

Daybreak University
MA and Ph.D. Programs in Counseling
with a Specialization in Marriage and Family Therapy

Client Consent Form for Therapy Services at Daybreak University
Couples & Family Therapy Center

1. Under the Privacy Act and Code of Ethics of AAMFT (American Association of Marriage and Family Therapy), protecting and Rights of Information", all personal information and contents disclosed by the client to the counselor are confidential, and all contents are not provided to a third party without your consent.
2. Please be advised that there is an exception to confidentiality as follows: 1) If it is deemed to be endangering, or threatening of yourself or others, 2) if abuse (physical, mental, sexual) and long-term neglect of children and the elderly and dependent adults is revealed, the counseling center is obliged to report to third parties (family, related organizations, etc.).
3. If you record or video the contents of the counseling without the consent of the counselor or disclose or post it online or offline such as Social Media, you may be liable for civil liability accordingly.
4. We recommend that you receive telehealth counseling in a secure space where the contents of the counseling are not exposed and in a quiet space without noise interference and use a laptop or PC rather than a mobile phone for stable consultation.
5. All services provided are free. However, we would appreciate it if you donate so that our counseling center, a non-profit organization, can continue to provide services. The counseling time is reserved only for you, therefore if the counseling time needs to be canceled or changed, the client must notify the counselor 24 hours before the set appointment time. If you are no-show more than twice without cancellation or prior notice, the counseling service will automatically be terminated.
6. To provide effective and secure counseling, all sessions are recorded and used solely for the purpose of obtaining supervision from marriage and family therapy professors/supervisors and not shared with clients. Counselors receive important and useful feedback from supervisors with more than 10 years of counseling experience through this supervision to maximize the

effectiveness of counseling. The recording will be discarded immediately after supervision, and confidentiality of all personal information and consultation contents of the client will be thoroughly protected.

7. In order to understand you (the client) better and provide more effective therapy, you will answer the "Online client questionnaire" asking about yourself and your family and/or couple relationships.

This questionnaire will be asked before the first session, and after 12th sessions (Pre & Post). Your answer is safely stored in the research library of the Daybreak University Couple Family Therapy Center with the client's unique number, not your name. Your answer is used as a very important research resource to analyze the counseling provided to you so that it can be safer and more effective.

- Each client aged 18 or older who participates in the therapy will answer these questionnaires. For example, in the case of couple therapy, each partner is asked to answer these questionnaires.
- You don't have to answer questions that are uncomfortable to answer.
- It may take a total of 20-30 minutes to answer all questions.
- These questionnaires have been approved by the IRB at Daybreak University.

If you have any questions, please contact: CFTC@daybreak.edu

8. As a beneficiary of free counseling services, I pledge not to file a legal lawsuit with the counseling center or counselors for any consequences arising from the consultation process.

9. In addition to adherence to federal and state law and professional ethical codes mentioned previously, CFTC is pleased to comply with current federal regulations in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Teletherapy and Virtual Therapy Compliance Policy

CFTC clients agree to comply with the following concerning providing telehealth services. Please sign at the bottom, and submit it to the CFTC via email.

1. Abide by all CFTC policies and procedures regarding use of technology.
2. Agree not to violate any CFTC policy, state, nor federal law.
3. Abide by the HIPAA rules and regulations.
4. Agree not to use public wi-fi to conduct telehealth sessions.
5. Obtain and maintain in working order all necessary electronic equipment for conducting teletherapy. This may include a computer with a camera, internet, phone, and/or tablet.
6. Ensure that the electronic equipment used for teletherapy has anti-virus and up-to-date operating system installed.
7. Ensure the electronic equipment is charged and is located close to an electrical outlet.
8. Conduct teletherapy in a secure location that is quiet, private, and free from distractions.
9. Comply with teletherapy standards of care including obtaining all informed consent and appropriate documents from clients PRIOR to commencing teletherapy and regularly confirming client and student therapist's identity and location.
10. Discuss with client and student therapists risks and benefits of teletherapy PRIOR to commencing teletherapy.
11. Communicate to clients and student therapists that technical difficulties may arise during their session. If this occurs, the student therapist will call the client by phone to re-establish communication about the next session appointment.
12. Comply with emergency protocols which include but are not limited to obtaining emergency numbers for the client's location (such a police officer, fire rescue), having access to clinical supervisor's contact information during teletherapy and virtual supervision sessions, and obtaining and having access to client's address where they are located at the time of the session.
13. Ensure that both the teletherapy clients and student therapists are appropriate for teletherapy including but not limited to understanding technology, being able to utilize required technology, are able to be in a secure, private location, are not in danger of self-harm or harm to others and are not chemically compromised.
14. Continuously monitor client's symptoms to determine if a referral to an in-person therapy format is warranted.
15. Store and maintain all client and student therapist data in a confidential manner.

16. Abide by the local, state, and provincial requirements and regulations where the client, student therapist, and supervisor are located.
17. Conduct teletherapy and virtual supervision only in areas where qualified.
18. Abide by the specifications set forth by California
(https://bbs.ca.gov/pdf/agen_notice/2021/20210122_telehealth_v.pdf)

HIPAA Rules and Regulations

HIPAA (Health Insurance Portability and Accountability Act) is a U.S. federal law that establishes rules and regulations to protect the privacy and security of individuals' health information. If you are taking an online class related to HIPAA requirements, here are some key things you should know:

1. HIPAA applies to "covered entities" and "business associates." Covered entities are healthcare providers, health plans, and healthcare clearinghouses. Business associates are individuals or organizations that provide services to covered entities and have access to protected health information (PHI). Both covered entities and business associates must comply with HIPAA rules.
2. HIPAA has two main components: the Privacy Rule and the Security Rule. The Privacy Rule establishes national standards for protecting the privacy of PHI. The Security Rule establishes national standards for protecting electronic PHI (ePHI) that is created, received, maintained, or transmitted by covered entities and business associates.
3. HIPAA requires covered entities and business associates to implement administrative, physical, and technical safeguards to protect PHI and ePHI. These safeguards include things like implementing access controls, encrypting ePHI, conducting regular risk assessments, and training employees on HIPAA policies and procedures.
4. HIPAA also requires covered entities and business associates to notify individuals if there is a breach of their unsecured PHI or ePHI. Notifications must be made without unreasonable delay and no later than 60 days after the discovery of the breach.
5. HIPAA violations can result in significant penalties, including fines and legal action. Covered entities and business associates should take HIPAA compliance seriously and ensure that they have appropriate policies, procedures, and safeguards in place.

In summary, HIPAA is a federal law that establishes rules and regulations to protect the privacy and security of individuals' health information. Covered entities and business associates must comply with HIPAA rules, including implementing safeguards to protect PHI and ePHI, notifying individuals in the event of a breach, and taking HIPAA compliance seriously to avoid penalties.

Confidentiality : Your right to privacy

All information shared in therapy is held in strict confidence.

Professional ethical codes and state and federal laws consider the personal information discussed in therapy to be confidential. All information gathered in therapy, including the fact that you have come to CFTC is held in strict confidence. No information is released to university officials, faculty members, parents, or outside agencies without written authorization from you.

In addition to adherence to federal and state law and professional ethical codes mentioned previously, CFTC is pleased to comply with current federal regulations in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Please refer to the [Notices of Privacy Practices for Purdue Health Care Providers](#) (in the Resources section of this page) for detailed information about client rights under HIPAA.

Exceptions to these guidelines are:

- Instances in which there is imminent danger of serious harm to you or to others because of your actions
- When you have information that there is child abuse or other dependent abuse occurring either by you or someone you know.

A therapist or psychologist must reveal information to prevent harms of these types.

No-Harm Agreement

1. I hereby agree that I will not harm myself in any way, attempt suicide, or die by suicide.

2. Furthermore, I agree that I will take the following actions if I am ever suicidal:

- I will remind myself that I can never, under any circumstances, harm myself in any way, attempt suicide, or die by suicide
- I will call 911 if I believe that I am in immediate danger of harming myself.

3. I will call any or all of the following numbers if I am not in immediate danger of harming myself but have suicidal thoughts. (please list 3 person's names, phone numbers, addresses, and any other relevant contact information below)
4. If I cannot contact them, I promise that I call '800-SUICIDE' (800-784-2433) 24-hour suicide prevention line.

Consent for MFT Student Telehealth Services Compliant with HIPAA and BBS

I understand that I will be receiving telehealth services from MFT, a Therapist who is a student in a Marriage and Family Therapy (MFT) program, who is providing these services under the supervision of a licensed MFT supervisor. I have been provided with information about the risks and benefits of telehealth services, and I understand that telehealth services are not a substitute for in-person mental health services.

I understand that my telehealth services may include video conferencing, phone calls, or other electronic communications. I understand that telehealth services may have some limitations, such as the potential for technical difficulties or interruptions in communication, and that the therapist will make every effort to ensure the confidentiality, security, and privacy of our communications.

I understand that Therapist will be collecting and maintaining confidential information about me in accordance with the Health Insurance Portability and Accountability Act (HIPAA), which governs the privacy and security of my health information. I understand that my information will be used solely for the purposes of providing me with mental health services, and that Therapist will take all necessary steps to protect the confidentiality and security of my information.

I also understand that Therapist is subject to oversight by the California Board of Behavioral Sciences (BBS), which regulates MFT student clinical training and requires compliance with ethical and legal guidelines for the provision of telehealth services. I understand that the Therapist will be supervised by a licensed MFT supervisor who will oversee the provision of my telehealth services.

I understand that the confidentiality of my telehealth services will be protected to the same extent as in-person mental health services. Therapists will be required to follow all ethical and legal guidelines for protecting the confidentiality of my information. I understand that there are limits to confidentiality, such as mandated reporting laws or the need to involve emergency services if I express suicidal or homicidal ideation.

I understand that my telehealth services will be billed at a reduced rate or may be offered at no cost, as Therapist is providing these services as part of their clinical training requirements. I also understand that Therapist may be required to share my information with their MFT program or with the BBS for educational, training, or regulatory purposes.

I have read and understand the above information and agree to participate in telehealth services provided by Therapist, which are compliant with HIPAA and BBS regulations. I also understand that I have the right to revoke this consent at any time.

Client Signature: _____

Date: _____