

**PROGRAM NOTES**

**FOLLOW UP APPOINTMENTS** In order to achieve any further appointments, we must have VOICE OR TEXTED CONFIRMATION ON THE DAY PRIOR TO YOUR APPOINTMENT of your intent to report for you appointment. No confirmation may jeopardize your appointment time(s). "No shows" and excessive cancellations may result in removing you from our calendar, leaving it to you to call the office to re-instate future appointments.

**COMMUNITY RESOURCES** Enlisting natural and community resources are very important in the type of counseling offered here. You may visit our web site where there are 23 sources for your review; in addition, we are very happy to refer you to appropriate providers.

**NO-SHOW AND CANCELLATION POLICY**

- CANCELLATION:** You must call twenty-four (24) hours in advance of scheduled appointment time to cancel an appointment, with the exception of true emergencies.
- NO-SHOW:** If you do not cancel and you also do not show up for an appointment then you are still responsible for the payment unless such collection is prohibited by Maine Laws and Rules.

**CLIENTS' BILL OF RIGHTS:** Clients have the right—

- To expect that a counselor has met the licensure or registration requirements of state law and rule;
- To examine a counselor's licensing credentials;
- To obtain a copy of the Code of Ethics of the Board of Counseling Professionals Licensure;
- To file a complaint against a counselor with the board;
- To be informed of the cost of professional services before receiving services;
- To expect complete confidentiality except as required by law; and
- To refuse any recommended services and to be advised of the consequences of this action.

**NOTIFICATION AND HELP IN PROTECTING YOUR RIGHTS**

The following is a summary of the Rights of Recipients of Mental Health Services for outpatient (non-residential) services. You have a right to obtain a full copy of the Rights from Dirigo Counseling Clinic or from the Department of Health and Human Services [40 State House Station, Augusta, ME 04333 (207-287-4200 or TTY 207-287-2000)]. If you are deaf or do not understand English, an interpreter will be made available to assist you in understanding your rights.

<b>Basic Rights:</b>	You have the same civil, human and legal rights to which all citizens are entitled. You have the right to be treated with courtesy, respect and dignity.
<b>Access to Records:</b>	You have the right to review your record at any reasonable time and to add written comments to clarify information you believe is inaccurate or incomplete.
<b>Individualized Service Plan:</b>	You have the right to a written individualized service plan (ISP), developed by you and your provider, based on your needs and goals. The ISP must be based on your actual needs, identify how a need will be met if the service is not available; include tasks to be completed and by whom; time frames for accomplishment of the tasks and goals; and criteria to determine success. If you do not agree with the ISP, you have the right to request and receive a second opinion. You have a right to a copy of the ISP.

<p><b>Informed Consent:</b></p>	<p>No services or treatment can be provided to you against your will. You have the right to be informed of possible risks and anticipated benefits of all services and treatment. You may designate a representative who is authorized to help you understand and exercise your rights, help you make decisions, or to make decisions for you. The guardian also has the right to be fully informed.</p>
<p><b>Right to File A Grievance And Appeal:</b></p>	<p>You have the right, without punishment, to bring a grievance challenging any violation of your rights or any questionable practice. You have the right to a written response including reasons for the decision. Before filing a formal written grievance, you may try to resolve your issue directly with DIRIGO COUNSELING CLINIC staff. There are two separate grievance procedures, one for adults and one for children. The <u>Rights</u> documents explain these procedures.</p>
<p><b>Right to Assistance:</b></p>	<p>You have the right to designate a representative of your choice to help you understand and protect your rights. You must authorize this person in writing, can access this person at any time, and can change or cancel this arrangement at any time. <b><u>For additional assistance, you may contact:</u></b></p> <p>Office of Advocacy; 60 Ste House Station; Augusta, ME 04333; (207) 287-2205; (800)232-0944</p> <p>OR: Disability Rights Center; P.O. Box 2007; Augusta, ME 04338-2007; (800) 452-1948; (207) 626-2774; Fax 621-1419</p>

**CONFIDENTIALITY:** There are situations in which the Provider may be required to break confidentiality. You should review these carefully because you may have information that would be in your best information to not tell me if, indeed, you do not wish for me to proceed with statutory obligations to report:

- 1) **As Required By A Court.** If a court order is received for your records and-or for my testimony about your therapy, the Provider may have to release certain information in order to avoid a “contempt of court” charge. However, here in Maine we have a statute providing for “privileged communication” (see 32 M. R. S. A, Chapter 119, §13862) which may mean that, under certain circumstances, the Provider might not be required to such disclosure against your wishes.
- 2) **Health Oversight Activities.** Trained state, accrediting, or managed-care personnel may review your clinical records to make sure they are maintained properly and-or according to legal standards.
- 3) **To Avert a Serious Threat to Health or Safety** The Provider will disclose mental/medical health information about you when the Provider has a “Duty to Warn” under state or federal law, because the Provider believes that it is necessary to prevent a serious threat or harm to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. The Provider has a special duty to report to the authorities my belief, suspicion, or knowledge that a child, incapacitated, or elderly person has been or will be abused, neglected, or victim of exploitation.
- 4) **Lawsuits and Disputes.** If you file a lawsuit or complaint against me before a regulatory board, the Provider will disclose mental health information about you in order to defend my professional actions.
- 5) **For Payment.** The Provider may use and disclose mental health information about you so that the treatment and services you receive from me may be billed to, and payment may be collected from you, an insurance company or a third party. For example, the Provider may need to give your health plan information about treatment you receive from me to your health plan will pay or reimburse you for your treatment. The Provider may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.
- 6) **Clinical Supervision:** Maine law and professional ethics require me to seek supervision of my cases in order to assure that my treatments are sound. Some facts of your case may be brought to the attention of my clinical supervisor for purposes of my professional improvement. Your name and other identifying detail, however, are provided anonymity.

- 7) **Office Management:** DCC office staff processes your records for billing, mailing, transcribing, scheduling, phone calls, and record keeping activities. However, they are required to keep the information confidential and the Provider assumes full responsibility and liability if DCC staff inappropriately breaches your confidentiality.
- 8) **Group Or Family Counseling:** If you agree to receive services with other people present, for example, in a couple, family, or group setting, then confidentiality can only be stressed by your counselor and not guaranteed.
- 9) **Military and Veterans.** If you are a member or the armed forces, the Provider may release medical information about you as required by military command authorities. The Provider may also release medical information about foreign military personnel to the appropriate foreign military authority.
- 10) **Coroners, Medical Examiners and Funeral Directors.** The Provider may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. The Provider may also release medical information about my clients to funeral directors as necessary to carry out their duties.
- 11) **Your Written Release:** You may voluntarily give me permission to communicate on a HIPAA compliant Release of Information to any party you choose. This form must state exactly what information is to be released and the purpose of the release. It is revocable at any time and must have an expiration date, not to exceed one year.
- 12) **Electronic Records Disclosure:** Dirigo Counseling Clinic keeps and store records for each client in (a) a standard “paper chart” for some portions of the clinical record and (b) in an electronic record-keeping system produced and maintained by Practice Fusion, Inc. The electronic portion 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:
  - Dirigo Counseling Clinic has entered into a HIPAA Business Associate Agreement with Practice Fusion and, accordingly, Practice Fusion 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 and technical security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
  - Dirigo Counseling Clinic has its own security measures for protecting the devices that are used to access these records such as passwords, remote tracking, access history, regular inspection of record access, auto-log out, administrative lock out measures, and no client information allowed on local computers.

Here are things to keep in mind about any record-keeping system:

- While Practice Fusion as a record-keeping company and Dirigo Counseling Clinic both use security measures to protect these records, their security cannot be guaranteed.
- Some workforce members at Practice Fusion, 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, Practice Fusion 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.
- Practice Fusion keeps a log of transactions with the system for various purposes, including maintaining the integrity of the records and allowing for security audits. These transactions are kept indefinitely by Practice Fusion and are available for your review upon request.

## NOTIFICATION USE OF TEXT MESSAGING

Risk of texting: The transmission of client information by texting has a number of risks which clients should consider prior to the use. These include, but are not limited to, the following risks:

- a. Text can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- b. Text senders can easily misaddress a text and send the information to an undesired recipient.
- c. Backup copies of texts may exist even after the sender and/or the recipient has deleted his or her copy.
- d. Employers and on-line services have a right to inspect text messages sent through their company systems.
- e. Texts can be intercepted, altered, forwarded or used without authorization or detection.
- f. Texts can be used as evidence in court.
- g. Texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.

**Conditions For The Use Texts** Providers at Dirigo Counseling Clinic cannot guarantee but will use reasonable means to maintain security and confidentiality of text information sent and received. Providers are not liable for improper disclosure of confidential information that is not caused by Providers intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions:

- a. Texting is not appropriate for urgent or emergency situations.
- b. Providers cannot guarantee that any particular text will be read and responded to within any particular period of time.
- c. Texts should be concise.
- d. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations.
- e. Texts may be printed and placed in a client's chart.
- f. Providers will not forward client's/parent's/legal guardian's identifiable texts without the client's/parent's/legal guardian's written consent, except as authorized by law.
- g. Clients/parents/legal guardians should not use texts for communication of sensitive medical information.
- h. Providers are not liable for breaches of confidentiality caused by the client or any third party.
- i. It is the client's/parent's/legal guardian's responsibility to follow up and/or schedule an appointment if warranted.

Client Acknowledgement and Agreement I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of texts between my Provider and me, and I consent to the conditions and instructions outlined, as well as any other instructions that my Provider may impose to communicate with me by text. I consent that the types of text messages and frequency of text messages I may receive from my Provider includes, but is not limited to:

- a. Appointment reminders
- b. Cancellation notices
- c. General notifications regarding services offered by Provider
- d. Responses to my text/SMS messages

If I wish to "opt out" of receiving text messages from my Provider, I agree to supply notification, in writing, directly to my Provider.



## Patient Materials Text

*Instructions: Can be used for a patient letter, newsletter, and website.*

We are excited to announce our participation in a statewide information-sharing system that will improve care for our patients. This system is available to us through our partnership with an independent nonprofit called HealthInfoNet.

HealthInfoNet combines information from separate health care sites to create a single electronic patient health record. This record combines health information from all your participating health care providers and allows them to see it when caring for you.

This secure computer-based system is being used statewide and helps doctors and other health care providers share important patient health information to improve your care. It will help us more easily and quickly share your health information with other health care professionals caring for you. This can improve the safety and quality of your health care.

Your personal health information and privacy is very important to us. HealthInfoNet takes many precautions to keep your records secure, and your HealthInfoNet record can only be viewed by those involved in your care and wellness.

While we believe the use of system's like HealthInfoNet will improve the care you receive, you can choose to opt-out and have your medical information removed from HealthInfoNet by visiting [www.hinfonet.org](http://www.hinfonet.org)

Some information related to mental health and HIV/AIDS treatment is only available in HealthInfoNet if give permission or are in a medical emergency. Ask us how you can make this information available in HealthInfoNet at your next visit.

If you have any questions, please call (customer service at your organization). You may also contact HealthInfoNet by visiting [www.hinfonet.org](http://www.hinfonet.org)

## **Website**

### **HealthInfoNet**

We participate with HealthInfoNet, Maine's statewide health information exchange.

HealthInfoNet combines information from separate health care sites to create a single electronic patient health record. This allows approved health care providers to quickly access the information they need to make better decisions about their patients' care, especially in an emergency.

HealthInfoNet is a Maine-based nonprofit. Only medical professionals involved in your care have access to your record in HealthInfoNet. To learn more please visit [HealthInfoNet's website](#).

If you prefer not to have your information available to your healthcare providers using the health information exchange, you may [opt-out online](#) or by filling out [this form](#) and mailing it to HealthInfoNet.

Some information related to mental health and HIV/AIDS treatment is only available in HealthInfoNet if you give permission or are in a medical emergency. [Click here](#) to read more about how you can give permission for some or all of your health care providers to see this information.