

Create • Explore • Transform Lisa Lounsbury MA, LMFT, ATR-BC Licensed Marriage & Family Therapist Board Certified Art Therapist

Informed Consent

Executive Director

1. Our Approach, Benefits & Risks, & Compatibility

The Art Lab Rx Therapists' approach is strength-based, goal-oriented, and integrative using Art Therapy, traditional talk therapy, Positive Psychology and Adlerian Psychotherapy.

Psychotherapy has both benefits and risks. Benefits may include feeling calmer, less stressed, improved relationships, resolution of a specific problem(s), and increased life satisfaction. Risks can include increased levels of uncomfortable feelings when recalling unpleasant aspects of your history.

Psychotherapy can involve a significant investment of time, energy, and money so it is important that you are comfortable working with your therapist. If you decide you do not want to continue in therapy with us, we can refer you to another therapist. Your treatment is voluntary and you may discontinue it at any time for any reason.

2. Office Hours, Appointments, & Contact Information

Office Hours – Monday through Thursday 9:00am – 5:00pm excluding Holidays. Appointments – Typically scheduled for 45-50 minutes.

- Email: ArtLabRx@gmail.com
- Via website: <u>www.ArtLabRx.com/contact-us/</u>
- Phone: 612-226-5472

Your therapist will give adequate notice prior to being away from the office due to vacations, holidays and/or professional conferences.

In the event of a crisis or emergency please call:

- 911 or one of the following...
- First Call for Help at 211 or 651-291-0211
- Crisis Connection at 612-379-6363
- Hennepin County Suicide Hotline at 612-873-2222
- Go to the closest emergency room

We at Art Lab Rx will provide counseling in a crisis situation at the earliest available appointment. Call 612-226-5472.

Informed Consent Page 2 of 7

3. Cancellations and Missed Appointments

Please cancel at least one business day (24 hours) in advance. You will be allowed one free late-notice cancellation or no show. Any additional no shows or same-day cancellations will be charged a fee of \$75 to be paid on the subsequent visit.

Because we schedule sessions on a customized repeating weekly basis, you are solely responsible for keeping track of your appointment(s).

4. Service Fees/Self Pay

We accept self-payment to ensure the highest level of confidentiality and privacy.

Intake appointment	(60-75 minutes)	\$145
Individual/Couple session	(45-50 minutes)	\$110
Family therapy session	(45-50 minutes)	\$130

Reduced fees may be available upon request based on financial hardship.

5. Payment Policy

Payment is due at the end of each session unless other arrangements have been made or services are contracted through a treatment facility. We accept cash, HSA cards, and credit/debit cards (Visa, Mastercard, Discover, and American Express). Receipts will be provided by request.

6. Notice of Privacy Practice

Issues discussed in therapy are legally protected as both confidential and privileged. However, there are limits to the privilege of confidentiality. These situations include: 1) Suspected abuse or neglect of any child, elderly person, or a disabled person; 2) When your therapist determines that you are in danger of harming yourself, or you are unable to care for yourself; 3) If you report that you intend to physically injure a specific, identifiable person(s), the law requires a therapist to inform that person(s) as well as the legal authorities; 4) If there is a court order to release your information; 5) If a licensing board subpoenas records that are relevant to an investigation; 6) When there is a written release signed by you (client) or your parent/guardian (if a minor) to share, obtain, or exchange information about you; 7) When consulting with another professional to improve service, or to clarify ethical or legal dilemmas, but only to the extent necessary to achieve the purposes of the consultation without disclosing your identity or other confidential information about you; and 8) When otherwise required by law.

7. Record Keeping

The Minnesota government passed an amendment to Minnesota Statutes 2014, section 62J.495, subdivision 1 that individual health care providers in private

Informed Consent Page 3 of 7

practice with no other providers are exempt from using an electronic health record system. Therefore, Art Lab Rx Therapists use handwritten paper charts to ensure greater confidentiality and privacy of your information. Your clinical chart is maintained describing your condition and your treatment and progress in treatment, dates of and fees for sessions, and notes describing each therapy session. Your records will not be released without your written permission, unless in those situations as outlined in the Notice of Privacy Practice section above. Your clinical chart is kept in a locked file cabinet which is behind a locked door.

While your clinical chart is paper, the scheduling system is electronic with your first name, last initial, and your appointment date and time. If you feel that the electronic schedule violates your privacy and confidentiality, please notify your therapist and they will find alternative options.

By law, records must be kept for seven (7) years after your last date of service, or seven (7) years after your 18th birthday, if a minor. You are entitled to receive a copy of your records provided you submit a written request. A fee of \$1.00 per page and postage may be charged in accordance with MN Statute 144.292. Certain restrictions in regards to sharing the records may apply as per MN Statute 144.292 and Federal Rule 45CFR164.524. In the case of couples and family therapy, records or information cannot be released without the written consent of ALL parties present for or participating in treatment.

8. Termination and File Closure

The decision to terminate your therapy sessions belongs to you and/or at the therapist's recommendation when your treatment goals are reached. If termination occurs before adequate treatment has been achieved, you will be given referrals to other providers or you may choose to find a therapist on your own.

There are a few exceptions where therapy may be terminated. Examples include, but are not limited to: 1) If we are unable to help you because your needs are outside the scope of practice for our therapists. If so, you will be informed of this and given referral to another therapist who may better meet your needs; 2) If attendance is an issue: two or more instances of either no-shows, or late cancellations, chronic rescheduling, tardiness, etc.; 3) Failure to pay for services rendered; 4) When it is reasonably clear that the treatment no longer serves your needs and interests; and 5) If you do violence, destroy property, threaten, verbally, physically, or sexually harass or assault anyone at Art Lab Rx, including your therapist, we reserve the right to immediately terminate your treatment. If you are terminated from treatment for any of these reasons, you will be given a referral to

Informed Consent Page 4 of 7

another source of care but we cannot guarantee that they will accept you for therapy.

If you are in an active phase of treatment and you have not scheduled an appointment for over 30 days since your last appointment, we will send you a follow-up letter asking you to respond in 10 business days to schedule your next appointment. If you do not respond within that time frame, it will be assumed that you have chosen to discontinue treatment. You will then be discharged and services will be terminated. You can return in the future, however, future services cannot be guaranteed and will be based on availability.

9. Boundaries, Communications, and Media Policy

Therapeutic touch is not used in this practice. A handshake is a socially acceptable way of saying hello, thank you, or goodbye but that is determined by you as the client. This may be discussed during the intake interview.

Please be aware that email and text messages are not completely secure and can be intercepted. Therefore, keep your communications to your therapist general, brief, and related to scheduling matters only. Everything that you email will be printed out and will become a part of your client file. We will not sell your information nor will you be added to any mailing list.

There will be no video or audio recording of our meetings or any phone conversations. All of our discussions are private and confidential.

Art Lab Rx Therapists do not accept gifts, invitations to weddings, birthdays, graduations, and other events as this would blur the boundaries of the therapeutic relationship. Additionally, if we run into each other in the community we will not acknowledge you to protect your confidentiality. However, it would be acceptable if you choose to acknowledge your therapist.

In order to ensure your confidentiality and privacy, and to uphold the boundaries of the therapeutic relationship, it is not appropriate for Art Lab Rx Therapists to accept "friend" requests or other connections on social media platforms such as Facebook, LinkedIn, Instagram, and Twitter.

It is not a regular part of our practice to search for clients on social media, Google or other search engines. A rare exception may be made during times of crisis or emergency. Informed Consent Page 5 of 7

<u>10. Complaints</u>

If you have a complaint about your treatment, your therapist, any office policy, or the condition of the facility or parking, please inform us immediately and discuss the situation. If you do not feel the complaint has been resolved, you may file a complaint to the Board of Marriage and Family Therapy, 2829 University Avenue SE, Suite 400, Minneapolis, MN 55414; phone 612-617-2220, or the Art Therapy Credentials Board, 7 Terrace Way, Greensboro, North Carolina 27403; phone (877) 213-2822.

11. Teletherapy Mental Health Services

Art Lab Rx provides Teletherapy Art Therapy through encrypted electronic means that are HIPAA compliant. If you'd like to read the official definition based on Minnesota Legislature, here is MN Statute Sec 256B.0625, subdivision 3b or 147.033: "Telemedicine" means the delivery of health care services or consultations while the patient is at an originating site and the licensed health care provider is at a distant site. A communication between licensed health care providers that consists solely of a telephone conversation, e-mail, or facsimile transmission does not constitute telemedicine consultations or services. A communication between a licensed health care provider and a patient that consists solely of an e-mail or facsimile transmission does not constitute telemedicine consultations or services. Telemedicine may be provided by means of real-time two-way, interactive audio and visual communications, including the application of secure video conferencing or store-and-forward technology to provide or support health care delivery, which facilitate the assessment, diagnosis, consultation, treatment, education, and care management of a patient's health care.

Telemedicine, or telehealth, are remote health care services for a variety of health conditions. Teletherapy services focus on treatment of mental health conditions.

I understand I have the following rights with respect to teletherapy:

- The laws that protect the confidentiality of my personal information also apply to teletherapy. As such, I understand that the information released by me during the course of my therapy sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, which are discussed in detail in item 6 of this document "Notice of Privacy Practice."
- I understand there are risks and consequences from teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of Art Lab Rx that: the transmission of my information could be interrupted or distorted by technical failures and/or the transmission of my personal information could be interrupted by unauthorized persons. I understand that I am responsible for providing the necessary computer telecommunications equipment and internet access for my teletherapy sessions, securing the information on my computer, and arranging a location with sufficient lighting

Informed Consent Page 6 of 7

and privacy that is free from distractions or intrusions for my teletherapy session.

Although we will be using encrypted software, we cannot guarantee total privacy and security. It is possible for there to be a breach in confidentiality by hackers or if nonsecure devices fall into the wrong hands. As such, you will be using teletherapy at your own risk. There will be no audio or video recording of any sessions.

We recommended that you take these additional precautions:

- Use a private computer with a firewall to strengthen your privacy and security.
- Do not share or authorize other people to use your username and password.

Recommendations:

- Meet in a private space.
- Wear headphones during the session, if possible.
- Place something that creates white noise outside your door (fan or sound machine,etc).

How Art Therapy Works in Teletherapy

Art therapy, with a Registered Art Therapist, through Teletherapy Mental Health Services is done by sharing images along with written and visual journaling entries that are created during and in between sessions.

You and your therapist will discuss available art materials to use during session and on your own at home.

Instructions for Signature Page

All clients will need to have a signed consent form on file at Art Lab Rx to receive services. A legal guardian is required to sign the consent form for clients under the age of 18.

- Please read, initial, and sign the following *Signature for Informed Consent to Provide Teletherapy Services*.
- Then scan or photograph the signed document and save to your laptop or smartphone.
- You will upload the documents onto a secure, HIPAA compliant site during your first session where your therapist will review the form with you and answer any questions.



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Signature for Informed Consent to provide Teletherapy Services

As the client, I accept, understand, and agree to abide by the contents and terms of this Informed Consent by Art Lab Rx and further consent to participate in evaluation and/or treatment by one of the trained therapists on the Art Lab Rx team. I understand that I may withdraw from treatment at any time for any reason.

HIPAA & Client Bill of Rights

(initial) I acknowledge that I have read and understood the **Notice of Privacy Practice/HIPAA** that is available for me to download from the website.

(initial) I acknowledge that I have read and understood the **Client Bill of Rights**. I further acknowledge that this document is available on the website.

Consent for Treatment

By signing below, you are stating that you have read and understood this policy statement AND you have had your questions answered to your satisfaction.

This policy is subject to change. You will be provided a 30 days' written notice of any changes.

Client Signature:	
Date:	

Parent/Guardian Signature: _	
Date:	

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