

# Untangled Counseling

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## PATIENT SERVICES AGREEMENT & HIPAA DISCLOSURE

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice contains a description of HIPAA and its application to your personal health information. We are required to obtain your signature acknowledging that we have provided you with this information **prior to your first session**. It is very important that you read these documents carefully before our first session. We can discuss any questions you have about the procedures at that time. **When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time.** That revocation cannot be retroactive and cannot prevent us from meeting obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy, or from taking steps to collect if you have not satisfied any financial obligations you have incurred with us.

### PSYCHOLOGICAL SERVICES

Psychotherapy is a set of psychological interventions designed to help people resolve emotional, behavioral, and interpersonal problems and improve the quality of their lives. There are many different interventions we may use to deal with the problems that you hope to address. Cognitive-behavioral psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, it will be important for you to work on the things we talk about, both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience transient uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy may lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

### PROFESSIONAL FEES

In addition to the fees for weekly appointments, we may charge a pre-determined amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services for which you may be billed include report writing, conversing with you by telephone if the conversation lasts longer than a few minutes, consulting with other professionals with your permission, preparation of treatment summaries or similar records, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party.

### APPOINTMENTS AND CANCELLATION POLICY

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if we are the best persons to provide the services you need to meet your treatment goals. If psychotherapy has begun, we will usually schedule one 45-50 minute session per week at a time we agree on.

**Unless a session is cancelled 24 hours in advance, you will be charged for the missed appointment. Additionally, you will be charged the full session fee for any late arrivals.** It is important to note that most insurance carriers do not reimburse for missed sessions.

### BILLING AND PAYMENTS

You will be expected to pay for each session at the time of service. Payment schedules for other professional services will be agreed to when they are requested. Credit card information is required prior to the first session. If credit card information is not provided, then a deposit will be required prior to the first session. Your credit card will be used to collect outstanding balances unless other arrangements are made. There will be a \$30.00 additional charge for returned checks. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we may hire a collection agency or go through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, address, social security number, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. Additional measures may be necessary if your unpaid balance becomes excessive.

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## INSURANCE REIMBURSEMENT

We participate in ASR, BCBS, Priority Health, Tri -Care and some EAP programs.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services and it may be necessary to seek approval for more therapy after a certain number of sessions. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s normal level of functioning. Although much can be accomplished in short-term therapy, some patients decide they need more services after insurance benefits end. **Before beginning treatment, it is very important that you ascertain which mental health services your insurance policy covers. If you have questions about the coverage, call your insurance plan administrator.**

Sometimes your insurer may require us to provide clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. If so, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

## CONTACTING US

Therapists’ work schedules may preclude them from answering immediately but you may leave a confidential voicemail message. We will make every effort to return your call within 24 hours. Response times are likely to be longer on weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach your therapist and feel that you can’t wait for your therapist to return your call, contact your family physician or the nearest emergency room and ask for the therapist on call. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, should you find it necessary.

Therapists and staff members do have e-mail accounts. Should you choose, you may communicate with your therapist via e-mail; however, please **be aware that e-mail is not a secure form of communication and your confidentiality cannot be assured.** We recommend limiting e-mail use to scheduling and basic logistics. Please speak with your individual therapist for further details regarding their specific usage of e-mail.

## MINORS & PARENTS

It is important for patients under 18 years of age who are not emancipated and their parents to be aware that the law may allow parents to examine their child’s treatment records. However, because privacy in psychotherapy is very important, particularly with teenagers, we usually ask parents to respect the child’s privacy and allow for the therapist and minor to keep elements their interactions in confidence, though not any related to danger to the child (see Limits on Confidentiality). On the other hand, because parental involvement in therapy is essential to successful treatment, we are always willing to share with parents general information about the progress of treatment and their child’s attendance at scheduled sessions. Parents may also request an oral summary of their child’s treatment when it is complete. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

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## THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

### PLEASE REVIEW THIS NOTICE 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”), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules, and the *NASW Code of Ethics*. 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 posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

### **HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

**For Treatment.** Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

**For Payment.** We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

**For Health Care Operations.** We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

**Required by Law.** 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.

**Without Authorization.** Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations.

As a social worker licensed in this state and as a member of the National Association of Social Workers, it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the *NASW Code of Ethics* and HIPAA.

**Child Abuse or Neglect.** We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.

**Judicial and Administrative Proceedings.** We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

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**Deceased Patients.** We may disclose PHI regarding deceased patients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

**Medical Emergencies.** We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.

**Family Involvement in Care.** We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.

**Health Oversight.** If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.

**Law Enforcement.** We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), 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 a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

**Specialized Government Functions.** We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

**Public Health.** If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

**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. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

**Research.** PHI may only be disclosed after a special approval process or with your authorization.

**Fundraising.** We may send you fundraising communications at one time or another. You have the right to opt out of such fundraising communications with each solicitation you receive.

**Verbal Permission.** We may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

**With Authorization.** Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes which are separated from the rest of your medical record; (ii) most uses and disclosures of PHI for marketing purposes, including subsidized treatment communications; (iii) disclosures that constitute a sale of PHI; and (iv) other uses and disclosures not described in this Notice of Privacy Practices.

## **YOUR RIGHTS REGARDING YOUR PHI**

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to our Privacy Officer at Shirley Valk or Untangled Counseling:

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- **Right of Access to Inspect and Copy.** 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 mental health/medical and billing records 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 psychotherapy notes. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.
- **Right to Amend.** 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 if you have any questions.
- **Right to an Accounting of Disclosures.** 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.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** 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. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.
- **Breach Notification.** 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.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

## **COMPLAINTS**

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with our Privacy Officer at Shirley Valk or Untangled Counseling or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. We will not retaliate against you for filing a complaint.

**The effective date of this Notice is September 2013.**

***PLEASE RETAIN THIS DOCUMENT FOR YOUR PERSONAL RECORDS***