



## **HIPAA NOTIFICATION AND DESCRIPTION OF WVCC SERVICES AND PROCEDURES and HIPAA Notification of Privacy Practices**

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

### Why we are providing you with this notice

We are required by the Federal Law known as the Health Insurance Portability and Accountability Act (HIPAA) to give you this Notice. This Notice will tell you about the ways in which we may use and disclose health information about you and will describe your rights and our obligations regarding the use and disclosure of that information. By signing and returning this document you are indicating that West Valley Counseling Center, PLLC (WVCC) has in fact informed you of the information it contains.

### Your Health Insurance:

This Notice applies to the information and records we have about your health, health status, and the health care services you receive from WVCC. The information and records relate primarily to counseling services you receive from us.

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

We may use or disclose health information about you to facilitate counseling and other health treatment. For example, your counselor might disclose information about you to another WVCC counselor so that the counselor can determine the most appropriate care for you.

### For Payment

We may use and disclose health information about you to be paid for the services rendered to you. This may include using your health information for our own internal management of the billing process

### Appointment Reminders and Treatment Alternatives

We may use or disclose your health information to provide you with appointment reminders (such as voice mail messages, email, text messages, postcards, or letters) or information about treatment alternatives, or other health-related benefits and services that may be of interest to you.

### For Health Care Operations

We may use and disclose health information about you to run our office and to ensure you and our other clients receive quality care. For example, we may use your health information to evaluate staff performance or to contact you for appointment reminders. Please notify us in writing if you do not want us to contact you to remind you of your appointments.

### Other Uses and Disclosures of Health Information

Except where otherwise required or authorized by law, we will not use or disclose your health information for any purpose without your written authorization. If you authorize us to use or disclose health information about you, you may revoke your authorization, in writing, at anytime. If you revoke your authorization, we will no longer use or disclose your health information for the reasons covered by your written authorization, but we cannot take back any uses or disclosures we have already made with your permission

### Your Rights Regarding Your Health Information

You have the following rights with regard to your health information:

- You may inspect and copy your health information with certain exceptions.
- If you believe that the health information we have about you is incorrect or incomplete, you may ask us to amend the information.
- You may obtain an accounting of our disclosures of your health information. This is a list of all of our disclosures of your health information for purposes other than treatment, payment and health care operations.
- You have the right to request that we restrict or limit our use or disclosure of your health information to only treatment, payment or health care operations. We are not required to comply with your request.
- You may request that we communicate with you about your health matters in a certain way or at a certain location. For example, you can ask that we only contact you at home, work, or by mail.
- If you want to exercise any of these rights, please contact your therapist in writing.

### Client Records

WVCC is responsible for the retention and maintenance of client records. Records will be maintained in compliance with Arizona Revised Statute 12-2297 and 32-3211. If the owner of WVCC retires or sells the business, and the records will not remain in the same physical location with WVCC, records can still be requested at [wvccaz@gmail.com](mailto:wvccaz@gmail.com). Adult records will be maintained for a six year period after the last date the client received care from WVCC. Children's records will be retained six years from the client's last appointment, or three years after the client's eighteenth birthday, whichever date occurs later. At the end of the required period of file retention, clients who requested medical records will be notified by email before the medical records are destroyed by shredding at the end of the required period. Clients will receive a response within 30 days for requests for copies of or access to medical records.

#### Persons Involved in Care

We may use or disclose health information to notify information of (including or locating) a family member, your personal representative or another person responsible for assisting you to obtain healthcare services. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event you become incapacitated, or during an emergency, we may disclose your health information to others, including healthcare providers, on the basis of our professional judgment. We will use our professional judgment and experience combined with common practice to make reasonable inferences in your best interests.

#### Required by Law

We may use or disclose your health information when we are required to do so by law, including disclosures for use in judicial and administrative proceedings, or to law enforcement officials, or to the proper authorities, if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes.

#### Changes to this Notice

We have the right to change this notice. If we do so, the new notice will apply to the health information we may already have about you and to the health information which we receive in the future. We are required to abide by the most current notice that is in effect. We will post a summary of the most current notice in our office. You are entitled to receive a copy of the most current notice.

#### Complaints

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with WVCC, please contact, Teri Cole, Clinical Director, at 602-842-4625. You will not be penalized for filing a complaint. All complaints must be submitted in writing.

### **Description of Services and Informed Consent**

#### Client Notice

You are entering a relationship with West Valley Counseling Center, PLLC (WVCC). As such, you are considered a client of WVCC and not your individual counselor. WVCC owns and will maintain your client record.

#### Fees and Non-payment Policies

Sessions are 45/55-minutes in length. The first session is billed at \$135 and each subsequent session is \$95. Payment for each counseling session should be made at the start or conclusion of each session. **Payments are made to West Valley Counseling Center (WVCC).** We accept cash, credit cards and checks. Please have checks made out ahead of time to give to the therapist. We do not employ a receptionist. If at any point in time you become unable or unwilling to continue paying for services, we reserve the right to terminate our professional counseling relationship and refer you to an alternative counseling resource. Whenever this is necessary, we will attempt to do this in person. However we reserve the right to inform you in writing if necessary. If you have outstanding fees we reserve the right to not release your records upon request until all fees are paid in full.

Please be advised that there will be a fee charged for any phone call returned to discuss anything other than the changing of appointment times. Specifically, telephone consultations are billed in 15 minute increments, at a rate of \$50.00 for every 15 minutes. Other work (example: written reports) is billed in 15 minute increments at a rate of \$30.00/15minutes. Work done outside our regularly scheduled appointment will be billed monthly. Payment for such work is expected at the time of billing unless otherwise negotiated. If you would like a bill to provide your insurance company, please contact our office at 602-842-4625 to request bill be sent to you at the end of each month.

#### Returned Checks or Reversed Credit Card Payments

Any check or credit card not honored by your bank for any reason will result in a \$25 fee. Returned checks, in some cases, may or may not be processed by the bank twice before deemed insufficient. Returned checks or reversed credit card payments must be paid by cash or money order. Failure to pay any returned check, reversed credit card payments, or fees may result in criminal prosecution.

### Insurance

Teri Cole is contracted with Blue Cross Blue Shield PPO. Please talk to the office to see if we are on your plan. We do not accept any other insurance. Please call your provider to determine whether or not your insurance provider will cover any of the expenses. A bill will be provided for you to submit to the insurance company at your request.

### Appointment Cancellations

If you need to change or cancel appointments, please do so a minimum of 24 hours in advance. Appointments not changed within 24 hours notice will be billed at \$40 for appointments before 5PM and \$80 for appointments 5PM or later. Counseling sessions are scheduled and billed in 45-55 minute increments regardless. We can schedule sessions that run longer upon request for an additional fee

### Client Rights

- You have the right to refuse any recommended treatment, withdraw informed consent, or to stop receiving counseling from a WVCC therapist. These choices may result in the termination of WVCC services and we would, if you wish, provide you with the names of other qualified therapists.
- You have the right to end therapy at any time.
- You have the right to know the purpose of treatment and the general procedures to be used in treatment, including benefits, limitations, and potential risks.
- You have the right to ask questions about the procedures used during therapy.
- You have the right to ask questions about the counseling techniques and to prevent the use of certain therapeutic techniques if you feel uncertain of them.
- You have the right to participate in setting goals and evaluating progress toward meeting them; including reviews and revisions of your treatment plan.
- You have the right to have all that you say treated confidentially and be informed of the State Law placing limitations on confidentiality in the counseling relationship. Under certain circumstances, we are required by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, we are not required to inform you of my actions in this regard. These situations are as follows: (a) If you threaten grave bodily harm or death to self or another person, we are required by law to inform the intended victim and appropriate law enforcement agencies; (b) If a court of law issues a subpoena; (c) If you are in therapy or being tested by order of a court of law, the results of the treatment or the treatment or tests must be revealed to the court; (d) If you have given me information concerning non-accidental injury and neglect to minors or incompetent adults.

### Client Responsibilities

- Set and keep appointments with your therapist. Appointments scheduled and **cancelled without at least 24-hour notice are subject to \$40 before 5 PM and \$80 for 5PM and later.**
- Pay your fees in accordance with the arrangement you have pre-established with your therapist.
- Help plan your therapy goals.
- Keep your therapist informed of your progress toward meeting your goals.
- Inform your therapist of any problems you have which may have an effect on your progress or which may be potentially harmful to yourself or others.

### Client Confidentiality

You understand that there are certain circumstances when the confidential nature of our counseling sessions may not be honored. Specifically these are:

- When you disclose that you are the perpetrator or victim of child abuse;
- When you make a threat toward your own or someone else's physical health and/or safety (this may include sexual behavior or drug use that may expose you to the AIDS virus);
- You are under age 18 and a parent or guardian is involved;
- Local, State or Federal law and/or the Court requires disclosure;
- You give us your written authorization.

If you provide us your written authorization to communicate with others outside your presence, you may revoke it any time. However, you understand that we cannot take back any uses or disclosures already made with your permission. During sessions we often take notes and/or make a record of our session in some other manner (audio and/or video). All of this information is kept in your file and considered confidential information, accessible only by WVCC or its personnel. Your file is the property of WVCC and you will not have automatic access to your file. If you desire any information from your file you will need to make your request in writing and it will be provided to you at a time frame convenient to WVCC. Specifically, copies of files are rarely made available at the time the request is made. If you are involved in a Court proceeding, our files will not be made available to anyone other than you unless subpoenaed. Our file may be vulnerable to being subpoenaed by other interested parties.

## **POTENTIAL RISKS ASSOCIATED WITH ELECTRONIC MEDIA: CELL PHONE, TEXTING, ELECTRONIC, AND E-MAIL CONTACT:**

Regarding the Use of Email -- we use a firewall and our computers are password protected, our emails are encrypted; however, unless your email is also encrypted we cannot guarantee confidentiality of email communication. If you choose to communicate confidential information with WVCC or its therapists via email, we will assume that you have made an informed decision and will view it as your agreement to take the risk that email may be intercepted. Please be aware that email is never an appropriate vehicle for emergency communication.

Additionally, misunderstandings are possible with text-based modalities such as email (since nonverbal cues are relatively lacking) and even with videoconferencing (since bandwidth is always limited). Ordinary privacy precautions such as voice scramblers, pin codes, voice mail boxes, and locked fax, mail, and computer rooms are by no means foolproof, so that your confidentiality is always compromised when communicating by electronic devices or mail. Nor is deletion or shredding of private material a totally safe means of disposal, so that you are always at risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with WVCC/counselor constitutes implied consent for reciprocal use of electronic and mail communication as well.

### Professional Relationship

Your relationship with WVCC therapist is confined to and/or defined as a professional counseling relationship. We are limited from engaging with you in any additional social or economic relationships. If such a relationship exists at the time that you begin counseling with us, an addendum to this statement will need to be signed, outlining the existent relationship. If no such prior relationship exists, our relationship cannot be expanded to a social or economic relationship once counseling has begun. Specifically, we agree that the WVCC therapist will limit their relationship with you to that of mental health counselor.

### Risks and Benefits of Therapy

Psychotherapy may involve the risk of remembering unpleasant events and can arouse intense emotions of fear, anger, anxiety, depression, frustration, loneliness or helplessness. The benefits from therapy may be the ability to better able to handle or cope with family or other social relationships, thus experiencing more satisfaction from those relationships. Another possible benefit is a better understanding of personal goals and values, which may lead to greater personal maturity and growth. Your therapist is not a physician and cannot prescribe medication or perform any medical procedures. If medical treatment is indicated, we will recommend a physician or you can choose one.

We cannot guarantee the goals of therapy will be attained; however, your therapist will in good faith attempt to apply all the knowledge and resources they have to help you attain therapy goals. You should know there are possible risks of greater emotional discomfort/distress being the end result of counseling. Furthermore, there is a potential for you, at the conclusion of our counseling relationship, to feel the same or worse than when you started. There is no guarantee, expressed or implied, and no refund of any money paid, due to non-results and/or undesired results due to the counseling you have received.

### Therapist Availability

Emergency situations do arise when you may need to speak with your therapist by telephone in between appointments. The size of our practice limits our ability to respond to such emergencies in a timely manner. You are entering into our counseling relationship with this understanding, and are accepting the level of service we can provide with the implied limitations. Specifically, when we are unavailable for whatever reason, it will be your decision to wait for a return call which may take several days (or longer on occasion), or assume the responsibility to find an alternative source of assistance (in life threatening situations, a call to 911 is often your best option). If you are unable to contact us and the situation requires immediate attention, please be aware that most psychiatric hospitals in the valley have an emergency evaluation they provide, as do most hospital emergency rooms. Be advised however, that you will be responsible for any and all expenses you may incur by using their services. There may also be crisis hot line numbers available for you to call on the internet.

### Legal

Should you become involved in the legal system for any reason, it is important you understand the following seven points:

1) Your WVCC Therapist will not be called upon to furnish records or testimony until all fees for services and the services of any consultants have been paid in full.

2) In connection with any court appearance, we request that your WVCC therapist not be called upon as a witness, nor that you, or your counsel issue a subpoena requiring your WVCC Therapist's attendance on less than twenty days prior notice. We request this to allow us sufficient time to reschedule other clients.

3) In connection with your WVCC therapist's attendance in court, depositions and/or any type of expert witness testimony, they are to be compensated at a rate of \$250.00 per hour, with a two hour minimum. This is a port-to-port fee. Expert testimony is defined as any testimony your WVCC therapist might provide due to your professional relationship.

4) Any subpoenas requiring your WVCC Therapist's testimony should be accompanied by a check for a minimum of \$500.00. All such fees are usually paid by the party issuing the subpoena, unless otherwise negotiated.

5) In connection with any subpoena request for copies of any part of our records, we request 15 working days advance notice to comply. Additionally, such requests should be accompanied by a check for \$150.00. The money will be used to cover the time and cost of copying (\$0.15/page, \$25.00/audio, and \$50.00/video) and postage. You agree to pay any additional expenses beyond the \$150.00 and we agree to refund any monies not used (there is a \$75.00 minimum charge).

6) It is understood that your WVCC Therapist will make every effort to be available if called upon to testify.

7) You agree that under no circumstances shall your WVCC Therapist be required to attend any court session, give any testimony in any hearing, or provide records to any person, until or unless WVCC has been paid in full for all services and the bills of any consultants have been paid in full as well. You agree to instruct your attorney to abide by this requirement as well.

**\*\*You will acknowledge you have read these items on the WVCC Informed Consent Form\*\***