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# Eden Family Institute

# Eden Counseling Center

## Patient Handbook

### VIRGINIA NOTICE FORM

#### Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

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

#### I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Eden Counseling Center (hereafter known as ECC) its clinicians, staff and authorized personnel may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
  - Treatment is when ECC provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when ECC personnel consult with another health care provider, such as your family physician or another psychologist.
  - Payment is when ECC obtains reimbursement for your healthcare. Examples of payment are when ECC discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - Health Care Operations are activities that relate to the performance and operation of the ECC practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within ECC, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of ECC, such as releasing, transferring, or providing access to information about you to other parties.

#### II. Uses and Disclosures Requiring Authorization

ECC may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when ECC is asked for information for purposes outside of treatment, payment and health care operations, ECC will obtain an authorization from you before releasing this information. ECC will also need to obtain an authorization before releasing your psychotherapy notes. “Psychotherapy notes” are notes ECC clinicians have made about our conversation during a private, group, joint, or family counseling session. These notes are given a greater degree of protection than PHI. If you request in writing at the first session that your PHI and psychotherapy notes be kept in separate files, ECC will maintain them in a separate file.

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

### III. Uses and Disclosures with Neither Consent nor Authorization

ECC may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If ECC clinicians have reason to suspect that a child is abused or neglected, they are required by law to report the matter immediately to the Virginia Department of Social Services.
- **Adult and Domestic Abuse:** If ECC clinicians have reason to suspect that an adult is abused, neglected or exploited, they are required by law to immediately make a report and provide relevant information to the Virginia Department of Welfare or Social Services.
- **Health Oversight:** The Virginia Board of Psychology has the power, when necessary, to subpoena relevant records should ECC be the focus of an inquiry.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and ECC will not release information without the written authorization of you or your legal representative, or a subpoena (of which you have been served, along with the proper notice required by state law). However, if you move to quash (block) the subpoena, ECC is required to place said records in a sealed envelope and provide them to the clerk of court of the appropriate jurisdiction so that the court can determine whether the records should be released. 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.
- **Serious Threat to Health or Safety:** If ECC is engaged in professional duties and you communicate to a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and the ECC clinician believes you have the intent and ability to carry out that threat immediately or imminently, they must take steps to protect third parties. These precautions may include (1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18; or (2) notifying a law enforcement officer.
- **Worker's Compensation:** If you file a worker's compensation claim, ECC is required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

### IV. Patient's Rights and Psychologist's Duties

#### Patient's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, ECC is 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. (For example, you may not want a family member to know that you are seeing a clinician at ECC. Upon your request, ECC 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 and psychotherapy notes in ECC mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. ECC may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, ECC staff will discuss with you the details of the request and denial process.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. ECC may deny your request. On your request, ECC staff will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, ECC staff will discuss with you the details of the accounting process.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice from ECC upon request, even if you have agreed to receive the notice electronically.

#### Psychologist's Duties:

- ECC 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.
- ECC reserves the right to change the privacy policies and practices described in this notice. Unless ECC notifies you of such changes, however, ECC is required to abide by the terms currently in effect.

- If ECC revises its policies and procedures, ECC will provide all current patients with a written copy of the revision to its policies and procedures at the time of your next appointment after the revisions are made, or by U.S. mail in the event that you are not available for receipt of the revisions in office.

#### V. Complaints

If you are concerned that ECC has violated your privacy rights, or you disagree with a decision ECC has made about access to your records, you may contact Laurie Deguzman, ECC Privacy Officer, at 757-466-3336.

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.

#### VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.

- I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by the time of your next appointment after the revisions are made, or by U.S. mail in the event that you are not available for receipt of the revisions in office.

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- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and ECC will not release information without the written authorization of you or your legal representative, or a subpoena (of which you have been served, along with the proper notice required by state law). However, if you move to quash (block) the subpoena, ECC is required to place said records in a sealed envelope and provide them to the clerk of court of the appropriate jurisdiction so that the court can determine whether the records should be released. 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.
- **Serious Threat to Health or Safety:** If ECC is engaged in professional duties and you communicate to a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and the ECC clinician believes you have the intent and ability to carry out that threat immediately or imminently, they must take steps to protect third parties. These precautions may include (1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18; or (2) notifying a law enforcement officer.
- **Worker’s Compensation:** If you file a worker's compensation claim, ECC is required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

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### PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Eden Counseling Center. This document (the Agreement) 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 new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that ECC provide you with a Notice of Privacy Practices (the Notice on the previous pages of this handbook) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that ECC obtain your signature acknowledging that ECC has provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures during your session. When you sign the form stating that you have received this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on ECC unless ECC has taken action in reliance on it; if there are obligations imposed on ECC by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

#### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist or clinician and patient, and the particular problems you are experiencing. There are many different methods ECC clinicians may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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

and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, ECC clinicians will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with an ECC clinician. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about ECC procedures, you and your clinician should discuss them whenever they arise. If your doubts persist, your clinician will be happy to help you set up a meeting with another mental health professional for a second opinion.

#### MEETINGS

ECC clinicians normally conduct an evaluation that can last from 2 to 4 sessions. During this time, you and your clinician can both decide if the clinician you are seeing is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, the ECC clinician will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, your clinician will try to find another time to reschedule the appointment.

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#### PROFESSIONAL FEES

ECC hourly fees are varied depending on the clinician you see and other circumstances discussed with you during the intake procedure. In addition to weekly appointments, ECC may charge for other professional services you may need, though ECC will break down the hourly cost if ECC clinicians or staff works for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, 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. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

#### CONTACTING ME

Due to the variability of ECC office and clinicians work schedules, your therapist may often not immediately available by telephone. While ECC office staff is usually in the office between 9 AM and 6 PM, individual ECC clinicians probably will not answer the phone themselves. ECC does maintain on-call clinicians in the event of an emergency at 757-670-2347 or 2348. In the event of a medical emergency or imminent threat to life or health, call your local emergency services 911 or equivalent services. When ECC clinicians and staff are unavailable, the ECC telephone is answered by voice mail that is completely confidential and monitored frequently. We will make every effort to return your call on the same day you make it, with the exception of 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 clinician and feel that you can't wait for ECC to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If your ECC clinician will be unavailable for an extended time, ECC will provide you with the name of a colleague to contact, if necessary.

threat to life or health, call your local emergency services 911 or equivalent services. When ECC clinicians and staff are unavailable, the ECC telephone is answered by voice mail that is completely confidential and monitored frequently. We will make every effort to return your call on the same day you make it, with the exception of 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 clinician and feel that you can't wait for ECC to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If your ECC clinician will be unavailable for an extended time, ECC will provide you with the name of a colleague to contact, if necessary.

#### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, ECC can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- ECC may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, ECC makes every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, ECC will not tell you about these consultations unless we feel that it is important to our work together. ECC will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that ECC practices with other mental health professionals and that ECC employs administrative staff. In most cases, ECC clinicians and staff need to share protected information with each other for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- ECC also may have contracts with other businesses. As required by HIPAA, ECC will have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, ECC can provide you with the names of these organizations and/or a blank copy of this contract.
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- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, ECC may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where ECC is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. ECC cannot provide any information without your (or your legal representative's) written authorization, or court order, or if a subpoena is served on ECC with appropriate notices, ECC may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, ECC may be required to provide it for them.
- If a patient files a complaint or lawsuit against ECC, ECC may disclose relevant information regarding that patient in order to defend ECC.
- If a patient files a worker's compensation claim, ECC must, upon appropriate request, provide a copy of any mental health report.
- made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. ECC cannot provide any information without your (or your legal representative's) written authorization, or court order, or if a subpoena is served on ECC with appropriate notices, ECC may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
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- If a patient files a worker's compensation claim, ECC must, upon appropriate request, provide a copy of any mental health report.

There are some situations in which ECC is legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and ECC may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If ECC clinicians have reason to suspect that a child is abused or neglected, the law requires that ECC file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, ECC may be required to provide additional information.
- If ECC clinicians have reason to suspect that an adult is abused, neglected or exploited, the law requires that ECC report to the Department of Welfare or Social Services. Once such a report is filed, ECC may be required to provide additional information.

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- If ECC clinicians have reason to suspect that an adult is abused, neglected or exploited, the law requires that ECC report to the Department of Welfare or Social Services. Once such a report is filed, ECC may be required to provide additional information.
- If a patient communicates a specific threat of immediate serious physical harm to an identifiable victim, and ECC clinicians believe he/she has the intent and ability to carry out the threat, ECC is required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, ECC will make every effort to fully discuss it with you before taking any action and ECC will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and ECC is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

#### PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, ECC recommends that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, ECC is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If ECC refuses your request for access to your records, you have a right of review, which the ECC Privacy Officer will discuss with you upon your request.

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The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, ECC recommends that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, ECC is allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If ECC refuses your request for access to your records, you have a right of review, which the ECC Privacy Officer will discuss with you upon your request.

You should be aware that, pursuant to HIPAA, you have the right to request that ECC keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that ECC receives from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted

and/or upsetting to untrained readers. For this reason, ECC recommends that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If ECC refuses your request for access to your Clinical Record, you have a right of review, misinterpreted and/or upsetting to untrained readers. For this reason, ECC recommends that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If ECC refuses your request for access to your Clinical Record, you have a right of review, which the ECC Privacy Officer will discuss with you upon your request.

You can request in writing that Psychotherapy Notes be kept in a separate file from your Clinical Record. These Notes would be kept for use by the therapist and are designed to assist the therapist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless ECC determines that such information does not exist or cannot be found, or such disclosure would be injurious to your health or well being.

#### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that ECC amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about ECC policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and ECC privacy policies and procedures. ECC clinicians and staff are happy to discuss any of these rights with you.

#### **MINORS & PARENTS**

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children and this requires that some private information be shared with parents. It is ECC policy not to provide treatment to a child under age 12 unless he/she agrees that ECC can share whatever information ECC considers necessary with his/her parents. For children age 12 and over, ECC requests an agreement between the patient and his/her parents allowing ECC to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. ECC will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless the clinician feels that the child is in danger or is a danger to someone else, in which case, your ECC clinician will notify the parents of their concern. Before giving parents any information, the ECC clinician will discuss the matter with the child, if possible, and do their best to handle any objections he/she may have

#### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless ECC and you have agreed otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, ECC may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, ECC has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require ECC to disclose otherwise confidential information. In most collection situations, the only information ECC releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

#### INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. ECC will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of all ECC fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, ECC staff will provide you with whatever information they can based on our experience with your insurance company and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, ECC may be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow ECC to provide services to you once your benefits end. If this is the case, ECC will do our best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that ECC provide it with information relevant to the services that ECC provides to you. ECC is required to provide a clinical diagnosis and brief substantiation of that diagnosis. Sometimes ECC is required to provide additional clinical information. This information is limited to the dates of treatment and a brief description of the services provided, including the type of therapy provided. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, ECC has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. ECC will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that ECC can provide requested information to your carrier. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

Your signature on the Acceptance letter attached and kept in your Clinical Record file indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

#### **Patient Rights**

Eden Counseling Center wants you to be fully informed about your rights and privileges as you work with us.

#### **YOU HAVE THE RIGHT TO:**

- A safe treatment setting free from sexual, physical and emotional abuse.

- Report immoral and illegal behavior by a therapist.
- Ask and get information about your therapist's qualifications, including his or her license, education, training, experience, membership in professional groups, special areas of practice, and limits on practice.
- Have information before entering therapy, about fees, method of payment, insurance coverage, and cancellation policies.
- A treatment plan including estimated number of sessions will be established with your therapist. You have the right to refuse any test, evaluation or therapy of any kind.
- Refuse audio or video recording of sessions.
- Refuse to answer any question or give any information you choose not to answer or give.
- A right to privacy. No one will know about our work without your written permission. Exceptions to this rule include:
  - If you seriously threaten to harm yourself or another person.*
  - If a court orders me to testify about you, I must do so.*
  - If I am evaluating you or treating you under court order, I must report my findings to the court.*
- Be able to give permission or refusal if your therapist wants to discuss your case with others in our agency (for instance, supervisors, consultations, or students).
- A right to request that your records be sent to other providers or agencies. A written release will be required in order to send records or share information with someone else.
- Talk to your therapist about your progress and changes in treatment plans. You may discontinue treatment at any time. If you are court ordered, then you may need to contact the court about your decision.