



## NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

**I. MY PLEDGE REGARDING HEALTH INFORMATION:** I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

**II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:** The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

**For Treatment Payment, or Health Care Operations:** Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

**Lawsuits and Disputes:** If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:**

- **Psychotherapy Notes.** I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
  - a. For my use in treating you.

- b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
  - c. For my use in defending myself in legal proceedings instituted by you.
  - d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
  - e. Required by law and the use or disclosure is limited to the requirements of such law.
  - f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
  - g. Required by a coroner who is performing duties authorized by law.
  - h. Required to help avert a serious threat to the health and safety of others
- **Marketing Purposes.** As a Licensed Professional Counselor, I will not use or disclose your PHI for marketing purposes.
  - **Sale of PHI.** As a Licensed Professional Counselor, I will not sell your PHI in the regular course of my business.

**IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION.** Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

- When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
- For health oversight activities, including audits and investigations.
- For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
- For law enforcement purposes, including reporting crimes occurring on my premises.
- To coroners or medical examiners, when such individuals are performing duties authorized by law.
- For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
- Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
- Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

**V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.**

- Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

**VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:**

- **The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
- **The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.** You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

- The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
- The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
- The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

**You have recourse if you feel that you privacy protections have been violated.** You have the right to file a formal, written complaint with us at the address below or with the Department of Health & Human Service and/or Office of Civil Rights about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

Please contact us for more information:

Forest View Counseling Services LLC  
3 S. Brady Street, Suite B1  
DuBois, PA 15801  
(814) 299-9476  
(814) 375-6940

For more information about HIPAA or  
to file a complaint:

Office for Civil Rights  
U.S. Department of Health & Human Services  
150 S. Independence Mall West – Suite 372  
Philadelphia, PA 19106-3499  
(215) 861-4441; (215) 861-4440 (TDD)  
(215) 861-4431 FAX

#### EFFECTIVE DATE OF THIS NOTICE

<http://www.hhs.gov/ocr/privacyhowtofile.htm>

This notice went into effect on October 1, 2020

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.



## **Informed Consent for Treatment**

**Introduction:** The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. We will begin treatment by completing opening paperwork, identifying needs and starting to build a therapeutic relationship. Overall care and treatment planning are driven by you, with goals and objectives decided by us together. Assessments will be utilized to identify symptomology and baselines as well as crisis planning, psychoeducation, and collaboration with your providers for a team approach. I believe that you are the most important tool in your ability to create positive change and I want to assist you in finding your inner strength as a resource. This consent will provide a clear framework for our work together. Feel free to ask questions at any time regarding these documents.

**Information About Therapist:** I am a Licensed Professional Counselor in state of Pennsylvania. I hold a certification with the Pennsylvania State Board of Social Work, Marriage and Family Therapy, and Professional Counselors. I follow an integrative therapy model and am knowledgeable in Person-Centered therapy, Cognitive therapy, Strengths-based therapy, Acceptance and Commitment/Schema therapy, Trauma-focused therapy, Solution-focused therapy, Choice theory and Motivational Interviewing. These forms of treatment will be used when working with you. Feel free to ask questions about my education or experience.

**Fees:** The fees are as follows: Initial Intake \$150.00, 60 Minute Individual/Family Session \$125.00, 45 Minute Individual/Family Session \$100.00. Sessions typically are between 45-60 minutes for each client. Fees are payable at the time services are rendered or within 30 days of the date of invoice. There may be a \$50 No Show fee with any no shows or cancel without 24-hour notices, not payable by insurance.

**Appointment Scheduling and Cancellation Policies:** Sessions are based on your needs regarding treatment. Sessions will typically be scheduled for weekly, biweekly, or sessions every three to six weeks depending on your needs as well as progress made in treatment. Your consistent attendance greatly contributes to a successful outcome in treatment. If you miss an appointment due to rescheduling, you must give at least 24-hour notice.

**Insurance:** If you have insurance and wish to have these services billed to your insurance I will. I cannot guarantee that services will be covered by your insurance, making you financially responsible for any services received that may not be covered by your insurance. During intake you will complete releases for your insurance company as they may request records regarding your treatment.

**Payment for Services:** If you have a deductible, co-pay, co-insurance, or are self-pay you can pay by check, card, or cash. If paying with card it will be saved to Simple Practice EMR Program and you will only be charged once services are provided. Note: if you are self-pay (due to no insurance or not wanting to bill your insurance company for services a Good Faith Estimate will be provided to you for signature according to the No Surprises Act).

**The Therapeutic Process:** You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. There are times that you may feel worse before you feel better, please communicate this with me. Participation on your part will have a positive impact on the therapeutic process.

**Discussion of Treatment Plan:** The treatment plan plays an important role in your treatment. We will complete a treatment plan at the beginning of your services, and this will be updated every three months to make sure that we are reaching your goals. I believe that these treatment plans should be done together, to make sure you have an input in your treatment and what you wish to get out of treatment.

**Termination of Treatment:** The length of your treatment, and the timing of the eventual termination of your treatment, depend on the specifics of your treatment plan and process you achieve. If/when you feel that you have met your goals in treatment, please talk with me to discuss a plan for termination that works best for you. You may discontinue treatment at any time. If either one of us feels that you are not benefiting from treatment, we will discuss alternatives for your treatment. You may also be terminated from treatment for the following reasons: Failure to attend sessions, threats/acts of harm towards therapist, or failure to follow treatment plans.

**Professional Consultation and Collaboration with Other Professionals:** Professional consultation is an important aspect within treatment. I often need to collaborate with other professionals providing treatment to you. I may also participate in consultation regarding ethical, legal, and clinical consultation with appropriate professionals. During consultations, I will not provide any identifying information about you. Releases will also need to be completed regarding professionals that also are treating you such as physicians and psychiatrist for collaboration and continuity of care purposes.

**Records and Record Keeping:** I may take notes during sessions and will produce other notes regarding your treatment. These notes constitute my clinical and business records, which by law, I am required to maintain. Such records are the sole property of the therapist. Should you request a copy of my records, such as a request must be made in writing. I reserve the right, under Pennsylvania law, to provide you with a treatment summary in lieu of actual records. I also reserve the right to refuse to produce a copy of the records under certain circumstances, but may, as requested provide these in writing if requested by another treating health care provider. I will hold these records for 7 years following termination from treatment, but they will be determined in a manner that protects your confidentiality.

**Confidentiality:** The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. I will provide you a copy of my "Notice of Privacy Practices" as well. Limitations of such client held privilege of confidentiality exist and are itemized below:

- If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm.
- If a client threatens grave bodily harm or death to another person.
- If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
- Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- Suspected neglect of the parties named in items #3 and # 4.
- If a court of law issues a legitimate subpoena for information stated on the subpoena.
- If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
- 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.

**Patient Litigation:** I will not voluntarily participate in any litigation or custody dispute in which you, another individual, or entity, are parties. I do not typically communicate with patients' attorneys and may not supply letters, reports, or other documents unless court ordered by a judge. In the event that I would be subpoenaed or ordered by the court of law to be in attendance for court, you will be charged \$200.00 per hour for appearances, time spent for preparation, travel, and other expenses related to court.

**Technology/Social Media Policy:** Please be aware that if you attempt to contact me via email, text, or social media your confidentiality may be compromised. These forms of communication are not always encrypted and could allow others to receive your information. You may contact the office number listed above regarding your appointments. You may contact office 24-hours a day and can leave messages after office hours. I will do my best to return your phone calls within 24 hours. In the event of an emergency please call 911, go to the ER, or call the crisis number at 1-800-341-5040. I am a solo outpatient practitioner and do not provide 24-hour crisis services.

**Discrimination:** Services shall be provided without discrimination on the basis of age, race, creed, sex, ethnicity, color, national origin, marital status, sexual orientation, handicap or religion.

**Religion:** Treatment is provided to all clients regardless of their religious belief system or lack thereof. With a holistic approach to treatment, a client's religious or philosophical belief system should be incorporated in the conceptualization of the client's personal recovery process. Therefore, all clients are encouraged to explore how strengthening their belief system or adhering to religious practices can enhance their recovery. However, a client's request to keep such matters private is to be respected during the course of treatment.