

HIPAA Notification and Office Policies

Office Policies, HIPAA & General Information Agreement for Therapy

This form provides you, the client, with information that is additional to that detailed in Consent to Treat form and it is subject to HIPAA preemptive analysis.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to their Calm Waters Counseling therapist that the client presents a danger to others. If there is an emergency during therapy, or in the future after termination, where the Calm Waters Counseling therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the therapy records and/or testimony by their Calm Waters Counseling therapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. The Calm Waters Counseling therapist will use his/her clinical judgment when revealing such information. The Calm Waters Counseling therapist will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

YOUR RESPONSIBILITIES: You are expected to be on-time for sessions and provide 24 hour notification if you are unable to participate in a session (charges may apply for late cancelations and no-shows). It is your responsibility to talk to your therapist ahead of time, if you want to bring another person into your therapy session. It is expected that you be appropriately dressed, not under the influence of drugs and/or alcohol, and respectful of the office/therapeutic environment. Should your insurance company not cover your session with your therapist, it is your responsibility to pay for the session. It is your responsibility to ensure that you provide updated insurance information and report any changes to insurance at least 2 business days prior to the next appointment. At the beginning of treatment and every year thereafter, you will be sent forms for consent and office policies, clients are responsible for completing these in a timely manner. Therapy may be paused if these documents are not up to date.

NO SHOWS: For Private Pay and Commercial Insurance- Since the scheduling of an appointment involves the reservation of time specifically for you, clients must contact their therapist by phone or email to cancel an appointment 24 hours prior to the appointment time. Unless you have a different agreement, a \$95 fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

TERMINATION DUE TO NONCOMPLIANCE: If you cancel without 24 hours' notice or no show 2 appointments in a one-month period, consistently no-show or cancel appointments w/o 24 hours' notice, we reserve the right to terminate services. Clients who do not attend therapy for 3 months will also be terminated. You will be notified by mail or email that you have been terminated. Should you desire to resume services, you will be responsible for reaching out to your therapist and discussing your desire to resume. After being discharged for non-compliance, your therapist has the discretion to accept you back into the practice or refer you to another provider.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact your Calm Waters Counseling therapist between sessions, please leave a message at the answering service 804 644-0774 or 804-620-7434 and your call will be returned as soon as possible. Your Calm Waters Counseling therapist checks his/her messages a few times during the weekday only, unless s/he is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call 24-hour crisis line at RBHA 804-819-4100 or the Police: 911. Please do not use email or faxes for emergencies. Your Calm Waters Counseling therapist does not always check his/her email or faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT:

Clients who are self-pay or have co-pays are expected to pay the agreed upon fee at each session. Clients are given the option to provide their credit card information at each session for the payment or to place a card on file that can be used for payment. Client will need to sign a consent form in order to allow repeat charges.

SELF PAY: Self pay fees are \$75 for an intake, \$95 for an hour session, \$75 for a 45 minute session and \$50 for a 30 minute session, unless otherwise negotiated with your therapist. All self-pay clients will be provided a Good Faith Estimate prior to treatment.

PRIVATE INSURANCE: Clients with private insurance be charged their co-pay/co-insurance at each session. While we do our best to inform you of your coverage, it is the client's responsibility to know of their deductible and copays/coinsurance.

MEDICAID/MEDICARE: If you have Medicaid and/or Medicare, Clients' fees are paid by the insurance company. Co-insurance and charges that are applied to your deductible will be sent to you after being submitted to your insurance company.

Please notify your Calm Waters Counseling therapist if any problems arise during the course of therapy regarding your insurance coverage.

Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged to the client at the same rate, unless indicated and agreed upon otherwise. Please notify your Calm Waters Counseling therapist if any problems arise during the course of therapy regarding your ability to make timely payments. Calm Waters Counseling will directly bill for Clients who carry in-network insurance. Clients who have out of network insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, your Calm Waters Counseling therapist will provide you with a copy of your receipt at time of service, upon request, which you can then submit to your insurance company for reimbursement, if you so choose. Clients who have co-insurance or a deductible will be billed after the insurance company has been billed and paid their portion. Clients assume responsibility for any sessions or costs not covered by insurance.

As indicated below, in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in therapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, your Calm Waters Counseling therapist can use legal or other means (courts, collection agencies, etc.) to obtain payment.

TELETHERAPY: Teletherapy (therapy provided through a video conferencing platform or via phone) is being provided for most clients and is covered by most insurances. The client is encouraged to be in a location where they have privacy for teletherapy sessions. Your insurance may choose, at some point in the future, to discontinue reimburse for telehealth, at which time the client will have to either pay for teletherapy or move to in-person sessions. Teletherapy is conducted via a HIPAA compliant platform but may be moved to an unsecured one if there are technical difficulties and you consent to the change. Please discuss any concerns or issues with your therapist.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct your Calm Waters Counseling therapist only the minimum necessary information will be communicated to the carrier. The Calm Waters Counseling therapist has no control over, or knowledge of, what insurance companies do with the information s/he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION: Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting your Calm Waters Counseling therapist's disclosure of the records, your Calm Waters Counseling therapist will do his/her best to discuss with you the risks and benefits of doing so. As

noted in this document, you have the right to review your own therapy records anytime. (See also relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of your therapist's profession require that s/he keep treatment records for at least 5 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, the Calm Waters Counseling therapist retains clinical records only as long as is mandated by Virginia law. If you have concerns regarding the treatment records, please discuss them with your Calm Waters Counseling therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the Calm Waters Counseling therapist assesses that releasing such information might be harmful in any way. In such a case, your therapist will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, your Calm Waters Counseling therapist will release information to any agency/person you specify unless your therapist assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, the Calm Waters Counseling therapist will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

CONSULTATION: The Calm Waters Counseling therapist consults regularly with other professionals regarding his/her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained. Therapists who are not licensed and under supervision, are required to regularly consult with their Supervisor on current cases in order to ensure clinically appropriate services.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on The Calm Waters Counseling therapist's laptop is encrypted, emails, texts and e-fax are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. The Calm Waters Counseling therapist's laptop is equipped with a firewall, a virus protection and a password. Please notify your Calm Waters Counseling therapist if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, it is assumed that you have made an informed decision, and we will view it as your agreement to take the risk that such communication may be intercepted, and we will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Therapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Your Calm Waters Counseling therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your Calm Waters Counseling therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Therapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that therapy will yield positive or intended results. During the course of therapy, your Calm Waters Counseling therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), EMDR, humanistic or psycho-educational. Your Calm Waters Counseling therapist provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his/her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Your Calm Waters Counseling therapist will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your Calm Waters Counseling therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, after the first couple of meetings, your Calm Waters Counseling therapist will assess if s/he can be of benefit to you. Your Calm Waters Counseling therapist does not work with clients who, in his/her opinion, he/she cannot help. In such a case, if appropriate, s/he will give you referrals that you can contact. If at any point during therapy your Calm Waters Counseling therapist either assesses that s/he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, s/he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, s/he would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, your Calm Waters Counseling therapist will talk to the therapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, your Calm Waters Counseling therapist will give you a couple of referrals that you may want to contact, and if s/he has your written consent, s/he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, your Calm Waters Counseling therapist will provide you with names of other qualified professionals whose services you might prefer. Please see the page one for more information on termination due to non-compliance.

DUAL RELATIONSHIPS: Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs your Calm Waters Counseling therapist's objectivity, clinical judgment or can be exploitative in nature. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases,

university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. Your Calm Waters Counseling therapist will never acknowledge working with anyone without his/her written permission. Many clients have chosen their therapist as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of his/her professional work and achievements. Nevertheless, your Calm Waters Counseling therapist will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise your therapist if the dual or multiple relationship becomes uncomfortable for you in any way. Your Calm Waters Counseling therapist will always listen carefully and respond to your feedback and will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: Your Calm Waters Counseling therapist does not conduct web searches on clients before the beginning of therapy or during therapy unless requested by the client or given permission by the client. If you have concerns or questions regarding this practice, please discuss them with your Calm Waters Counseling therapist. Your Calm Waters Counseling therapist does not accept friend requests from current or former clients on social networking sites, such as Facebook, Instagram, etc. We believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, we request that clients not communicate with your Calm Waters Counseling therapist via any interactive or social networking web sites. Calm Waters Counseling does have a Facebook page and Instagram that is public and clients are allowed to follow it in order to facilitate communication on resources, weather closings and agency changes. Calm Waters Counseling also has a website that can be accessed at calmwaterscounselingva.com which provides information on the agency, therapists and services provided.

AUDIO OR VIDEO RECORDING: Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by your Calm Waters Counseling therapist or by the client. If you wish to record your sessions, please discuss with your therapist prior to recording. There are inherent risks with recording your sessions as the content and your privacy may be compromised if the recordings are not properly protected.

By signing this form you acknowledge that you have read and agree to all the above policies and understand your protections and limitations under HIPAA. This form will be valid unless the policy is changed or your treatment is terminated. These forms are available by request, at our office or on our website.

By checking this box, I agree to use electronic records and signatures and I acknowledge that I have read the related [consumer disclosure](#). (required)

Please type your name to sign below

Date

sample test

05/19/2023

I am the parent/guardian of this patient

X sample test

05/19/2023

