

NOTICE OF PRIVACY PRACTICES AND CONSENT

This notice describes how mental health information about you may be used and disclosed and how you can get access to this information. Please review it carefully and sign that you have understood these privacy practices.

Effective April 14, 2003 a federal regulation, commonly known as the "HIPAA Privacy Rule", requires that we provide all of our clients with a detailed notice, in writing, of our privacy practices. This notice will be followed by all employees, interns, and volunteers of Family Concern Counseling [FCC]. Please note that FCC will continue to maintain the highest standards regarding client's personal information. You can be assured that our practice goes beyond what is required by HIPAA in its' efforts to protect mental healthcare information.

The government has sought to standardize and protect the privacy of the electronic exchange of your health information. This has mandated that all healthcare providers review and comply with HIPAA in how your health information is used within any computers, internet, phones, faxes, copy machines, and charts. I understand that the privacy practices described in the "Notice of Privacy Practices" may change over time, and that I have a right to obtain any revised Privacy Notices, if requested.

FCC is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect. If we revise our policies and procedures, we will notify you. The new notices will be placed in the waiting area, may be requested from the privacy officer and may be found on our website.

Individually identifiable information about your past, present, or future mental health or condition, the provision of health care to you, or payment for health care is considered "Protected Health Information" (PHI). We are required to extend certain protections to your PHI, and to give you this Notice about our privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, FCC must use or disclose only the minimum necessary PHI to accomplish the intended purpose of the use or disclosure. You may request a copy of this notice at any time.

Confidentiality

We will use and communicate your health information only for the purposes of providing treatment, obtaining payment, and conducting healthcare operations. Your health information will not be used for other purposes unless we have asked for and have been voluntarily given your written permission. We will use your health information to provide you with the best therapeutic care possible. This may include, but is not limited to, administrative and clinical procedures designed to optimize scheduling and billing. We may include your health information with an invoice used to collect payment for treatment received. We may do this with insurance forms filed for you via the mail or sent electronically. We only have control over information at our own practice (office) and have no control over client information once it is sent to your designated insurance company or location provided by you.

All information disclosed within sessions and records pertaining to those sessions are confidential and may not be revealed to anyone without the therapist's written permission, except where disclosure is required by law. Licensed Therapists are mandated by law to break confidentiality if a client reveals in a session she/he is a danger to self or others, where there is a suspicion of child, dependent, or elder abuse, neglect, or court ordered disclosures (i.e., divorce, child custody, disability).

Uses and Disclosures for Treatment, Payment, and Health Care Operations

FCC may use or disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your written authorization.

Treatment

Therapy continues until the client and/or therapist determines to terminate treatment. Generally, this decision is reached mutually by both the client and the therapist. Therapy works best when the client is open to exploring new ways of coping, is active in the process, honest, and open, willing to ask questions, and shares any concerns with the therapist, particularly when a client feels frustrated or at a therapeutic impasse. "Short or long" term therapy is a relatively meaningless term. Comprehensive treatment means giving yourself time to heal and make permanent changes in your life. The one or two hours a week a client spends in therapy pales in comparison to the hours, weeks, and even years of pain a client has lived with prior to entering therapy.

Payment/Financial Responsibility

I understand that as a condition to my receiving treatment, FCC may use or disclose my personally identified health information for treatment, to obtain payment for the treatment provided, and as necessary for the operations of this office.

I understand that I am financially responsible for this treatment and that payment is expected by mutual agreement at the time of service. I understand that the therapist is willing to assist me in submitting claims to my insurance company or other healthcare provider, but that I am ultimately responsible for any portion of the fees not reimbursed or covered by my insurance provider. This therapist will make every effort to monitor sessions approved by managed care. However, I understand that if I have a managed care component to my insurance, I must be responsible to monitor sessions approved and used. Overdue accounts may be sent into collection if payments are not received in a timely fashion.

Consultation

As therapists, we may sometimes consult (speak) with another therapist, psychologist, primary physician, or healthcare provider about your treatment. You will be advised if your therapist determines consultation on your care is necessary and beneficial for healing treatment. This other person is required by professional ethics to keep your information confidential.

Emergencies

Clients may call and leave a message at any time, and we will check the messages and return the client's call within 24-48 hours. When your therapist cannot be available and you experience an emergency during the night or at any time, please contact a hotline, call 911, or go to a hospital emergency room for immediate assistance.

Managed Care

Your health insurance may cover part or all of the costs of your therapy, but your insurance may include a managed care component. Benefits may not be paid until a "managed care" organization says they can be paid. The MCO has been selected by your insurance company and/or employer, not by your therapist. The MCO most likely will set limits on both you and your provider. This office will send the minimum information required in an effort to maintain as much confidentiality as the MCO will allow.

If your insurance company has an MCO component, we must send information about your presenting problem, treatment plan, how you are doing in your life, and other personal information. We have no control over who reads that information or what their educational training is that qualifies them for their job. Generally, the MCO doles out 8-12 sessions and will require information on your progress throughout treatment. All of that information will become part of the MCO's records. All insurances claim to keep such information private, and there are federal laws about its release. Any information sent to your MCO will be discussed with you in session. Insurance: Disclosure of confidential information may be required by your health insurance carrier, PPO, EAP, or MCO in order to process claims. You must be aware that submitting an invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers or to the National Medical Data Bank. Clients are encouraged to check with their insurance company to find out how their information is kept confidential. You may contact the Medical Information Bureau (MIB) for a copy of your health data information that is provided and/or used by insurance companies.

Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information.

"Psychotherapy Notes" are notes that may or not be made about our conversation during a private, group, joint, or family counseling session, which are kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

The agency may use psychotherapy notes for treatment. They may also be used or disclosed without authorization for its own training and to defend itself in legal proceedings brought about by the individual, for HHS to investigate or determine the agency's compliance with Privacy rules to avert a serious imminent threat to public health or safety, to a health oversight agency for the lawful oversight of the agency, for the lawful activities of a coroner or Medical Examiner or as required by law.

You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization, or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to consent the claim under the policy.

I also understand that I have the right to request FCC to restrict how my health information is used or disclosed. FCC does not have to agree to my request for the restriction, but if FCC does agree, FCC is bound to abide by the restriction as agreed.

Finally, I understand that I have the right to revoke/withdraw this consent in writing, at any time. My revocation/withdrawal will be effective except to the extent that FCC has taken action in reliance on my consent for use or disclosure of my health information. Provision of future treatment may be withdrawn if I withdraw my consent.

Uses and Disclosures with Neither Consent nor Authorization

I, your counselor/therapist, may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse** – If I believe that a child is a victim of child abuse or neglect, I must report this belief to the appropriate authorities.
- **Adult and Domestic Abuse** – If I believe or have reason to believe that an individual is an endangered adult, I must report this belief to the appropriate authorities.
- **Health Oversight Activities** – If the Indiana Attorney General's Office (who oversees complaints brought against psychologists instead of the Indiana State Psychology Board) is conducting an investigation into my practices, then I am required to disclose PHI upon receipt of a subpoena. We may disclose PHI to protection and advocacy agencies, and other agencies responsible for monitoring the health care system for such purposes as reporting or investigating unusual incidents, and monitoring of insurance programs.
- **Judicial and Administrative Proceedings** – If the patient is involved in a court proceeding and a request is made for information about the professional services I provided you and/or the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Other Law Enforcement Activity** – I may disclose PHI when a crime has been committed on the premises or against personnel, to authorized federal officials so they can provide protection to the President or other authorized persona, or to identify or locate a suspect, fugitive, material witness or missing person.
- **Serious Threat to Health or Safety** – If you communicate to me an actual threat of violence to cause serious injury or death against a reasonably identifiable victim(s) or if you evidence conduct or make statements indicating an imminent danger that you will use physical violence or use other means to cause serious personal injury or death to others, I may take the appropriate steps to prevent that harm from occurring. If I believe that you present an imminent, serious risk of physical harm or death to yourself, I may need to disclose that information in order to protect you. In both cases, I will only disclose what I feel is the minimum amount of information necessary.
- **Worker's Compensation** – I may disclose PHI regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Client's Rights

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of PHI. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. The agency may contact the patient to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)

- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in your mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We will respond to your request within 30 days. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed, depending on your circumstances. You have a right to choose what portions of your information you want copied and to have prior information on the cost of copying. This does not include the right to inspect or copy psychotherapy notes, which are given special protection under the law.
- **Right to Amend** – If you believe that there is a mistake or missing information in our record of your PHI, you may request, in writing, that we correct or add to the record. We will respond within 60 days of receiving your request. We may deny the request if we determine that the PHI is: (1) correct and complete; (2) not created by us and/or not part of our records, or; (3) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If we approve the request for amendment, we will change the PHI and so inform you, and tell others that need to know about the change in the PHI.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process. You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure: for treatment, payment, and operations; to you; or pursuant to your written authorization. The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or disclosures made before April 2003. Your request must state a time period that may not be longer than six years and may not include dates before April 14, 2003.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Questions about This Policy Notice

If you have questions about this notice, disagree with a decision made about access to your records, or have other concerns about your privacy rights, or feel your privacy rights have been violated and wish to file a complaint, you may contact the privacy officer at:

2004 Valparaiso St., Valparaiso, IN 46383 | 219-477-5646

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request. *You have specific rights under the privacy rule. I will not retaliate against you for exercising your right to file a complaint.*

Acknowledgement and Agreement

By signing this form, I am consenting to Family Concern Counseling's use of my mental health information to carry out treatment and to obtain payment for services. I understand that my health information may be released to my insurance company to obtain payment for services received. In consideration of therapeutic services to be received, I do hereby assign and transfer to Family Concern Counseling, my rights and interest in my health insurance policies for claims that are filed on my behalf to the extent benefits are available. I have read the above information and acknowledge, understand, and agree to all of the above information.

Client Signature

Date

Guardian Signature

Date