



MINDFULNESS MENTAL HEALTH SERVICES LLC

Mindfulness Mental Health Services LLC
2206 Old Emmorton Road, Ste 100 #307
Bel Air, MD 21015-6106

410-671-0865
Fax: 888-278-1472

mindfulness4mentalhealth@gmail.com
<https://mindfulnessmentalhealth.org>

SERVICES AGREEMENT

Thank you for choosing Mindfulness Mental Health Services LLC ("MMHS") for your mental health care. MMHS appreciates the opportunity to provide you with mental health therapy. At all times it is important that you have a clear understanding of why you are receiving services, and how we are attempting to assist you in your mental health care. If you are uncertain about this, you are encouraged to ask for clarification.

This Services Agreement explains the office policies, procedures, and practices. Please read it carefully and let me know if you have any questions. At the end of this handout, you are asked to sign it, indicating that you have read, understand and accept this agreement and the other documents MMHS has included with it. Although it might seem like a lot of information, it is very important that you read this and any other handouts included so we can discuss questions you might have.

You can revoke this Services Agreement in writing at any time. Generally, MMHS will consider your written revocation request as binding except in a few circumstances. These are (1) if MMHS has taken action in reliance on the agreement and (2) you have not satisfied financial obligations you have incurred with MMHS.

MMHS reserves the right to change the practices described or terms of this Services Agreement at any time. If changed, you may receive the new Services Agreement by calling and asking for it or emailing me a request. An electronic version of the notice is available at <https://mindfulnessmentalhealth.org>.

Patient's Rights

- You have the right to refuse treatment.
- You have the right to confidentiality. There are exceptions for the reporting of abuse as required by law, dangerousness to self or others, or grave disability. Please see the "Notice of Privacy Practices" ("NPP").
- You have the right to raise questions about my mental health approach or your progress at any time.

MENTAL HEALTH SERVICES

MMHS has provided you with information about the Health Insurance Portability and Accountability Act ("HIPAA"). This is a federal law that provides you with certain rights and protections for your Protected Health Information ("PHI"). It is important for you to know how your health information can be disclosed or used for the purpose of treatment, payment, and health care operations. MMHS has also provided you with a separate NPP, which tells you, more about your privacy rights. That form explains in detail what HIPAA is and how it applies to your health information.

PAYMENT POLICIES AND FEES

Payment in full is due at the time of service unless other arrangements have been made with MMHS ahead of time, please pay at time of service and MMHS will give you a receipt or you can view your receipt through your Client Portal. Payments can be made via credit card through Simple Practice from your Client Portal. MMHS accepts payments via cash, credit cards (Visa, MasterCard, Discover, and American Express), Apple/Android/Samsung Pay (and other NFC mobile / contactless payments), and EMV chip cards.

Fee Schedule

Individual Sessions (50-60 mins) - **\$150**
Couple Sessions (50-60 mins) - **\$200**

CANCELLATION POLICY

Less than 24 hours notice of a cancellation or not showing for a scheduled appointment will result in being charged a fee no more than the full rate for the time reserved.

LENGTH AND FREQUENCY OF APPOINTMENTS, LATE POLICY

It is necessary to start and end on time. I will do all that is possible to keep appointments on schedule. In the event that you are late for an appointment, please note that we may not be able to run over your scheduled time. Meetings may be once a week or less frequently depending on your individual needs.

EMERGENCIES

Emergencies may arise from time to time. Barbara Rene-Darbouze's voicemail has instructions on how to page him. If for any reason, you do not get a call back and you need to speak with a professional right away, please call the Crisis Hotline at 988. If this is a medical emergency call 911 immediately or go to the nearest hospital Emergency Room.

TREATMENT APPROACH

The first appointment is an opportunity for us to evaluate if we will continue a working relationship. Neither of us is under any obligation to do so. If I feel that we will not be able to work together effectively or if you would prefer not to continue in treatment, I will do my best to refer you to other qualified professionals.

Treatment is generally terminated when we mutually agree that sufficient progress has been made towards your goals. You are under no obligation to continue treatment if you are dissatisfied or do not feel your treatment is effective. Please feel free to discuss any concerns you have about terminating treatment.

PROFESSIONAL RECORDS

MMHS keeps a record of the health care services provided to you. You may ask to see and copy that record. You may also ask to correct that record. The content of all sessions and your medical records are confidential. Your medical record may contain information regarding HIV/AIDS, substance abuse, mental health, sexually transmitted diseases, or other sensitive information. MMHS will not disclose your record to others unless you direct us to do so or unless the law authorizes or compels us to do so. If patient information is transferred or stored electronically, it will be encrypted to protect privacy. Patient records will be kept in a locked filing cabinet when not in use, or in an electronic health record (EHR) system. MMHS' EHR meets or exceeds all HIPAA and HHS certification requirements, as well as other state and federal regulations. MMHS is required by law to report any breach of PHI.

What is a Breach? The HITECH Act added a requirement to HIPAA that medical providers must give notice to patients and to the U.S. Department of Health and Human Services (HHS) if they discover that "unsecured" PHI has been breached. A "breach" is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee of MMHS. PHI is "unsecured" if it is not encrypted to government standards. When MMHS becomes aware of or suspects a breach, MMHS will conduct a Risk Assessment. MMHS will keep a written record of that Risk Assessment. Unless MMHS determines that there is a low probability that PHI has been compromised, MMHS will give notice of the breach. After any breach, particularly one that requires notice, MMHS will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

Although your health care records in our office are our physical property, the information belongs to you. You may request access to your medical record file, billing records, and other records used to make decisions about your treatment and payment for your treatment. You can read your records, and if you want a copy we can make one for you (but we may charge you for the costs of copying and mailing, if you want it mailed to you).

Under limited circumstances, MMHS may deny you access to a portion of your records. If you want to access your records, you provide a written record request to the Office address above. If you request copies, you may be charged for the reasonable cost of the copy. MMHS will also charge you for postage costs, if you request that copies be mailed to you.

INTERNET CONFIDENTIALITY

The Internet is not a totally secure medium for purposes of transmitting confidential information. Mental health advice will not normally be provided via the Internet, and any inquiry or contact with my office via the Internet should not be considered a substitute for telephonic, written, or in-person communication. client realizes and agrees that he/she may be compromising confidentiality if he/she uses such means of communication. Clients with mental health inquiries are requested to contact my office by telephone, in writing, or secure messaging. If you are a patient, because you have chosen to communicate PHI by e-mail, you are consenting to associated e-mail risks. Again, please note that e-mail is not secure and MMHS cannot guarantee that information transmitted will remain confidential. Please do not send personal or confidential information over e-mails.

MMHS offers a secure, HIPPA-compliant, way for you to view parts of your (child's) records upon request. Secure client portals do have certain risks. In order to manage these risks, there are certain conditions of participation. Simple Practice client portal is an easy-to-use Internet service that provides you quick and secure online access to your clinic health information, scheduling, appointment reminders, and secure online messaging from anywhere at any time

How to participate in the client portal

The client portal occurs via a website hosted by our electronic health record system. Once you agree to and sign, you will be sent a welcome e-mail, which will give you a user name and password to sign in. Because of the security of the website, all information passing between the EHR and your computer is encrypted so that it remains secure.

Protecting your private health information and risks

The security of the client portal requires two things: the correct e-mail address and the correct person (or person authorized by that individual) having access to the e-mail. These two factors are the responsibility of the client. Please notify our office or the client portal any time you change your e-mail address. You must also be very careful to keep track of who has access to your e-mail account so only you or someone designated by you can view your portal messages. If you have any concern that someone else has your password, contact our office and we will issue you a new password. We understand the importance of privacy in client care and will continue to strive to make all information as confidential as possible. We will never sell or give away any private information, including your e-mail address.

Conditions of participation in the portal

Access to and participation in the portal is optional and does not affect the care you will receive at MMHS. Therefore, we reserve the right to suspend or terminate this service at any time or for any reason. If we do terminate this service, we will notify you as promptly as possible. You also agree to not hold MMHS or any of its staff liable for any network infractions beyond its control. By signing below, you acknowledge that you have read this consent form and that you understand and will comply with it.

CREDENTIALS AND LICENSES

I, Barbara Rene-Darbouze, LCSW-C, CCTP, am a Maryland Board Certified Supervisor & Trauma Psychotherapist. Ongoing mindfulness is encouraged to decrease distorted negative thinking. The following techniques, Here & Now, Cognitive Behavioral & Mindfulness will be implemented.

As a licensed professional, I am accountable for my work with you. Should you feel that I have been unethical or unprofessional, please talk to me about it.

Client Name: _____
Printed name of client

AGREEMENT TO PARTICIPATE IN SERVICES AND CONSENT FOR CARE

Disclosure law requires Mindfulness Mental Health Services LLC to obtain your signature acknowledging that you were provided with this information. Your signature below indicates that you have read or listened to the information in this Services Agreement and in the accompanying handouts, that you understand it and agree to abide by its terms during your professional relationship with MMHS. It also serves as an acknowledgment that you have received and read or listened to the Notice of Privacy Practices form and the current fee schedule. If you have any questions, please feel free to discuss them with me before signing this Services Agreement. These policies may be updated at any time.

I hereby authorize Mindfulness Mental Health Services LLC and/or Barbara Rene-Darbouze to provide mental health services including the evaluation, treatment, or providing consultation to myself or the above-named person. Your signature indicates you accept responsibility for payment of fees in accordance with these terms and conditions.

An electronic copy of this agreement may be substituted for and will be legally binding as the original agreement.

This agreement constitutes informed consent without exception.

Client/Parent/Guardian signature _____ Date _____

Printed name if signed on behalf of client _____ Relationship _____

Adolescent signature (if 13 years or older) _____ Date _____

Mindfulness Mental Health Services LLC By:
Barbara Rene-Darbouze, LCSW-C, CCTP
its Owner

Date

This page will be retained in your medical record.

Informed Consent & Access Agreement for Simple Practice Client Portal

Client Name: _____ Date of Birth: _____

E-mail address: _____

Access to Protected Health Information

- I understand and agree that access to Simple Practice Client Portal is subject to the following “Terms and Conditions”.
- I understand that for all medical emergencies, I need to immediately dial 911
- I am requesting access to Simple Practice Portal for personal use only.
- I understand that the medical information included in Simple Practice Portal may include medical information considered very personal, including information about prescribed medications, sexually transmitted and other communicable diseases, drug and alcohol abuse, HIV/AIDS, and mental health services. My health care provider, its employees, officers and providers are hereby released from any legal responsibility or liability for disclosure of the above information to the extent indicated and authorized herein.
- I understand that this authorization will continue until revoked. I may revoke this agreement by written request at any time by contacting my provider.
- I understand that the revocation will not apply to the information that has already been released in response to this agreement.
- I understand that failure to comply with the terms and conditions of use for Simple Practice Client Portal may result in the termination of Simple Practice Client Portal access privileges.
- I understand that my health care provider will not condition my treatment on my signing this agreement.
- I understand this agreement must be filled out completely and signed and dated. A copy that has not been altered will be considered as valid as the original.
- By signing below, I acknowledge that I have read and understand this agreement and I agree to its terms.
- An electronic copy of this agreement may be substituted for and will be legally binding as the original agreement.

Parent/Guardian Acknowledgement

Client/Parent/Guardian signature _____ Date _____

Printed name if signed on behalf of client _____ Relationship _____

Adolescent signature (if 13 years or older) _____ Date _____

This page will be retained in your medical record.

Simple Practice Client Portal TERMS AND CONDITIONS OF USE (“Terms and Conditions”)

For purposes of these Terms and Conditions, “we” and “our” refer collectively to the health care providers who are partnering to offer the Simple Practice Client Portal services, “Client Portal” to you. “Your provider(s)” refers to the specific provider(s) offering the Simple Practice Client Portal service with whom you maintain a treatment relationship.

Your Medical Record

As we provide your health care, we are required to maintain documentation of your medical history, current conditions, treatment plan, and all treatments given, including but not limited to the results of all tests, procedures and sessions. All electronic medical record information is subject to all state and federal statutes governing the security and confidentiality of medical records.

Please keep in mind that the medical information presented through Client Portal does not include all of the medical information available in your permanent medical record. The posting of your medical information is limited by the Client Portal service and further at the discretion of your provider(s). Moreover, be advised that the information you communicate through the Client Portal service may not be incorporated into your permanent medical record.

If you use the Client Portal service, you may receive messages, test results and other communications delivered via Client Portal. Accordingly, your provider(s) will not send duplicate written reports of this information, unless you specifically request a written report.

Before signing up for the Client Portal service, you should understand that the medical information included in Client Portal may include medical information you consider very personal including, but not limited to, information about sexually transmitted and other communicable diseases, drug and alcohol abuse, HIV/AIDS, and mental health services.

FOR ALL MEDICAL EMERGENCIES, IMMEDIATELY DIAL 911.

Your Responsibilities

By using Client Portal, you agree to be bound by these Terms and Conditions. You understand that these Terms and Conditions may be modified from time to time. You agree that it is your responsibility to review the Terms and Conditions and that your use (and continued use) of Client Portal shall represent your agreement to be bound by the Terms and Conditions existing at the time of your use of the Client Portal service.

You agree that you are solely responsible for your use of Client Portal. You agree that you will not utilize the Client Portal service to communicate offensive, hateful, defamatory, harassing, or discriminatory speech. You should not share your Client Portal access with others. Special care should be taken with any information that you print out of Client Portal.

Discontinuing Use of Client Portal

You acknowledge that Client Portal are a service offering afforded to you to promote effective communication between you and your provider(s). You agree that your provider(s) are not obligated to offer the Client Portal’s service to you and that your provider(s) may terminate your ability to access and/or use Client Portal for any reason, including violation of these Terms and Conditions. You can discontinue your use of Client Portal at anytime by contacting your provider.

Site Access and Licenses

You are granted a limited, revocable license to make personal use only of the Client Portal service via this website and the associated services in accordance with these Terms and Conditions. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the website and the associated services, making any derivative of the website or the associated services, the collection and use of user email addresses or other user information,

including, without limitation, health information or any data extraction or data mining whatsoever. Through this license, you may be able to upload third party data into Client Portal or download limited medical information from Client Portal to select third party sites.

We reserve the right in the future to charge a fee for the use of Client Portal. You will be notified of this change and asked to re-apply if you agree to the fee and wish to continue with this service.

Security

This website uses information security safeguards and protections. However, no system can perfectly guard against risks of intentional intrusion or inadvertent disclosure of information. Information will be transmitted over a medium that is beyond our control.

YOU HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE. Once the information is received by us, your medical information will be treated as confidential and given the same protection that all other medical records are given.

It is extremely important that you keep your Client Portal user ID and password in a secure location and completely confidential. It is your responsibility to prevent disclosure of your temporary access code and password and to change your password and password hint if you feel that your security has been compromised. We shall not be liable for any damages that results from your failure to keep your password secure. You can change your password and password hint online at any time.

Links to Third Party Sites

This website may contains links to websites operated by other parties. The links are provided for your convenience only. We do not control such websites and we are not responsible for the content and performance of these sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or any association with their operators. We do not operate, control, or endorse any information, products, or services provided by third parties through the Internet. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the other websites.

No Warranties

This website and the content contained herein and therein are provided on an "As Is" basis. We make no representations or warranties of any kind express or implied as to the operation of the website. To the fullest extent permissible by applicable law, we disclaim all warranties, express, or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and/or infringement.

Limitation of Liability

Some of the material on the website is provided by third parties and we shall not be held responsible for any such third-party material. We disclaim any responsibility for or liability related to such third-party material. Any questions complaints or claims related to any product should be directed to the appropriate third party.

General

By using this website, you agree that the laws of the state of Maryland, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute that might arise from the use of this website. You expressly agree that exclusive jurisdiction for any dispute related to the use of this website, resides in the courts of Harford County, Maryland and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Harford County, Maryland. Use of this website is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.

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