



# Family Dynamics Counseling

## PRACTICE POLICIES AND NOTICE OF PRIVACY PRACTICES AND PATIENT RIGHTS

### INTRODUCTION

Thank you for choosing Family Dynamics Counseling Center. Seeking help is an important, and sometimes daunting, step for many. I am honored to have this opportunity to listen and help you and your family through these difficult times. This document contains important information about practice policies and privacy practices. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign the Consent for Treatment document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

### PRACTICE POLICIES

#### The Therapeutic Process

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

#### Therapy and Consultation Fees and Payment (Self-Pay)

The fees below represent fees for clients receiving clinical/therapy services, as well as professionals seeking consultation services. Payment by cash, credit card, or check is due at the time of your session. A \$35 charge will be due for all returned checks. If you are late for a session, you will be given the remainder of the session and will be charged for a full session. Clients are required to place a credit card on file, which are securely stored through Authorize.net.

Fees for services are as follows:

- Individual Session (53 minutes): \$135
- Couples/Family Session (53 minutes): \$175
- Psychological Testing: \$350 - \$550
- Blue Cross Blue Shield or Cigna: Co-Pay Varies by Individual

#### Therapy and Consultation Fees and Payment (Insurance)

I currently accept Blue Cross Blue Shield and Cigna Psychotherapy services. A client's cost varies based on your individual insurance plan benefits. I will inform you of your benefits prior to our first session. A \$35 charge will be due for all returned checks. If you are late for a session, you will be given the remainder of the session and will be charged your full normal copay amount. Client is responsible for paying any claim payments that are denied by insurance for any reason.

#### Psychological Testing:

Psychological testing may be covered by your insurance provider. If a determination of eligibility states that you are eligible for psychological testing, a claim will be submitted to your insurance company on your behalf. However, client is responsible for paying any claim payments that are denied by insurance for any reason.

Cancellations and Missed Appointments: A 24-hour advance notice is required for cancellations. If you cancel less than 24 hours before your appointment, or do not show for a scheduled appointment, you will be charged the FULL FEE for that session. Clients using insurance will be charged a \$35 fee for late cancellations or no shows, regardless of insurance coverage. Please be aware that this fee is not covered by your insurance and you cannot request reimbursement from your insurance for this fee.

Administrative Fees: Should a client request or require time spent outside of therapy appointments, administrative fees may apply at a rate of \$100 per hour. This includes coordination of care with outside doctors and other providers, writing letters, and other activities. This does not include costs associated with preparation or communication for legal issues.

Forensic Rates and Court Appearances: My focus in providing counseling and psychotherapy is on treatment and healing. It is NOT my intention to become involved in cases that require evaluation (either written or otherwise) or my testifying in court. When subpoenaed, I may obtain my own legal counsel. If I am required to appear in court or conference via telephone, the client or guardian associated with the subpoena/court request will be REQUIRED to pay the following fees: \$200 per hour, including travel time and all time at the courthouse or waiting to testify. I require a minimum of 4 hours (\$800) plus estimated travel time be paid 48 hours in advance. Because I must cancel all other appointments for these appearances, this payment will NOT be refunded for any reason. If I am requested or required to clear a full day, I will charge for all hours requested.

Insurance Reimbursement: If you are using Blue Cross Blue Shield or Cigna, I will file the insurance claims. If you do not have either of these insurances, but still wish to utilize your insurance benefits, I can provide you with a Superbill that contains the information an insurance company will require for reimbursement. Please contact your insurance provider to determine your mental health reimbursement coverage. It is the client's responsibility to handle all insurance related tasks if not using Blue Cross Blue Shield or Cigna. A Superbill is not a guarantee of reimbursement from your insurance provider. As I understand it, most insurance companies do not currently reimburse for online therapy.

#### Electronic Correspondence

Email and texting are popular mediums of communication today and very convenient ways to handle administrative issues like scheduling, but neither are not 100% secure.

Some of the potential risks you might encounter if we email or text include:

- Misdelivery of email or text to an incorrectly typed address or phone number.

- Email accounts can be "hacked," giving a 3rd party access to email content and addresses.

- Email providers (i.e., Email, Comcast, and Yahoo) and phone providers (i.e., AT&T, Verizon) keep a copy of each email or text on their servers, where it might be accessible to employees, etc.

Email Policy: Email is a convenient way to maintain a stream of communication between clients, especially with parents who are not present during their child's individual session. In my experience, this ongoing communication is very beneficial for the client, guardians, and provider. If you agree to email as a mode of communication regarding scheduling and/or clinical issues, I will email in return. I will also email detailed receipts for insurance, which include clinical information, if requested by the client.

Texting Policy: Texting is acceptable, only to communication regarding non-clinical issues. These include topics such as scheduling an appointment, changing an appointment, notification of running late to an appointment, receipt requests, and directions to the office. Texts regarding clinical issues, such as a family issue, personal difficulties, etc., are not acceptable. I will not respond to these texts. Please be aware that text message reminders are not encrypted and may be a potential threat to your confidential information.

#### Social Media and the Internet

So much information about a person can be found online, either through company websites, social media, business reviews, and more. It's the age we live in, and therefore it's important we understand boundaries with regards to social media and any other information online.

- Client and therapist will NOT perform online searches on one another for the purpose of gathering personal information. This does not pertain to a client researching the professional background of a therapist and other service/practice information.

- Client and therapist will not request or agree to be "friends" on social media sites, including Facebook. Clients may "like" or "follow social media pages that are offered by the therapist as a part of their professional work.

- If a client follows the therapist on a professional social media site, comments should not indicate there is a client-therapist relationship. Any comments made that potentially disclose such a relationship will be removed immediately.

### Online Therapy (sessions via video conference) and Phone Sessions

Online therapy is a newly emerging and wonderful way to help individuals get the help they need when it may not be feasible to come into a therapist's office. Online therapy and/or sessions via phone, while it may be suitable for many, is not recommended for everyone's needs. If I assess that you would benefit more from face-to-face therapy I will offer an appointment or provide you referrals.

### Online therapy is not suitable for the following individuals:

- If you are having thoughts of harming yourself (self-harm or suicidal), or someone else.
- If you are in an abusive or violent relationship.
- If you have attempted suicide within the last 12 months.
- If you have a serious substance abuse dependence.

### Confidentiality notice for online therapy:

While I have taken many steps to protect the confidentiality of participating members during video sessions, these are not 100% secure. Some potential risks you might encounter with video sessions include:

- Video profiles can be compromised, giving third-party access to profile information.
- If not logged out properly after each use, user profiles can be used by third-party members and can gain private information from this profile.
- Misdelivery of video "call" to incorrectly typed username or number.

### To reduce breaches to confidentiality and ensure the best outcome for sessions, all parties engaging in online or phone therapy agree to the following:

1. Client and therapist take all possible steps to protect confidentiality, such as using passwords only used by the individual, and by controlling access to computers, phones, and other electronic devices that may contain PHI.
2. Client and therapist conduct sessions in a private area where third party individuals cannot obtain confidential information discussed in session.
3. Client and therapist prepare for sessions 5 minutes before the scheduled appointment time by sitting in session location, logging online, and minimizing distractions.
4. Client and therapist log out immediately after session is over.
5. Should the video conference fail for any reason, such as technical or internet difficulties, the client will phone the therapist immediately at 713-459-9343 to complete session. Session fees are not adjusted should these difficulties arise and all efforts will be made to reconnect by video or phone.

### In Case of Emergency

Should you find yourself or a loved one in an emergency, please contact 911 immediately. Emergencies include, but may not be limited to, self-harm/suicidal thoughts, threats, and attempts; physical or psychological concerns of medication; fear of harming self or others; inability to keep yourself or family safe around aggressive or out-of-control behaviors or rage.

## NOTICE OF PRIVACY PRACTICES AND PATIENT RIGHTS

Privacy is a very important concern for all those who come to this office. It is also complicated, because of the many Federal and state laws and my professional ethics. If you have any questions, I will be happy to help you understand my procedures.

This form is an agreement between you and Roxanna Oloumi-Johnson, PhD, LPC. When I use the words "you" and "your" below, this can mean you, your child, a relative, or some other person for whom you are consenting. If you do not sign this form agreeing to my privacy practices, I cannot treat you. In the future, I may change how I use and share your information, and so I may change my notice of privacy practices.

Each time you visit me or any doctor's office, hospital, clinic, or other health care provider, information is collected about you and your physical and mental health. It may be information about your past, present, or future health or conditions, or the tests and treatment you got from me or from others, or about payment for health care. The information I collect from you is called "PHI," which stands for "protected health information." This information goes into your records in my office. In this office, your PHI is likely to include information such as personal history, reasons you came in for treatment, clinical diagnoses, treatment plan, and progress notes.

Although health care records in my office are my physical property, the information belongs to you. You can read my records, and if you want a copy I can make one for you (but I may charge you for the costs of copying and mailing, if you want it mailed to you). In some very rare situations, you cannot see all of what is in my records. If you find anything in my records that you think is incorrect or believe that something important is missing, you can ask me to amend (add information to) my records, although in some rare situations I don't have to agree to do that.

I am required to tell you about privacy because of a federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA requires us to keep my PHI private and to give you this notice about my legal duties and my privacy practices. I will obey the rules described in this notice. Except in some special circumstances, when I use your PHI in this office or disclose it to others, I share only the minimum necessary. The law gives you rights to know about your PHI, to know how it is used, and to have a say in how it is shared. So I will tell you more about what I do with your information. Mainly, I will use and disclose my PHI for routine purposes to provide for my care, and I will explain more about these below. For other uses, I must tell you about them and ask you to sign a written authorization form.

#### How I use your PHI in my office:

For treatment. I use my medical information to provide you with psychological treatments or services. These might include individual, family, or group therapy; psychological, educational, or vocational testing; treatment planning; or measuring the benefits of my services. With your written consent, I may share PHI with others who provide treatment to you, such as your personal physician. If you are being treated by a team, I can share some PHI with the team members, so that the services you receive will work best together.

For payment. I may use this information to bill you, such as using online billing services or depositing checks. Since I do bill some insurance companies, I am required to disclose your personal information including our session dates, times, and diagnosis. Whether I am billing insurance or you request a superbill Insurance may contact me for Information, such as your progress, dates of service, and other similar things.

Appointment scheduling and reminders. I may use and disclose your PHI to reschedule or remind you of appointments by phone or email. If you want me to call or write to you only at home or work, or you prefer some other way to reach you, I usually can arrange that. The appointment software I use is a HIPAA compliant company, but there can still be limitations to confidentiality.

Business associates. I may hire other businesses or individuals to do some jobs for me. In the law, they are called my "business associates." Examples may include an office assistant. These business associates may have access to some of my PHI to do their jobs properly. To protect privacy, they have agreed in their contract with me to safeguard your information.

If I want to use my information for any purpose besides those described above, I need your permission on a written authorization form (also called a "consent for communication"). Examples include consenting to communicate with a physician, teacher, or any other treatment providers. If you do allow me to use or disclose PHI, you can cancel that permission in writing at any time. I would then stop using or disclosing your information for that purpose. Of course, I cannot take back any information I have already disclosed or used with your permission.

#### Uses and disclosures that DO NOT require consent or authorization:

The law lets us use and disclose some of your PHI without consent or authorization in some cases. Here are some examples of when I might do this.

- If I suspect abuse or neglect, I am legally required to report these suspicions. If a minor discloses to me, or another individual, that they have been physically or sexually abused, I am required to notify Child Protective Services within 48 hours of receiving the information.
- If you are involved in a lawsuit or legal proceeding, and I receive a subpoena, discovery request, or other lawful process.
- If I have to disclose some information to the government agencies that check on us to see that I am obeying the privacy laws.
- For law enforcement purposes, such as if asked to do so by a law enforcement official to investigate a crime or criminal.
- To prevent a serious threat to health or safety. For example, if I come to believe that there is a serious threat to your health or safety during our session, I can disclose some of your PHI to contact emergency personnel. I will only do this to persons who can provide the immediate aid.

As an accounting of disclosures I have made when I disclose PHI, I may keep some records of whom I sent it to, when I sent it, and what I sent. You can get an accounting (a list) of many of these disclosures.

#### Your rights concerning your PHI:

1. You can ask me to communicate with you about your health and related issues in a particular way or at a certain place that is more private for you. For example, you can ask me to call you at home, and not at work, to schedule or cancel an appointment. I will try my best to do as you ask.
2. You have the right to ask me to limit what I tell people involved in your care, or with payment for your care, such as family members and friends
3. You have the right to look at the health information I have about you, such as my medical and billing records. You can get a copy of these records, but I may charge you.
4. If you believe that the information in my records is incorrect or missing something important, you can ask me to make additions to my records to correct the situation. You have to make this request in writing. You must also tell me the reasons you want to make the changes.
5. You have the right to a copy of this notice. If I change this notice, I will post the new one in my waiting area, and you can always get a copy at [www.familydynamicscc.com](http://www.familydynamicscc.com)
6. You have the right to file a complaint if you believe your privacy rights have been violated. You can file a complaint with the Secretary of the U.S. Department of Health and Human Services. All complaints must be in writing. Filing a complaint will not change the health care I provide to you in any way.

#### Confidentiality and Minors

Children under 18 years of age are considered minors and cannot consent to therapy. Parents of minors have a right to their child's PHI at any time. However, there are times when it is in the best interest of the minor that discussions in therapy are kept confidential between the minor and therapist. This is especially important for adolescents/teens. When the adolescent client believes there is confidentiality in therapy, the therapeutic relationship is strengthened and they are confident to disclose personal information to work on in session. If there is something you need to know, I first talk with the adolescent about how they want this information shared. For example, do they want to talk with you, me to talk to you, or we tell you together?).

#### If you have questions or problems

If you need more information or have questions about the information described above, or if you have a problem with how your PHI has been handled, or you believe your privacy rights have been violated, contact me right away. If I am unable to resolve your concerns, you have the right to file a complaint with the Secretary of the U.S. Department of Health and Human Services. I promise that I will not in any way limit my care here or take any actions against you if you complain. If you have any questions or problems about this notice or my health information privacy policies, please contact me directly.