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I request Better Today Counseling & Wellness use and accept the following selected methods of communication with myself and my emergency contact.

Desired Form of Contact – Phone # / E-mail	Consent for messages in the form of:
Main Contact:	<input type="checkbox"/> Telemedicine <input type="checkbox"/> Voice Mail <input type="checkbox"/> Text <input type="checkbox"/> E-mail
2nd Contact:	<input type="checkbox"/> Telemedicine <input type="checkbox"/> Voice Mail <input type="checkbox"/> Text <input type="checkbox"/> E-mail
Emergency Contact:	<input type="checkbox"/> Voice Mail <input type="checkbox"/> Text <input type="checkbox"/> E-mail

The following information is provided to familiarize you with Better Today Counseling & Wellness Inc. (BTCW) policies and help you to best understand your rights as a client. If you have any questions about any aspect of your professional relationship with your practitioner or about the specifics of these policies, please review them with your practitioner. If you find no adequate resolution with your practitioner, you may contact the Owner of BTCW, Courtney Padjen LAMFT at 612.208.7704.

**Client Bill of Rights**

1. To expect that a therapist has met the minimal qualifications of training and experience required by state law.
2. To examine public records which contain the credentials of a therapist.
3. To obtain a copy of the code of ethics from the State Register and Public Documents Division:  
Department of Administration  
117 University Avenue  
Saint Paul, MN 55155
4. To report complaints to the MN Board of Marriage and Family Therapy:  
MN Board of Marriage & Family Therapy  
2829 University Avenue SE, Suite 330  
Minneapolis, MN 55414-3222  
(612) 617-2220
5. To privacy as defined by rule and law (further described under HIPAA Notice and Privacy Practices).
6. To be free from being the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services.
7. To have access to their records as provided in Minnesota Statutes, section 144.292.
8. To be free from exploitation for the benefit or advantage of a therapist.

**Other Client Rights and Responsibilities:**

1. You have the right to refuse to provide information. (If you do not provide needed information, you may not be eligible for the services for which you are applying/receiving).
2. You have the right to refuse treatment or terminate services at any time (unless prohibited by law or court order).
3. You have the right to ask for a referral to a different provider or to seek services through another company for any reason.
4. You have the right to information about the cost of services, your diagnosis, treatment alternatives, recommended treatments, and estimated length/outcome of services.
5. You have the right to a non-technical description and explanation of assessment results.
6. You have the right to know the intended recipients of your Protected Health information (PHI) and to withdraw consent to the release of your PHI (If you do not give consent to release needed information, you may not be eligible for the services for which you are applying/receiving).
7. You have the right to assert these rights without retaliation.
8. You are responsible to participate in determining your own treatment plan and to make sure that you understand it to your satisfaction.



9. You acknowledge that any service provided by BTCW may be terminated at any time if it is determined that the provider's objectivity and/or effectiveness is impaired, or if you are unlikely to benefit from continued professional services with BTCW. If services are terminated, BTCW will offer to make a recommendation to you for other appropriate mental health services.
10. You as a client may connect with BTCW providers through their pre-approved business social media accounts, however these accounts shall not be used to discuss protected information or to provide services. Further, you agree not to connect with any BTCW providers through their private social media accounts.

### **HIPAA Notice of Privacy Practices**

1. Better Today Counseling & Wellness Inc. (BTCW) is legally obligated to safeguard your protected health information (PHI) and inform you of the company's Privacy Practices.
2. PHI constitutes information created by BTCW that can be used to identify you. It may contain data about your past, present, or future health/condition, the provision of health care services to you, and/or the payment for such services.
3. This notice describes how medical information about you may be used and disclosed and how you can get access to this information.
4. BTCW may use or disclose your PHI for the following reasons:
  - a. To provide treatment or services
  - b. For health care operations (i.e., case consultation, quality control, accreditation processes, etc.)
  - c. To obtain payment for treatment or services
  - d. If BTCW staff becomes aware that you may be a danger to yourself or a reasonably identifiable other
  - e. If BTCW staff becomes aware of or suspects the abuse or neglect of a child (MN Stat 626.645, Subdivision 3) or vulnerable adult (MN Stat 626.557, NDCC Ch, 50-25-2)
  - f. For research or educational purposes
  - g. For workers' compensation purposes
  - h. Appointment reminders and health related benefits or services
  - i. Disclosures to others with your written consent. Retroactive consent may be obtained in emergency situations
  - j. If disclosure is otherwise required by federal, state, local law, or court order.
5. Your rights regarding your PHI
  - a. To see and get copies of your PHI at the cost of no more than \$0.15 per page. Requests must be made in writing. You will receive a response within 30 days of BTCW receiving your written request. If denied, reasons for the denial will be provided to you.
  - b. To request limits on the uses and disclosures of your PHI as allowed by law. BTCW reserves the right to use and disclose your PHI for all legally required and/or permitted purposes.
  - c. To choose how your PHI is sent to you, including both the location and method it is provided to you, without BTCW incurring an undue cost or hardship.
  - d. To amend your PHI. If you believe that there is an error in your PHI or that important information has been omitted, it is your right to request (in writing) that the existing information is corrected or the missing information is added.
  - e. Clients under the age of 18 have limited confidentiality. This means their parent or guardian has legal rights to information the minor client has communicated in therapy as well as in their psychotherapy records.
  - f. To receive a paper or email copy of this notice.
  - g. To complain if you believe your privacy rights have been violated or if you object to how your PHI was used or disclosed. You are entitled to file a complaint with the Owner and HIPAA Compliance Officer of BTCW, Courtney Padjen LAMFT, 612.208.7704. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. BTCW will take no retaliatory actions based on any complaint made regarding your privacy practices.
6. BTCW is owned by the Centre for Sexual Wellness Inc. (CSW), and all agreements made with BTCW are considered to extend to CSW.



### **Complaint and Emergency Procedures**

To file a complaint there are two main procedures available to every client.

1. Provide a written complaint to the company
  - a. Clients are to submit a signed written report citing all relevant information about their complaint, and any potential outcomes they would request to address the complaint. They may also report the complaint and requested outcomes to staff who then would create this written document to be signed by the client.
  - b. Once received all written complaints are immediately given to the owner and clinical supervisor Courtney Padjen LAMFT who is responsible for addressing all complaints given to BTCW.
  - c. Within 10 business days BTCW will provide to the client a written acknowledgement stating:
    - i. The name and contact information of the person responsible for handling the complaint
    - ii. The expected timeline for investigating and determining an outcome for the complaint, generally within 30 days from receipt of the complaint unless otherwise noted.
2. Provide a complaint to the MN Office of Ombudsman for Mental Health and Developmental Disabilities
  - a. Clients may file online - <https://mn.gov/omhdd/client-services/how-to-file-a-complaint.jsp>
  - b. Clients may contact a Regional Ombudsman for the county where the client is located. This can be found by using the regional map or the Regional Ombudsman via the county list.
    - i. Call the OMHDD: 651-757-1800 or 1-800-657-3506.
    - ii. Email the OMHDD: [ombudsman.mhdd@state.mn.us](mailto:ombudsman.mhdd@state.mn.us)
    - iii. Fax the OMHDD: 651-797-1950
  - c. Clients may send a letter by US postal mail:
    - i. The MN Office of Ombudsman for Mental Health and Developmental Disabilities
    - ii. 121 7th Place East
    - iii. Suite 420 Metro Square Building
    - iv. St. Paul, Minnesota 55101-2117

### **Emergency Procedures:**

1. BTCW provides outpatient therapy by appointment only.
2. BTCW and its staff DO NOT provide crisis intervention services.
3. In case of emergency BTCW recommends calling one of the following numbers for crisis intervention services:
  - a. For life threatening Emergencies: 911
  - b. For other crises:
    - i. National Suicide Prevention Lifeline: 1-800-Suicide / 1-800-784-2433
    - ii. MN Text Crisis Line: 741741 – (Text “Home”)
    - iii. Anoka County Crisis Line: 763-755-3801
    - iv. Dakota County Crisis Line: 952-891-7171
    - v. Hennepin County Adult Crisis Line: 612-596-1223
    - vi. Hennepin County Child Crisis Line: 612-348-2233
    - vii. Ramsey County Crisis Line: 651-266-7900



## **Telemedicine Consent**

For your convenience, health, and safety, Better Today Counseling & Wellness Inc. (BTCW) offers telemedicine. Telemedicine includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of Protected Health Information (PHI), and education using synchronous or asynchronous audio, video, or data communications. However it is important to understand that telemedicine is different than traditional in person services, and comes with unique risks regarding your PHI.

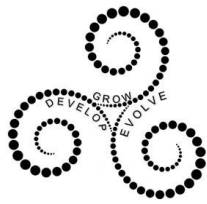
### **Prior to utilizing Telemedicine with BTCW you have read, understand, and acknowledge that:**

1. Telemedicine is not the same as a face-to-face visit since you will not be in the same room as your healthcare practitioner, and that telemedicine services and care may not be as effective as face-to-face services.
2. BTCW will assess the appropriateness of telemedicine for the services you have requested it for, and if it is determined that you would be better served by receiving different services, such as face-to-face services, recommendations for treatment and treatment providers or facilities will be provided to you.
3. At any time in place of telemedicine you may seek face-to-face consultation with a health care provider.
4. It may be required that you provide identifying information or copies of identifying documents such as a State ID at the request of your healthcare practitioner before any health services are provided via telemedicine.
5. There are risks of incomplete or ineffective consultation because of the technology utilized, and that if any of these risks occur, the consultation may terminate. The risks may include but are not limited to:
  - a. Failure, interruption, or disconnection of the audio/video connection
  - b. Audio or video that is not clear enough to meet the needs of the consultation
  - c. Access to the consultation through the interactive connection by electronic tampering.
6. If you are unable to connect with the telemedicine or phone call platform, or are disconnected during a session due to a technological breakdown, try to reconnect within 5 minutes. If reconnection is not possible, contact your practitioner at the number they have provided. If that is not possible, then BTCW can be reached at the following phone number: 612.208.7704.
7. BTCW may use and respond to e-mail and text messages only to arrange or modify appointments with if you have provided consent for them below.
8. Email and text messaging are not secure forms of communication. You agree not to send PHI or other information related to your treatment through e-mail or text messages, and acknowledge that any health-related questions or issues will not be addressed by BTCW in any other electronic communication, but will be dealt with during your next health session.

### **Privacy and risk with Telemedicine:**

1. BTCW utilizes several policies and procedures to protect your privacy and security, and all electronic communications between yourself and your healthcare practitioner will be transmitted using reasonable measures to ensure confidentiality, but limitations exist whenever conducting services over electronic communications.
2. The risks and consequences of telemedicine include, but are not limited to
  - a. Interrupted or distorted transmission of data or information due to technical failures
  - b. Access or interception of protected health information by unauthorized persons.
  - c. Any electronic transmissions of information are retained in the logs of service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers. I acknowledge that any electronic communication, e-mails, or any communications sent via social media, online, or BTCW's website are not secure and I assume the risks of the insecure transmission.
3. In the event that other professionals are called in by your healthcare practitioner either for health consult or technical support (e.g. to operate or fix audio/video equipment) during your session, are bound to maintain confidentiality of any PHI disclosed.
4. Any individuals invited at your discretion are not bound by any confidentiality agreements, and your confidentiality may be waived.

### **Other Electronic Communication:**



For your convenience, Better Today Counseling & Wellness Inc. (BTCW) utilizes several methods of communication, including voice mail, text messaging, e-mail, and fax. These methods are specifically for the purposes of scheduling, and communicating other non-PHI. Any health-related questions or issues will not be addressed by BTCW in these forms of electronic communication, but will be dealt with during your next health session. For a better understanding of how to safely utilize these other forms of electronic communication, please see the non-exhaustive list of their risks below:

1. Voice Mail, Text Messages, E-mail, and Faxes are not secure forms of communication, and any information in them may be obtained and/or reviewed by people other than the intended recipient due to user error, or by a 3<sup>rd</sup> party by error or for malicious purposes.
2. PHI information contained in Voice Mail, Text Messages, E-mail, Faxes may also be forwarded/broadcast to 3<sup>rd</sup> parties due to user error, or by a 3<sup>rd</sup> party by error or for malicious purposes.
3. Voice Mail, Text Messages, E-mail, and Faxes may leave backup copies on servers and user terminals that are not accessible to be deleted by the sender, recipient/client, or any one party.
4. Voice Mail, Text Messages, E-mail, and Faxes may no longer be considered part of a client's medical record, and therefore be open to discovery during legal inquiries.
5. Voice Mail, Text Messages, E-mail, and Faxes can be an A-synchronous form of communication, and should not be relied on for urgent messages that need to be acted on immediately.
6. Digital information is easily altered or falsified, and may be subject to technological failures.

After reviewing the provided information and risks for both telemedicine and other electronic communications, and acknowledging that there may be other risks not listed when using telemedicine or other electronic communication,

By signing this document, I acknowledge that:

- I authorize BTCW to provide telemedicine and communicate with me via the means indicated above.
- I have a right to revoke this authorization at any time by sending written notification to BTCW. I further understand that a revocation of the authorization is not effective to the extent that action has been taken in reliance on the authorization.
- I release BTCW, its employees, agents, and assigns from any and all liability which may arise from this telemedicine consultation, the use of interactive video or audio connections, or from the taking or authorized use of any images or audio obtained.
- I understand the limitations inherent in ensuring client confidentiality of information transmitted in telemedicine and agree to waive my privilege of confidentiality with respect to any confidential information that may be accessed by an unauthorized third party despite the reasonable efforts of BTCW to arrange a secure line of communication.
- I understand that BTCW cannot prevent the re-disclosure of information transmitted as a result of this authorization and that it may not be subject to privacy rule protections; therefore, BTCW is released from any and all liability resulting from user error and/or re-disclosure by 3<sup>rd</sup> party sources.
- I agree that neither I nor my healthcare practitioner will record any part of my sessions unless BTCW and I mutually agree in writing that the health session may be recorded.
- I further acknowledge that BTCW objects to my recording any portion of my sessions without BTCW's written consent.
- I expressly agree that audio and video recordings used for security or legal and documentation purposes are not part of my health records, and are therefore not protected by confidentiality or any other provisions under this agreement.
- BTCW has provided you a satisfactory explanation of all technology that will be used, how to use it, and risks associated with its use.
- I have read this form and/or have had it read to me and explained in a language that I can understand.
- This authorization expires one year from the date of the client/legal guardian's signature, unless an earlier expiration date is explicitly documented on this form here:

Date:



### Payments:

1. Better Today Counseling & Wellness Inc.'s (BTCW) Fees for Service (unless otherwise negotiated):
  - a. DA and Intake/Telemedicine session: \$160 per hour
  - b. Outpatient/Telemedicine session: \$130 per hour
  - c. Consulting and other services detailed below:

Service	Price	Staff Initials

2. All payments should be made to BTCW at the time of services.
3. When you make an appointment, BTCW holds that time for you. You are responsible to keep your appointment or to notify your provider with at least 24 hours advance notice of any cancellation.
4. Missed appointments or late cancels (cancellations with less than 24 hours of notice) will result in a charge for the session.
5. Please leave all messages for business concerns, including cancellations at 612.208.7704. If you leave a voice message, staff will return your call or respond via email within 48 business hours.
6. You are financially responsible for payment of any services provided at the time of service. Payments can be made out to BTCW.
7. By signing this agreement, you authorize BTCW to charge your credit information for missed appointments or late cancels.

### Credit Card information

Name on the Card					
Billing Address					
Credit Card #		Exp Date		Security Code	

By signing this document, you are acknowledging that you understand, agree too, and have received a copy of BTCW's policies for Client Rights, Notice of HIPAA of Privacy Practices, Telemedicine Consent, Electronic Communication Consent, Emergency Procedures, and Payments.

Client/Legal Guardian		Signature		Date	
<input type="checkbox"/> Verbal Authorization was obtained due to the COVID-19 emergency. A signature will be obtained at the first safe opportunity.					
<input type="checkbox"/> Client/LG refused/unable to sign – Explain:					

Witness		Signature		Date	
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