

NEW CLIENT INFORMATION



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THERAPY FEE STATEMENT*

COUNSELOR	SESSION Before 3 p.m.	SESSION After 3 p.m.	FIVE SESSIONS
Jennifer Stoos, M.A., M.Div., L.M.F.T.	\$150.00	\$170.00	\$750.00
Holly Birkeland, M.A., L.M.F.T.	\$150.00	\$170.00	\$750.00

*Fees are as of June 1, 2019 and are adjusted periodically.

By agreeing to the above fee schedule, you also give consent to utilize the payment method you choose (cash, check, or MasterCard/Visa/Discover) and recognize that payments made through check or MasterCard/Visa/Discover may mean that Rekindle Counseling appears on your statements. You also understand that payment is due in full at the beginning of each therapy session.

As part of the therapeutic process we do not believe it is helpful to participate in a legal process concerning any therapy that we might have given. If you ask that we do so we will decline. If it becomes necessary to participate in a legal process the hourly rate for preparation and testimony in a court hearing is \$350/hr and will need to be paid in advance of services.

MINNESOTA MENTAL HEALTH BILL OF RIGHTS

Mental Health Professional: Jennifer Stoos **Credentials:** M. Div., M.A., L.M.F.T.

Mental Health Professional: Holly Birkeland **Credentials:** M.A., L.M.F.T.

THE STATE OF MINNESOTA HAS NOT ADOPTED UNIFORM EDUCATIONAL AND TRAINING STANDARDS FOR ALL MENTAL HEALTH PRACTITIONERS. THIS STATEMENT OF CREDENTIALS IS FOR INFORMATION PURPOSES ONLY.

BILL OF RIGHTS

Pursuant to Minnesota Statutes 5300.0350, consumers of marriage and family therapy services offered by marriage and family therapists licensed by the State of Minnesota have the right:

- (1) to expect that a therapist has met the minimal qualifications of training and experience required by state law;
- (2) to examine public records maintained by the Board of Marriage and Family Therapy 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 Board of Marriage and Family Therapy, University Park Plaza Building, 2829 University Avenue SE, Suite 330, Minneapolis, MN 55414-3222;
- (5) to be informed of the cost of professional services before receiving the services;
- (6) to privacy as defined by rule and law;
- (7) to be free from being the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services;
- (8) to have access to their records as provided in Minnesota Statutes, section 144.292; and
- (9) to be free from exploitation for the benefit or advantage of a therapist.

CONFIDENTIALITY STATEMENT

**Rekindle Counseling
York Business Center
3209 West 76th Street, Suite #304, Edina, MN 55435
612-929-9929**

Under the rules governing Marriage and Family Therapists in the state of Minnesota, a therapist, and employees and professional associates of the therapist, must not disclose any private information that the therapist, employee, or associate may have acquired in rendering services except as follows.

- When the Board of Marriage and Family Therapy is reviewing a therapist. The Board shall be allowed access to records of a client treated by a therapist under review if the client signs a written consent permitting access. If no consent form has been signed, the hospital, clinic, or licensee shall first delete data in the record that identifies the client before providing it to the board.
- When disclosure is required by state law.
- When failure to disclose the information presents a clear and present danger to the health or safety of an individual.
- When the person, employee, or associate is a defendant in a civil, criminal, or disciplinary action arising from the therapy.
- 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.
- 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 therapy, each such family member agrees to the waiver. Absent a waiver from each family member, a marital and family therapist cannot disclose information received by a family member.

All other private information must be disclosed only with the informed consent of the client.

NOTICE OF PRIVACY PRACTICES FOR REKINDLE COUNSELING

York Business Center, 3209 West 76th Street, Edina, MN 55435, 612-929-9929

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

We are committed to protecting health information about you by complying with all applicable federal and state privacy and confidentiality laws and regulations. These laws require that health information that identifies you is kept private and confidential. These laws also require that we give you this notice of our legal duties and privacy practices with respect to health information about you, and that we follow the terms of the notice that is currently in effect. We shall also train our personnel concerning these duties and privacy practices, and will implement a sanction policy to discipline those who breach our privacy/confidentiality policies. We also are required to help lessen the harm of any breaches of privacy or confidentiality that do occur.

I. Uses and Disclosures WITH Your Authorization

Generally, we will use or disclose your health information only when you give your authorization in writing for us to do so. You may revoke your authorization except to the extent that we have already taken action upon the authorization. There are some exceptions and special rules that allow for uses and disclosures without your authorization or consent, which are set forth below. We will obtain an authorization from you before using or disclosing protected psychotherapy notes, or health information in a way that is not described in this Notice.

II. Uses and Disclosures WITHOUT Your Authorization: All Protected Health Information

Even when you have not given your written authorization, we may use and disclose information under the circumstances listed below.

A. Treatment.

We may use or disclose health information about you for treatment purposes. Treatment includes diagnosis, treatment and other services, including discharge planning. For example, if your counselor decides to consult with another health care provider about your condition, your counselor would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist your counselor in the diagnosis or treatment of your mental health condition. In addition, counselors may disclose your health information to each other to coordinate individual and group therapy sessions for your treatment or to discuss information about treatment alternatives or other health-related benefits and services that are necessary or may be of interest to you.

B. Payment.

Generally, Rekindle Counseling does not work directly with your insurance. However, if you request that Rekindle Counseling submit information to your insurance we may use and disclose health information about you so that the services you receive may be billed to and payment may be collected from you, an insurance company, or another third party. For example, if you have asked Rekindle Counseling to submit information to your health care

provider and your health care provider requests a copy of your health records, or a portion thereof, in order to determine whether or not payment is warranted under the terms of your policy or contract, we are permitted to use and disclose your personal health information. We may also tell your health plan about services you are going to receive, to obtain prior approval or to determine whether your plan will cover the rest of the services.

C. Health Care Operations and Business Associates.

We may use or disclose health information about you for the purposes of health care operations that include internal administration and planning and various activities that improve the quality and effectiveness of care. For example, if you have requested that we submit information to your health care provider and if that provider decides to audit Rekindle Counseling in order to review our competence and our performance, or to detect possible fraud or abuse, your health information may be used or disclosed for those purposes. Sometimes we may hire outside parties (business associates) to help us carry out certain health care operations, such as computer maintenance performed by outside companies. If such business associates will have any access to your health information when they are performing their jobs, we will require that they appropriately safeguard your information by entering into a business associate's agreement, which requires that they comply with the same federal privacy provisions as we do. This list of examples is for illustration only and is not an exclusive list of all of the potential uses and disclosures that may be made for health care operations. In order to protect your health information,

D. Appointment Reminders, Treatment Alternatives, and Additional Services

We may use or disclose health information about you to provide appointment reminders or to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you. Be sure to let us know if there are means (e.g., telephone, letter, email, fax) by which you prefer not to be contacted.

E. When Required by Law

We may use or disclose health information about you as required by state or federal law or in response to a valid subpoena. For example, we may disclose such information in the following circumstances:

1. If disclosure is compelled by a court pursuant to an order of that court
2. If disclosure is compelled by a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority
3. If disclosure is compelled by a party to a proceeding before a court or administrative agency pursuant to a subpoena, subpoena duces tecum (e.g., a subpoena for mental health records), notice to appear, or any provision authorizing discovery in a proceeding before a court or administrative agency.
4. If disclosure is compelled by a board, commission, or administrative agency pursuant to an investigative subpoena issued pursuant to its lawful authority.
5. If disclosure is compelled by an arbitrator or arbitration panel, when arbitration is

lawfully requested by either party, pursuant to a subpoena duces tecum (e.g., a subpoena for mental health records), or any other provision authorizing discovery in a proceeding before an arbitrator or arbitration panel.

6. If disclosure is compelled by a search warrant lawfully issued to a governmental law enforcement agency.
7. If disclosure is compelled by the patient or the patient's representative pursuant to Minnesota Statute 144.335 "Access to Health Records" or by corresponding federal statutes or regulations (e.g., the federal "Privacy Rule," which requires this Notice).
8. If the disclosure is allowed under other sections of Section 164.512 of the federal "Privacy Rule" and the state's confidentiality laws. This would include disclosures for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

F. When Compelled or Permitted by Law in Certain Circumstances

We may use or disclose health information about you when compelled or permitted by state or federal law in the following circumstances:

9. For Health or Safety of You or Others. We may disclose your health information to avert or lessen a serious threat of harm to you, to others, or to the public. We may be compelled to disclose your health information where you have made a specific threat of serious physical harm to another specific person or the public, and disclosure is otherwise required under statute and/or common law.
10. Child Abuse or Maltreatment of Vulnerable Adults. We may disclose your health information for the purpose of reporting child abuse and neglect, or the maltreatment of vulnerable adults, to public health authorities or other government authorities authorized by law to receive such reports.
11. Commission of a Crime. We may disclose your health information to the police or other law enforcement officials if you commit a crime on the premises or against an employee or agent of Rekindle Counseling, or threaten to commit such a crime.
12. Death. We may disclose your health information to a coroner, medical examiner or other authorized person in the event of your death in order to determine the cause of your death.
13. Authorized Representatives. We may disclose your health information to a person appointed by a court to represent or administer your interests.
14. Oversight Agencies. We may disclose your health information when disclosure is compelled or permitted to a health oversight agency for oversight activities authorized by law, including but not limited to, audits, criminal or civil investigations, or licensure or

disciplinary actions. The Minnesota Board of Marriage and Family Therapy, who license marriage and family therapists, is an example of a health oversight agency.

15. Department of Health and Human Services. We may disclose your health information to the United States Department of Health and Human Services when disclosure is compelled or permitted to investigate or determine my compliance with privacy requirements under the federal regulations (the “Privacy Rule”).

G. In the event of Death, Disability, or Absence of Healthcare Professionals

In the event we are unable to access your health information or provide healthcare services to you due to the death, disability, or other absence of our healthcare professional(s), it is important that another healthcare provider is able to access your health information in order for your records to be accessible to you and for you to continue treatment. In these circumstances, an outside healthcare professional designated by us will have the ability to access your healthcare information for the purposes of notifying you of the absence, providing you access to your information, and ensuring that your healthcare treatment is not unduly interrupted.

III. Your Individual Rights

H. Right to Receive Confidential Communications.

We will communicate with you through the phone number, e-mail address, and/or mailing address that you provide to us. To help protect your confidentiality during e-mail communications, we use an encryption tool called Virtru. We encourage you to consider a gmail account if you are having trouble using Virtru, as gmail accounts are automatically encrypted. If you desire us to use alternative methods of communication, you may provide us with a written request, and we will attempt to accommodate any reasonable request for alternative means of communications or for alternative locations.

I. Right to Request Restrictions.

You have the right to request restrictions on certain uses and disclosures of health information about you, such as those necessary to carry out treatment, payment, or health care operations. We are not required to agree to your requested restriction. If we do agree, we will maintain a written record of the agreed upon restriction. You always have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.

Right to Inspect and Copy Your Health Information.

You have the right to inspect and copy health information about you by making a specific request to do so in writing. This right to inspect and copy is not absolute – in other words, we are permitted to deny access for specified reasons. For instance, you do not have this right of access with respect to “psychotherapy notes.” The term “psychotherapy notes” means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual’s medical (includes mental health) record. The term excludes medication

prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date. We will make every effort to accommodate your request within a week of receiving it in writing. If you have entered into couple or family therapy a release of information must be signed by all other parties who have participated in therapy before the records can be released. Unless the purpose of your request is to review current care you will be charged \$.25/page for copies requested plus a fee of \$10 for time spent retrieving and copying the records. To the extent your health information is stored by us in an electronic record, you have a right to request an electronic copy of your information.

J. Right to Amend Your Records.

You have the right to amend your health information in our records by making a request to do so in a writing that provides a reason to support the requested amendment. This right to amend is not absolute – in other words, we are permitted to deny the requested amendment for specified reasons. You also have the right, subject to limitations, to provide us with a written addendum with respect to any item or statement in your records that you believe to be incorrect or incomplete and to have the addendum become a part of your record. If your requested amendment to your records is accepted, a copy of your amendment will become a permanent part of our records. When we "amend," a record, we may append information to the original record, as opposed to physically removing or changing the original record.

K. Right to Receive an Accounting of Disclosures.

You have the right to receive an accounting from me of the disclosures of protected health information made by Rekindle Counseling in the six years prior to the date on which the accounting is requested. As with other rights, this right is not absolute. In other words, we are permitted to deny the request for specified reasons. For instance, we do not have to account for disclosures made in order to carry out our own treatment, payment or health care operations. We also do not have to account for disclosures of protected health information that are made with your written authorization. If you request an accounting more than once during a twelve (12) month period, there will be a charge. You will be told the cost prior to the request being filled.

L. Right to Receive a Paper Copy of This Notice.

Upon request, you may obtain a paper copy of this notice.

M. Right to Receive Notice of any Breach of your Health Information.

You have a right to be notified if: (a) there is a breach (a use or disclosure of your protected health information in violation of the HIPAA Privacy Rule) involving your protected health information; (b) that protected health information has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your protected health information has been compromised.

IV. Effective Date and Right to Change this Notice

A. Effective Date. This notice is effective on April 1, 2020.

B. Right to Change Terms of This Notice. We reserve the right to change the terms of this notice

and/or my privacy practices and to make the changes effective for all protected health information that we maintain, even if it was created or received prior to the effective date of the notice revision. If we make a revision to this notice, we will make the notice available at the office upon request on or after the effective date of the revision or the revised notice will be posted in a clear and prominent location.

V. Privacy Officer and Right to Complain

The Privacy Officer for Rekindle Counseling is Jennifer Stoos whose telephone number is 952-806-0015. The following notice is from the Privacy Officer:

As the Privacy Officer of this practice, I have a duty to develop, implement and adopt clear privacy policies and procedures for our practice and I have done so. I am the individual who is responsible for assuring that these privacy policies and procedures are followed not only by me, but by any employees that work for me or that may work for me in the future. I have trained or will train any employees that may work for me so that they understand our privacy policies and procedures. In general, patient records, and information about patients, are treated as confidential in our practice and are released to no one without the written authorization of the patient, except as indicated in this notice or except as may be otherwise permitted by law. Patient records are kept secured so that they are not readily available to those who do not need them.

Because I am the Contact Person of this practice, you may complain to me and to the Secretary of the U.S. Department of Health and Human Services if you believe your privacy rights may have been violated either by me or by those who are partners and/or therapists at Rekindle Counseling. You may file a complaint with me by simply providing me with a writing that specifies the manner in which you believe the violation occurred, the approximate date of such occurrence, and any details that you believe will be helpful to me. My telephone number is 952-806-0015. I will not retaliate against you in any way for filing a complaint with me or with the Secretary. Complaints to the Secretary must be filed in writing. A complaint to the Secretary can be sent to U.S Department of Health and Human Services. For complaints involving covered entities located in Minnesota the address is: Region V, Office for Civil Rights, U.S. Department of Health and Human Services, 233 N. Michigan Ave., Suite 240, Chicago, Ill. 60601. Voice Phone (312) 886-2359. FAX (312) 886-1807. TDD (312) 353-5693.

If you need or desire further information related to this Notice or its contents, or if you have any questions about this Notice or its contents, please feel free to contact me.

ELECTRONIC RECORDS AT REKINDLE COUNSELING

Old Records Electronic Disclosure

We keep and store old records for each client electronically, using the following resources:

- We have a dedicated computer system for this purpose
- We have a dedicated backup drive for this purpose which is fireproof and waterproof

Here are the ways in which the security of those records is maintained:

- There is no connection to the internet on either record-keeping device
- Both are password protected and disk encrypted
- Both devices are kept in a locked area

Electronic Records Disclosure for Jennifer Stoos

I (Jennifer Stoos) keep and store records for each client in a record-keeping system produced and maintained by *Counsel*. This system is “cloud-based,” meaning the records are stored on servers which are connected to the Internet. Here are the ways in which the security of these records is maintained:

- I have entered into a HIPAA Business Associate Agreement with *Counsel*. Because of this agreement, *Counsel* is obligated by federal law to protect these records from unauthorized use or disclosure.
- 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.
- *Counsel* employs various technical security measures to maintain the protection of these records from unauthorized use or disclosure.
- I have my own security measures for protecting the devices that I use to access these records:
 - On computers, I use passwords, and disk encryption to protect the computer from unauthorized access and thus to protect the records from unauthorized access.
 - With mobile devices, I use passwords, remote tracking, and remote wipe to maintain the security of the device and prevent unauthorized persons from using it to access my records.

- My record-keeping company keeps a log of my transactions with the system for various purposes, including maintaining the integrity of the records and allowing for security audits.
- Some workforce members at *Counsol*, 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, *Counsol* 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.

Things to Understand About Rekindle Record Keeping

While we use security measures to protect these electronic records, their security cannot be guaranteed.

Both Holly Birkeland, LMFT, and Jennifer Stoos, LMFT, have access to these records at Rekindle in case of emergency. Both can be reached at (952) 929-9929.

INFORMED CONSENT FOR TELEHEALTH SERVICES

What is Telehealth (also known as Telemedicine)?

Telehealth is the practice of using electronic communications to enable Rekindle mental health professionals to connect with clients using interactive video and audio communications. It includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral, and education. It also includes the transfer of medical and clinical data, between you and your practitioner.

When do we use Telehealth?

At Rekindle, we believe we can provide a higher level of service to our clients in-person. We provide Telehealth only with established clients, as an adjunct to in-person counseling, and when illness, quarantine, or other unusual circumstances apply. In addition, we will provide Telehealth services only when we believe it is appropriate for you in your circumstances. State laws require that we provide Telehealth services only to people who are residents of Minnesota *or* who are physically within the state during our sessions.

Confidentiality

The laws that protect your confidentiality also apply to Telehealth. However, the exceptions to this confidentiality found in our other documents also apply to Telehealth (please refer to the Rekindle Therapy Agreement and Client Information that you received and agreed to when beginning services). Rekindle Counseling will not share any personally identifiable images or information from the Telehealth interaction without your written consent unless required by law.

Technology and Transmission Difficulties

Your counselor will use a HIPAA compliant platform for Telehealth services and will discuss with you the process involved in using that platform. This technology will encrypt our communications and should keep all of our communications private. Nonetheless, no technology is perfect and there is a risk of unforeseen breaches of that privacy and a risk that the audio and visual communications between us will not be optimal. In the event you have difficulties with the platform, the counselor will call you at the phone number you have given to reschedule the session. In general, it is important to have a good Internet connection, be in a private space and on a private wi-fi to protect your confidentiality, and it may help to shut down and restart your computer before the session. You agree that it is your responsibility to protect this aspect of your privacy during Telehealth.

Payments

Telehealth sessions have the same fees as in-person sessions, and payment is due at the beginning of the session. Your counselor will ask for your credit card information, which will be entered into a secure portal with our credit card provider. We will not retain your credit card information to protect your privacy. You may also pay online with a credit card at www.rekindlethespark.com/fees/

Failure to attend a Telehealth session will be charged as agreed in the Rekindle Therapy Agreement. Any waiver of the charges is up to the counselor's discretion.

Potential Risks and Benefits of Telehealth Including Clinical Limitations

Telehealth has benefits, including reducing barriers to services and being able to attend when unwell or under quarantine. The risks of Telehealth include your counselor not being able to assess or interact in the same way as she or he could in person. The results of Telehealth cannot be guaranteed or assured. Telehealth is not appropriate for people who are at risk of self-harm or harm to others. If Telehealth has been used and is deemed inappropriate by your counselor, you will be referred to in-person treatment near you.

Scheduling

Telehealth sessions will be scheduled through your counselor. They are available only during our normal counseling hours. You will need to share your location at the beginning of a session in case there is an emergency during the session. Telehealth sessions are not available outside of counseling hours, and not appropriate for a crisis.

Emergencies and Our Inability to Respond to Emergencies

Telehealth sessions are not suitable for emergency or crisis situations, and not available outside of our normal counseling hours. In an emergency please call 911, the national crisis line at 1-800-273-8255, or go to your nearest hospital.

Rights

You have the right to withdraw your consent to the use of Telehealth at any time.

You have the right to access your records in accordance with Minnesota state law.

You retain all the rights outlined in the Rekindle Counseling Therapy Agreement and Client Information handouts