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Notice of Privacy Practices

Health Insurance Portability Accountability Act (HIPAA)

This document contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations.

The law requires that I obtain your signature acknowledging that I have provided you with this. If you have any questions, it is your right to ask so we can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. The revocation will be binding unless I have taken action in reliance on it.

Use and disclosure of Protect Health Information:

For treatment – If you or I wish to provide information to someone outside of our treatment, I will have you sign an authorization for release of information

For payment- I may use and disclose your health information to obtain payment for services provided to you, such as an insurance company.

For operations – I may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to assure quality.

Informed Consent

Confidentiality and Limits of Confidentiality

Communication between you and your therapist is confidential. In most cases, I can only release information about your treatment to others if you provide a written form of consent that meets certain legal requirements imposed by HIPAA. There are some situations where I am required to disclose information without your consent or authorization. If such situations arise, I will limit my disclosure to what is necessary. I am required to release your information without consent if:

- I believe you are in danger of harming yourself or another person or you are unable to care for yourself.

- There is suspected abuse or negative of a child, elderly person, or disabled person.
- I am ordered by a court to release information as part of a legal proceeding
- In the case of an emergency when I am unable to ask your permission to disclose personal information to emergency personnel
- When health insurance is being used, I will need to share certain information such as diagnosis and some treatment information with your insurance company to ensure coverage.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

I accept, understand, and agree to abide by the contents and terms of this agreement and further, consent to participate in therapeutic services. I understand that my participation in therapeutic services is voluntary and I may withdraw from services at any time. I have also received a copy of the Notice of Privacy Practices, which describes how medical information about me may be used and disclosed and how I can obtain access to this information. Additionally, I was informed of my client rights and responsibilities within a counseling relationship

Client Rights and Responsibilities

The client's right and responsibilities of clients obtaining mental health services is as follows.

You have the right:

- To be treated with respect, dignity, and without discrimination
- To know about the therapists' areas of specialization and limitations, contact numbers and office hours.
- To be informed regarding fee for therapy and method of payment.
- To know the code of ethics to which the therapist adheres.
- To ask questions about written materials regarding your treatment. In most cases, you have the right to look at or get a copy of your record. If you request copies, you will be charged the normal photocopy fee and a fee for the time taken by therapist to put together records or letters requested. However, I may refuse to provide access to certain psychotherapy notes or information for a civil or criminal proceeding or if the information would be harmful to the client.
- To be an active part of your treatment plan.
- To be informed about the best treatment options for your condition, regardless of the cost of such care.
- To ask questions about issues relevant to your therapy at any time.

- To discuss aspects of your therapy with others outside of the therapy situation.
- To voluntarily enter into treatment and terminate therapy at any time.
- To file a complaint with the Virginia Board of Counseling.

You have the responsibility:

- To provide information that the therapist may need to plan your treatment. This includes present and past medications and previous treatment records.
- To learn about your diagnosis and work with your therapist to develop a treatment plan.
- To implement the treatment plan you have agreed to with your counselor.
- To notify your counselor of changes (including, but not limited to: health issues, medication changes, contact information changes, or payment changes).