discover) is due in full (including copays) at the beginning of each counseling session. I also agree to pay a fee of $30 plus the amount of the check for any returned checks.

I understand the following regarding use of insurance or the sliding fee scale:

**In-network Insurance:** If I have insurance coverage with a company that Heart to Heart Child and Family Center for Counseling is **in-network** with, I have the following options:

\_\_\_\_ Bill my insurance using an approved diagnostic code at the fees listed above

\_\_\_\_ Pay the fee listed above in full (or on the sliding fee scale if my income is less than $90,000 annually)

**Out-of-network Insurance:** If I have insurance coverage with a company that Heart to Heart Child and Family Center for Counseling is **out-of-network** with, I have the following options:

\_\_\_\_ 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)

\_\_\_\_ Decide not to use my insurance and pay in cash, using the sliding fee scale above, which is an objective fee scale based on my income and other factors

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

\_\_\_\_ Pay the fee listed above in full if my income exceeds $90,000 annually

\_\_\_\_ Pay the appropriate amount based on the sliding fee scale if my income is less than $90,000 annually

The agreed upon fee per 50-minute session is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Comments or notes about fees or fee arrangements:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Should you become involved in any legal action in which you or someone else require the provider’s participation, Heart to Heart charges $175 per hour for all time spent to meet our obligations, including but not limited to personal preparation, professional consultation, travel to and/or attendance at any legal proceeding. The extra fee is due to the sometimes complex nature of preparation and the extra costs that can be incurred for a provider while preparing. Clients will need to pay in advance of any legal preparation.

# 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 Heart to Heart 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.

\_\_\_\_ I am choosing to authorize Heart to Heart Child and Family Center for Counseling to store my credit card information within their electronic record keeping system (maintained by Breezy Notes).

Please choose one or more of the following options:

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

\_\_\_\_\_ 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.

\_\_\_\_\_ Recurrent Authorization: Please charge my card on the 15th 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, Heart to Heart Child and Family Center for Counseling, 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.*

# CANCELLATION POLICY/NO-SHOW POLICY

I understand I am welcome to come to any part of my scheduled session, even if I have to be late. If I am running late, I will call my provider to let him/her know. If I need to cancel or reschedule an appointment, I will give my provider twenty-four (24) hours’ notice**. I understand failure to attend a session without giving notice will result in a fee equal to the full amount for the session** **and that this fee cannot be billed to my insurance meaning I will be responsible to pay it in full**. I also understand that canceling a session with less than twenty-four (24) hours notice will result in a $100 fee, or the cost of my full session if my agreed upon fee per session is less than the late cancel fee. I understand that exceptions for unforeseen or unavoidable situations are at the discretion of the provider. I understand that I will not be charged if I have a death in my immediate family or an emergency hospitalization for myself or an immediate family member. I also understand that insurance will not cover the payment for a missed appointment or a late cancel fee.

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.

# CONFIDENTIALITY (AND EXCEPTIONS TO 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.

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 psychotherapy. 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 Heart to Heart 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 Heart to Heart Child and Family Center for Counseling, 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 Heart to Heart Child and Family Center for Counseling, 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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Client authorizes this provider (Heart to Heart Child and Family Center for Counseling LLC) to release any information necessary to process insurance claims. By doing so the client authorizes payment of medical benefits to this provider (Heart to Heart Child and Family Center for Counseling LLC) for mental health services. Heart to Heart Child and Family Center for Counseling 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.**

* 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 psychotherapy, 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.

# ELECTRONIC HEALTH RECORDS DISCLOSURE

Heart to Heart keeps and stores records for each client in a record-keeping system produced and maintained by Breezy Notes. In addition, Heart to Heart 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 Heart to Heart or by staff members of Heart to Heart ), as well as communication between providers.

* 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.
* Breezy Notes and Microsoft employ various technical security measures to maintain the protection of these records from unauthorized use or disclosure.
* Heart to Heart 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 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, Heart to Heart ’s policies prohibit staff from downloading any documents onto their personal computer from the online records keepings system.
  + As a general rule, Heart to Heart does not allow staff to access electronic medical records via mobile devices. When mobile devices are used, we use passwords, remote tracking, and remote wipeto 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 Breezy Notes and Microsoft.

Here are things to keep in mind about Heart to Heart ’s record-keeping system:

* While our record-keeping company and Heart to Heart both use security measures to protect these records, their security cannot be guaranteed.
* Some workforce members at Breezy Notes and Microsoft 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, Breezy Notes and Microsoft, 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.
* Breezy Notes and Microsoft, keep a log of Heart to Heart ’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 Breezy Notes, and 5 years by Microsoft.
* Billing is contracted by VIBE, LLC and is also under rules of confidentiality.

I understand Heart to Heart Child and Family Center for Counseling 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, Heart to Heart 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, Heart to Heart 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.

Heart to Heart maintains records for 10 years past the final date of service for adults and 10 years past the 18th birthday for minors.

# COMMUNICATIONS POLICY

I understand that, in most circumstances, Heart to Heart upholds the following communication expectations and commitments:

* Providers 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 1-612-800-8301.
* For confidential questions, each therapist will provide you with a voicemail box number, Therapists try to get back to those who leave messages within 48 hours.

However, most of our therapists are part time and may not receive messages for a few days. Please feel free to contact the main number 1-612-800-8301 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 Breezy Notes 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.

# CONSENT FOR TRANSMISSION OF PROTECTED HEALTH INFORMATION BY NON-SECURE MEANS

I understand that Heart to Heart ’s electronic health record, Breezy Notes, 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 Heart to Heart’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 Heart to Heart, 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 Heart to Heart
* Third parties on the Internet such as server administrators and others who monitor Internet traffic

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

O Information related to the scheduling of meetings or other appointments

O Information related to billing and payment

O Completed forms, including forms that may contain sensitive, confidential information

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

O My health record, in part or in whole, or summaries of material from my health record O Other information. Describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THE FOLLOWING NON-SECURE MEDIA:

O Unsecured email.

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

\_\_\_\_\_\_\_ 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 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 Heart to Heart Child and Family Center for Counseling has secure messaging available via my patient portal in Breezy Notes, their electronic medical record software. Even still, I authorize Heart to Heart Child and Family Center for Counseling, 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 Heart to Heart Child and Family Center for Counseling.

# ACCESS TO MEDICAL 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.

# EMERGENCY PROCEDURE

In the event of a life-threatening emergency, call 911. If I have another crisis that cannot wait I am aware I can call the Crisis Connection at 612-379-6363.

My signature on this AGREEMENT FOR PSYCHOTHERAPY SERVICIES/INFORMED

CONSENT means I have reviewed, understand, and consent to everything above and indicates my consent to participate in psychotherapy at Heart to Heart Child and Family Center for Counseling, LLC.

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provider Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provider Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_