The information below outlines the scope of clinical services provided by Southborough Youth and Family Services, Notification of Privacy Practices, Client's Bill of Rights, Tele-Mental Health Policies, and Hold Harmless Acknowledgement & Agreement. Your clinician has asked you to carefully read all the below sections and sign the Informed Consent form found in the Therapy Notes Client Portal before you start therapy. If you have any questions, contact the SYFS staff member you are working with.

#### **SCOPE OF CLINICAL SERVICES**

Southborough Youth and Family Services' (SYFS) behavioral health services assist Southborough residents in attaining their goals and with mental health, emotional, and social challenges that interfere with their functioning. SYFS provides referral support, direct counseling services, group therapy, clinical consultation, and a Substance Use Diversion program. All SYFS clinical services are confidential and are provided by licensed mental health professionals and advanced graduate-level counselors under the direct supervision of our licensed staff. These services are exclusively for all Southborough residents and are free of charge. For questions about any of these services, please contact our Assistant Director, Meaghan Eiland.

## REFERRAL SUPPORT WITH INTERFACE REFERRAL SERVICE

SYFS assists individuals and families with finding a community mental health provider through INTERFACE Referral Service. **INTERFACE Referral Service** is a mental health and wellness referral helpline available **Monday through Friday, 9 am-5 pm, at 888-244-6843** (toll free). This is a free, confidential referral service for residents of Southborough and other participating communities. Callers from these participating communities are matched with licensed mental health providers from their extensive database, on average, within 2-3 weeks of their call to INTERFACE. Each referral best meets the location, insurance, and specialty needs of the caller. **Behavioral Health Partners of MetroWest** is a helpline that assists individuals and families in getting access to behavioral health, community development, and social services in the greater MetroWest area. Their care navigators match callers to the best services for the individual they are calling for, free of charge. They can be reached **Monday through Friday at 1-844-528-6800.** For more information about these services please visit our website or contact SYFS Assistant Director, Meaghan Eiland.

# **CLINICAL CONSULTATION**

Southborough residents wishing to consult a mental health professional for guidance without committing to counseling services at SYFS or elsewhere, are welcome to request a Clinical Consultation with one of our staff. Please call our Assistant Director, Meaghan Eiland, at 508-481-5676 ext 2 and leave a message indicating you would like a Clinical Consultation. Our first available clinician will call you back in 24-72 business hours.

# INDIVIDUAL COUNSELING

Southborough residents of any age may see one of our clinicians for short-term confidential counseling services. Short-term counseling services may be offered under these circumstances:

- As a "bridge service" for residents with time-sensitive or urgent needs waiting to get an appointment with a community behavioral health provider.
- In situations where a clinical assessment is needed to better understand the resident's need and determine what supports are needed.
- For residents with clear short-term goals.
   \*Not all concerns are an appropriate fit for the short-term therapy model SYFS provides.

# Common concerns and goals addressed through the short-term therapy model at SYFS:

- $\circ$   $\;$  Mild to moderate mental health issues including anxiety and depression
- o Relationship concerns: friendship problems, romantic relationship difficulties, family problems

- o Developmental concerns: adjustment to school, life transitions, employment adjustments etc.
- Development related to various dimensions of identity (racial/ethnic, sexual, religious, gender, etc.)
- $\circ$   $\;$  Substance use: mild to moderate alcohol or other drug use/abuse  $\;$
- Academic or vocational concerns: test and performance anxiety, motivation, perfectionism, career indecision

Concerns that <u>may not</u> be appropriate for the short-term therapy model at SYFS and are commonly addressed through referral to an outside provider:

- o long-standing and/or significant depression, mood disorder, or anxiety concerns
- o need for ongoing treatment consistency with no interruption necessary for safety and outcome
- o history of multiple suicide attempts, chronic suicidal thoughts, frequent self-harm behaviors
- o evidence of significant decrease in functioning that requires intensive intervention
- need for specialized services not available at SYFS as indicated by:
  - evidence of significant drug or alcohol problems such as dependence and/or past failed treatments
  - presence of significant or long-standing eating disorder symptoms
  - request for formal psychological assessment and/or evaluation documentation
  - medication evaluation and/or management
  - request for court ordered or mandated treatment or assessment
  - forensic evaluations

\*The above concerns cannot be addressed through short-term therapy models though SYFS clinical staff may see individuals with any of these concerns to manage their symptoms until the individual is able to get an appointment with an outside provider. The priority for individuals experiencing any of these concerns is a referral to an outside provider so that the individual can take part in longer-term uninterrupted therapy.

SYFS clinical staff will work with residents to determine an appropriate direction through the intake process (see "What to Expect" in next section).

### Additional information about SYFS individual counseling services:

- <u>Confidentiality</u>
  - SYFS staff will not disclose your personal information without your expressed written permission unless required by law. If SYFS staff must disclose your personal information without your permission, he/she will only disclose the minimum necessary to satisfy the obligation. However, there are a few exceptions:
    - If you report that another healthcare provider is engaging in inappropriate behavior, SYFS staff may be required to report this information to the appropriate licensing board. Staff will discuss making this report with you first and will only share the minimum information needed while making a report. If staff must share your personal information without getting your permission first, they will only share the minimum information needed.
    - If SYFS staff believes there is a specific, credible threat of harm to someone else, they
      may be required by law or may make their own decision about whether to warn the
      other person and notify law enforcement. The term specific, credible threat is defined
      by state law. Your clinician can explain more if you have questions.

- If SYFS staff has reason to believe a minor, elderly individual, or person with disabilities is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
- If SYFS staff believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, staff will work with you to discuss other options to keep you safe. SYFS staff may speak to emergency personnel.
- Location of appointments:
  - All clients may see a clinician for individual therapy at our office (21 Highland St Southborough).
    - a) Children under 12 years of age must be accompanied to their appointment with a parent/guardian in the waiting room for the duration of their appointment. All minors receiving counseling services must have transportation on site for the duration of their appointment.
  - Our staff cannot conduct home visits.
  - Teletherapy appointments over the phone or on Zoom may be available if in-person appointments are not an option. In-person appointments are encouraged whenever possible and teletherapy appointments are reserved for special circumstances.
  - School-age youth receiving individual counseling services have the following options:
    - b) at school-during the school day appointments (for Southborough public schools only, not including Assabet, requires coordination from school personnel)
    - c) at school-after school appointments (requires coordination from school personnel)
    - d) after school appointments at our office (21 Highland St Southborough)
- Length of counseling sessions:
  - For school-age youth, in-school individual counseling appointments at Finn, Woodward and Neary are generally 30-40 minutes in length.
  - For school-age youth, in-school individual counseling appointments at Trottier are generally
     40 minutes in length as they often coincide with the length of a class period.
  - For school-age youth, in-school individual counseling appointments at Algonquin (for Southborough youth only) are generally 40-50 minutes in length as they coincide with the length of a class period.
  - After school appointments for school-age youth, teletherapy, and <u>all</u> office appointments can run for a minimum of 30 minutes and a max of 50 minutes. Younger clients may respond better to shortened sessions.
- Frequency of counseling sessions:
  - We cannot guarantee sessions on a particular day or particular time of day.
  - Appointments may be made Monday-Friday year-round, except on holidays or during office closures.
  - Late afternoon and evening appointments are available on a limited first-come first-serve basis.
  - $\circ~$  Frequency of individual counseling sessions per week/month is determined between the individual and clinician.
- <u>Total number of individual sessions:</u>

The total number of sessions per individual is time limited. The reason being three-fold:

- SYFS counseling services are goal-oriented. Limiting the number of sessions focuses the work of the client and clinician.
- The availability of SYFS clinical staff is limited during certain times of year.
- In order for SYFS to be responsive to the needs of the entire community and assure frequent openings, clinical services must be time limited for each individual/family.

The total number of sessions is determined by clinical need and the availability of clinical staff at any given time during the year. Former clients wishing to return for subsequent counseling may do so but are subject to clinician's availability and will be added to our wait list, if necessary.

# <u>Counseling goals:</u>

SYFS utilizes treatment plans that outline individualized goals for each client. This is to keep the work focused and to measure progress and a client's responsiveness to counseling. Below are some examples of counseling goals worked on in individual counseling with SYFS clinicians:

- The client will increase coping strategies for stress without the use of substances.
- The client will learn to build positive communication skills.
- The client will take steps to relieve symptoms of depression.

All clients will work on establishing goals and a treatment plan with their clinician and together will continue to assess responsiveness to treatment and evaluate outcomes. Though there is benefit in using counseling to vent frustrations and receive validation, it remains imperative that all clients engage in the goal setting and treatment planning process.

## • <u>Discontinuing services:</u>

Below are reasons individual counseling services may be discontinued

- The individual is responding well to treatment and the individual/family and clinician determine services are no longer needed.
- An appointment has not occurred within a six-week period.
- If a client "no-shows" more than three times (a client has a scheduled appointment with a clinician but does not come to the appointment and does not contact the clinician to cancel/reschedule in advance).
- If a client is having difficulty making progress in any of their goal areas, it may be determined that counseling is not the best tool for them or not an effective tool at the present time.
- Over the course of treatment, it may become evident that a different type of treatment or service would better serve the client.
- The assigned clinician is an advanced graduate level counselor and is finishing their time with the department. All families and individuals will be fully informed of the clinician's timeline with the department at the onset of the relationship.
- Clients have a right to end counseling at any time and as such a client may decide to discontinue services with our department. We encourage all clients to discuss any concerns or decisions regarding termination with their clinician. A client may also request referral support if they would like to continue with treatment elsewhere.
- Appointment Cancellation Policy

Advanced notification of cancellations or changes in client availability allows adequate time for clinicians to adjust their schedules and offer open appointment times to other clients as needed. We ask for 24-hour notice of any appointment cancellations or schedule change requests. Regular attendance is an essential part of successful and effective therapy and assists clients in reaching goals and maintaining gains in treatment. We strongly encourage clients to attend all scheduled appointments. If attendance becomes a persistent issue, the client and therapist will review the circumstances and clinical needs. All options will be considered including continuing treatment, discontinuing services, or referral to a more appropriate provider.

# <u>Crisis Support</u>

We do not provide 24/7 crisis support and do not have on-call services. If urgent or emergency services are required, please contact Psychiatric Emergency Services at 800-640-5432, call 911, or go to your closest emergency room.

• <u>Limitations:</u>

Our resources are limited and so we prioritize circumstances where there are barriers to getting treatment otherwise. Barriers may include difficulty finding local providers that take particular insurance, long wait lists through insurance, inability to afford an ongoing copayment, or lack of transportation to and from appointments. We ask that you try to connect with a counselor through your insurance or contact Interface Referral Service before you contact us about our counseling services. If you encounter any of the above challenges or others, please give us a call. Not all cases will be assigned to an SYFS clinician. If SYFS does not have an opening, clients will be added to a wait list. If SYFS does not provide the most appropriate form of therapy to benefit this client, SYFS staff will offer referral support to connect this client with an outside provider. SYFS does not provide individual counseling services to non-Southborough residents.

#### <u>Staffing:</u>

All mental health support services are staffed by licensed mental health providers or by advanced graduate-level clinicians participating in internships under the supervision of our licensed staff. The internship is a work-related learning experience to gain experience in the counseling occupation. All graduate-level clinicians work under the supervision and direction of Director and Licensed Mental Health Counselor, Sarah Cassell or Assistant Director and Licensed Mental Health Counselor, Meaghan Eiland. They can be contacted at any time with concerns or questions in regards to the services rendered.

<u>Record Keeping:</u>

SYFS staff are required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.

### <u>Communication:</u>

You decide how to communicate with your Provider outside of your sessions. You have several options:

#### • Texting/Email

Texting and email are not secure methods of communication and should not be used to communicate personal information. Confidentiality cannot guaranteed. The MA Attorney General considers SYFS staff email to be public record. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method. SYFS staff will only respond to emails received from the email address provided on the Client Contact form. Risks of using text/email

For the ease of communication, you may wish to communicate by text/email. Transmitting information this way poses several risks and you should not agree to communicate with SYFS staff via text/email without understanding and accepting these risks. The risks include, but are not limited to, the following:

- The privacy and security of text/email communication cannot be guaranteed.
- Text/Email senders can misaddress, resulting in it being sent to many unintended recipients.
- Employers/online services may have a legal right to inspect and keep texts/emails that pass through their system.
- Even after deletion of the text/email, back-up copies may exist on a computer/phone.
- Text/Email is easier to falsify than signed hard copies. In addition, it is impossible to verify the true identity of the sender, or to ensure that only the recipient can read the text/email.

- Texts/Emails can introduce viruses, generally damage, or disrupt the computer/phone.
- Text/Email can be used as evidence in court.

#### Conditions of using text/email

Our office will use reasonable means to protect the security and confidentiality of text/email information sent and received—however, we cannot guarantee the security of text/email communication. Thus, clients must consent to the use of text/email for client information and communication. Consent to use text/email includes agreement with the following conditions: • Texts/Emails to or from the client concerning treatment may be printed in full and made part of the client's record. Because they are part of the record, authorized individuals will have access the text/email.

• Our office may forward texts/emails internally to those involved, as necessary, for healthcare operations and other handling. Our therapists will not forward emails to independent third parties without the client's prior written consent, except as authorized or required by law.

• Although our office will endeavor to read and respond promptly to all texts/emails from clients, it is not guarantee that any particular text/email will be read and responded to within any particular period of time. The patient should not use text/email for medical emergencies or other time- sensitive matters.

• If your text/email invites a response from the therapist and a response is not received within a reasonable time period, it is your responsibility to follow up.

• SYFS staff are not responsible for information loss due to technical failures associated with your text/email software or internet service provider.

#### Instructions for communication by text/email

To communicate by text/email:

- Limit or avoid using an employer's or other third party's computer/phone.
- Inform the therapist of any changes in your phone number/email address.
- Take precautions to preserve the confidentiality of texts/emails, such as using screen savers and safeguarding phone/computer passwords.

• Should you require immediate assistance or have serious or worsening condition, do not rely on text/email. Instead, call the therapist's office for an appointment or take other measures as appropriate.

#### Secure Communication

Secure communications are the best way to communicate personal information, though no method is entirely without risk. Phone calls, voicemails left with specific SYFS staff members, fax, and mail are more secure methods of communication. The SYFS staff will discuss options available to you. If you decide to be contacted via non-secure methods, this will be documented in your record at the point of first contact.

#### Social Media/Review Websites

If you try to communicate with SYFS staff via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.

SYFS staff may publish content on various social media websites or blogs. There is no
expectation that you will follow, comment on, or otherwise engage with any content. If you do
choose to follow your Provider on any platform, they will not follow you back.

• If you choose to leave a review of your Provider on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.

#### What to Expect:

Before calling SYFS to express interest in our individual counseling services please read this document in its entirety so you will know what to expect out of our services. If you experience barriers and feel you would like to move forward with receiving counseling services through our office, please contact our Assistant Director, Meaghan Eiland, at our office at 508-481-5676 extension 2.

#### Flow of Service Delivery

- 1. Call SYFS extension 2 and leave a message for Assistant Director, Meaghan Eiland, indicating your interest in our individual counseling services for you or a family member. Please do not email.
- 2. Our goal is to return your call within 24-48 <u>business</u> hours to complete a brief **Initial Screening** over the phone. This will include information about presenting concerns, goals for treatment, barriers to treatment, contact information, and scheduling.
- 3. In most cases, we encourage residents to start by contacting Interface Referral Service to employ their assistance with finding a community mental health provider. If the need is urgent or time-sensitive, a resident will likely be referred to one of our clinicians to receive short-term "bridge service" until that resident gets an appointment with a provider they feel is a good match. If at the time of the Initial Screening, it is clear that treatment goals are appropriate for short-term work, a resident may be referred to an SYFS clinician for short-term work without a referral to Interface. If at the time of the Initial Screening, it is unclear what services are needed, a resident may be referred to an SYFS clinician for short-term work without a referral to an SYFS clinician for short-term work without a referred to an SYFS clinician for an Assessment (see item #4).
- 4. All counseling services at SYFS begin with a 2-6 week Assessment period, or information gathering phase. Sessions will include meetings with the individual and may include gathering information from family, collateral contacts, and observation (with expressed written permission from the client/family). These sessions are intended to determine the individual's overall well-being and baseline functioning, further evaluate the individual's reason for seeking services and consideration of goals, evaluate the impact the difficulties are having on a client's life, and assessing the client's initial responsiveness to treatment. At the conclusion of the Assessment, SYFS clinicians may recommend a referral to a community mental health provider for longer-term support, a different type of support, the development of a treatment plan for short-term work with that provider or determine that the resident does not need counseling services at this time.
- 5. If short-term counseling is recommended following the conclusion of the **Assessment**, the resident and clinician together will develop a **Treatment Plan**, which will outline goals, objectives and strategies to work on. **Treatment Plans** are reviewed every 3 months and amended as needed.

### THERAPEUTIC GROUPS AND WORKSHOPS

Please see our website for more information on our current therapeutic group and workshop offerings under "Mental Health Support and Therapy Referral Services." These groups and workshops are for Southborough residents unless otherwise noted.

### SUBSTANCE USE DIVERSION PROGRAM

Southborough Youth and Family Services (SYFS) offers a Substance Use Diversion (SUD) Program for Southborough youth age 14-18 years old with emerging drug and alcohol concerns. The goal of this program is to offer support and treatment to alter the course of future prosecution or disciplinary action. Participants must have a referral from Algonquin Regional High School or Southborough Police to enroll in the program.

# Notice of Policies and Practices to Protect the Privacy of Your Health Information THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"), and regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by sending a copy to you in the mail upon request or providing one to you at your next appointment.

Although the HIPAA act is over 200 pages long, most of it is applicable to hospitals, insurance companies, etc. There are no substantive changes to the highest level of confidentiality, as this is the foundation of our counseling practice within the town of Southborough. However, federal law mandates that all clients be given the following information and acknowledge that this has been done.

### <u>Terms:</u>

- <u>Protected Health Information (PHI)-</u> refers to information in your health record that could identify you.
- <u>"Use" of PHI-</u> applies only to activities within our office, such as sharing, applying, utilizing, examining, and analyzing information that identifies you. An example of this would be a SYFS clinician meeting with their supervisor about a case to ensure best practices.
- <u>"Disclosure" of PHI-</u> applies to activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties. An example of this would be consulting with another health care provider, such as your family physician.
- <u>Consent/Authorization</u>- refers to written permission given by the client or parent/guardian of client if he/she is under the age of 18. Consent/Authorization to disclose information is given through the completion of our *Authorization to Disclose PHI* form.
- <u>Progress Notes-</u> notes made during a private, group, joint, or family counseling session. These notes are given a greater degree of protection than PHI.

Uses and Disclosures requiring Consent/Authorization:

In general, the confidentiality of all communications between a client and a clinical mental health practitioner are protected by law, and we can only release information about our work to others with written permission from the client. The client must complete a *Release of Information* form. We do not respect blanket general medical releases. Authorization must be specifically related to your treatment here.

What you should know:

• <u>Within SYFS</u>

Your PHI may be used and disclosed for the purpose of providing, coordinating, or managing your treatment and related services at SYFS, specifically including consultation with clinical supervisors or other treatment team members within the agency.

• <u>Minors</u>

Use and disclosure may include consultation with parents/guardians. With parent/guardian consent, this may also include consultation with applicable school personnel.

- <u>Coordinate services with outside professionals</u>
   If a client would like their counselor to be in contact with their primary care physician, a specialist, or a previous counselor, they must complete a Release of Information form or have their parent/guardian do so if they are under the age of 18.
- Judicial or Administrative Proceedings

If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and we will not release information without written authorization from you or your legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.

• <u>By law</u>

Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

You may revoke all such authorizations (of PHI or Progress notes) at any time, provided each revocation is in writing.

# Uses and Disclosures NOT requiring Consent/Authorization:

Southborough Youth & Family Services may use or disclose PHI without your consent or authorization in the following circumstances:

# Danger to Self

If we believe a client is in danger of harming him/herself, we may be required to seek hospitalization for the client, or to contact family members who can help provide protection.

<u>Abuse or Neglect of a child, elder, or person with a disability</u>.
 As mandated reporters, we must disclose your PHI to a state or local agencies authorized by law to receive reports of abuse or neglect of vulnerable populations.

## • Public Safety.

We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization.

- <u>Medical Emergencies</u>. We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm.
- <u>Law Enforcement</u>. We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena, court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

### Your Rights as a Client

<u>Right of Access to Inspect and Copy</u>

You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a "designated record set". A designated record set contains progress notes and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained progress notes. We may charge a reasonable, cost-based fee for copies.

• <u>Right to Amend</u>

If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact the Privacy Officer, Sarah Cassell, Director of Southborough Youth and Family Services, if you have any questions.

- <u>Right to an Accounting of Disclosures</u> You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- <u>Right to Request Restrictions</u> You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, or health care operations. We are not required to agree to your request.
- <u>Right to Request Confidential Communication</u>
   You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests.
- <u>Breach Notification</u> If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- <u>Right to a Copy of this Notice</u>

You have the right to a copy of this notice.

You have the above rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to our Privacy Officer, Sarah Cassell, at 17 Common Street, Southborough, MA, 01772.

# Mental Health Counselor and Psychologist Duties

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide individuals with a revised notice.

# Questions, Concerns, and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact Sarah Cassell, LMHC Director of Southborough Youth & Family Services and Privacy and Compliance Manager. If you believe that your privacy rights have been violated and wish to file a complaint with *our* office, you may send your written complaint to Mrs. Cassell c/o Southborough Youth & Family Services 17 Common St Southborough, MA 01772.

### **Client's Bill of Rights**

As a client, you have a right to:

- 1. Receive considerate, safe, and respectful care.
- 2. Participate voluntarily in and consent to treatment.
- 3. Be treated in a manner which is ethical and free from abuse, discrimination, mistreatment, and/or exploitation.
- 4. Be treated by staff who are sensitive to one's cultural background.
- 5. Request and receive full information about the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization, and limitations.
- 6. Participate in developing an individual plan of treatment and evaluate progress with your therapist.
- 7. Receive an explanation of services in accordance with the treatment plan.
- 8. Ask questions about counseling techniques, including potential risks and benefits.
- 9. Request additional opinions from other mental health assessment professionals.
- 10. Know the limitations of confidentiality and the circumstances in which a therapist is legally required to disclose information to others.
- 11. Request and receive a summary of your file, including the diagnosis, your progress, and type of treatment.
- 12. Terminate counseling at any time or request referral support to continue treatment elsewhere.
- 13. Share any concerns or complaints you may regarding a provider's conduct with the appropriate supervisor and professional counseling organization or licensure board.

# Tele-mental Health (TMH) Policy

Tele-mental health therapy includes the practice of health care including diagnosis, treatment, consultation, and education using HIPAA compliant interactive video.

You have the following rights with respect to tele-mental health:

- 1. You have the right to refuse TMH at any time without affecting your right to future care or treatment.
- 2. The laws that protect the confidentiality of medical information also apply to telehealth and the information disclosed by you in therapy is confidential with exception of the mandatory reporting laws that include but are not limited to: child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim, imminent risk of harm to yourself, and if your mental or emotional state is an issue in a legal proceeding. Your therapist might discuss your therapy with a consultant.
- 3. The dissemination of any personally identifiable images or information from your telehealth interaction shall not occur without your written consent.
- 4. TMH sessions are not recorded; a separate written approval and consent is needed in order to videotape a session.
- 5. There are risks from TMH that may include but are not limited to: the possibility, despite all reasonable efforts by your provider, that the transmission of medical information could be disrupted or distorted by technical failures; the transmission of your medical information could be interrupted by unauthorized persons; the electronic storage of your medical information could be accessed by unauthorized persons; and/or misunderstandings may occur more easily.
- 6. Though there is empirical evidence supporting the efficacy of TMH, it may not yield the same results as face-to-face services.
- 7. You will be required to provide a phone number for follow-up contact should a technical failure occur.
- 8. You will be required to provide the phone number for an emergency contact, and give consent for that person to be called if deemed necessary.
- 9. You have access to your medical information and copies of your medical records in accordance with Massachusetts laws.
- 10. You are responsible for: a) providing the necessary computer, telecommunications equipment and internet access for your teletherapy sessions, b) ensuring security on your computer, and c) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your teletherapy session.

You may revoke this authorization at any time by giving your written notice. You may specify the date, event or condition on which this consent expires. If none is stated, and if no prior notice of revocation is received, your consent will expire one year after the date it was initiated.

#### Tele-mental Health (TMH) Policy for Group Therapy

Tele-mental health therapy includes the practice of health care including diagnosis, treatment, consultation, and education using HIPAA compliant interactive video.

You have the following rights with respect to tele-mental health:

- 1. You have the right to refuse TMH at any time without affecting your right to future care or treatment.
- 2. The laws that protect the confidentiality of medical information also apply to telehealth and the information disclosed by you in therapy is confidential with exception of the mandatory reporting laws that include but are not limited to: child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim, imminent risk of harm to yourself, and if your mental or emotional state is an issue in a legal proceeding. Your therapist might discuss your therapy with a consultant.
- 3. The dissemination of any personally identifiable images or information from your telehealth interaction shall not occur without your written consent.
- 4. TMH sessions are not being recorded, and separate written approval and consent is needed in order to videotape a session.
- 5. There are risks from TMH that may include but are not limited to: the possibility, despite all reasonable efforts by your provider, that the transmission of medical information could be disrupted or distorted by technical failures; the transmission of your medical information could be interrupted by unauthorized persons; the electronic storage of your medical information could be accessed by unauthorized persons; and/or misunderstandings may occur more easily.
- 6. Though there is empirical evidence supporting the efficacy of TMH, it may not yield the same results as face-to-face services.
- 7. You will be required to provide a phone number for follow-up contact should a technical failure occur.
- 8. You will be required to provide the phone number for an emergency contact, and give consent for that person to be called if deemed necessary.
- 9. You have access to your medical information and copies of your medical records in accordance with MA laws.
- 10. You are responsible for: a) providing the necessary computer, telecommunications equipment and internet access for your teletherapy sessions, b) ensuring security on your computer, and c) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your teletherapy session.
- 11. To maintain confidentiality, you will not share the group teletherapy link with anyone unauthorized to attend the group. You will not record or photograph any part of the group or the group members, or allow anyone into your room while the group is in session.
- 12. You may learn the full names of group members due to their name being listed on the video. You agree not to seek out any information about group members, nor contact them outside of group if this is against the specific group agreements.
- 13. You need to be in a location free of disruptions, where you are alone and can speak freely where others will not see the screen, or hear the conversations of the group. This may include using headphones if necessary.
- 14. If you are at a different location than provided in your emergency contact information, then you will inform the group leader in advance of your new location and emergency contact person.

You may revoke this authorization at any time by giving your written notice. You may specify the date, event or condition on which this consent expires. If none is stated, and if no prior notice of revocation is received, your consent will expire one year after the date it was initiated. This form is called a Consent for Services. The SYFS clinician you are working with has asked you to read all the Consent Policies outlined above and e-sign this Consent before you/your family member starts therapy. Please review the information. If you have any questions, contact the SYFS staff member you are working with.

By signing this document:

• I acknowledge that I have reviewed the Southborough Youth and Family Services' "Scope of Clinical Services" and understand and agreed to the policies outlined.

• I acknowledge that I have read and fully understand the risks associated with the communication of email and text. I have reviewed these risks with SYFS staff and have shared my communication preferences with SYFS staff at the point of first contact on their Triage Form which will be recorded in my file. What is written on the Triage Form, is what I have agreed to for methods of communication. I acknowledge SYFS staff's right to, upon the provision of written notice, withdraw the option of communicating through email. Any questions I may have had were answered.

• I acknowledge that I have reviewed the Southborough Youth and Family Services' "Notice of Privacy Practices and Policies" with the effective date of September 2016. I have reviewed the information and understand the policies outlined.

• I acknowledge that I have reviewed the "Client's Bill of Rights" and understand the statements included.

• I acknowledge that I have reviewed the "Tele-Mental Health (TMH) Informed Consent" policy, that I agree to the conditions outlined in the policy, and give SYFS permission to use TMH as an option for appointments. I understand that SYFS may also conduct appointments over the phone with myself/my child when in-person or TMH appointments are not available.

• I acknowledge that I have reviewed the Southborough Youth and Family Services' "Tele-Mental Health Informed Consent for Group Therapy" policy. I have reviewed the information and agree to its conditions.

• I acknowledge that I/my child may receive clinical services from a graduate-level counselor that is in his/her internship program, in graduate school (master's level). The internship is a work-related learning experience to gain experience in the counseling occupation. I have been informed that the graduate-level clinician is working under the supervision and direction of Director and Licensed Mental Health Counselor, Sarah Cassell or Assistant Director and Licensed Mental Health Counselor, Sarah Cassell or Assistant Director and Licensed Mental Health Counselor, Sarah Cassell or Assistant Director and Licensed Mental Health Counselor, Sarah Cassell or Assistant Director and Licensed Mental Health Counselor, Meaghan Eiland, and that they can be contacted at any time with concerns or questions in regards to the services rendered.

• I acknowledge that if I am looking for mental health support for my child, I am giving permission for my child to receive services from Southborough Youth and Family Services. This includes consent for my information to be shared with a clinical supervisor to ensure best practices.

• I voluntarily agree to assume all of the forgoing risks outlined and accept sole responsibility for any injury or consequence to my child(ren) or myself including, but not limited to, personal injury, disability, illness, death, damage, loss, claim, liability, or expense of any kind, that myself and/or my child(ren) may experience or incur in connection with myself and/or my child(ren)'s attendance at the Southborough Youth and Family Services Department programs or services.