

**Notice of Privacy Practices and  
Agreement For Services**

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

Effective January 1, 2016

Julian and Associates Psychotherapy Services only release information about our clients care in accordance with state and federal laws and the ethics of the counseling profession. This document describes the policies and procedures of Julian and Associates related to the use and disclosure of our clients health care information.

**Use and disclosure of protected health information for the purposes of providing services.** Providing treatment services, collecting payment and conducting healthcare operations are necessary activities for quality care. State and federal laws allow us to use and disclose your health information for these purposes.

Signing this document represents a professional agreement between you and your therapist as well as Julian and Associates. You may revoke this agreement by providing a written notice to your therapist and that revocation will be binding, unless action has already been taken based on your initial agreement.

**Standard Fees and Billing**

Intake (1 to 3 sessions).....	\$170.00	20-30 minute therapy session .....	\$55.00
45-50 minute therapy session.....	\$110.00	60 minute therapy session .....	\$145.00

If you have health insurance coverage for psychotherapy, you are required to pay your entire co-payment at each session. If you do not have health insurance coverage, you are expected to pay for each session in full, at the time of service, unless other arrangements have been made. Julian and Associates will gladly arrange for submission of an insurance claim to your health insurance carrier (HIC) provided that we have the necessary information to do so. It is always wise to contact your HIC to ensure the following: if psychotherapy is a covered benefit, if your therapist is an approved provider, the amount of your co-payment, whether psychotherapy is subject to a deductible, and if you require a pre-authorization for psychotherapy. If your HIC does not pay as you anticipated, you are responsible for the amount that your HIC does not cover. Signing this document indicates that you understand and agree to these terms.

Please note that your HIC will not reimburse for missed sessions. It is important that you give your therapist a 24hr notice if you will be unable to attend a scheduled appointment. Missing multiple appointments and missing appointments regularly will negatively interfere with your treatment and impede progress, for this reason your therapist may need to discuss the continuation of care.

If financial difficulties arise for you, please let your therapist know immediately so you can discuss an alternative payment schedule or make other arrangements.

## Exceptions Confidentiality

In general everything that you and your therapist discuss during the counseling session is confidential however, it is important that the guidelines regarding confidentiality be well understood before therapy begins. Your therapist will review this material with you at your first appointment but please read this material carefully so that any concerns or questions you have are adequately addressed.

The law protects privacy of all communications between patient and a therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and/or Iowa law. However, in the following situations, no authorization is required:

- Your counselor may occasionally find it helpful to consult with other Julian and Associate therapist about your care. During consultation no identifying information will be shared. All therapist are required may law to keep confidentiality and receive training about rules and regulations about confidentiality.
- If a government agency is requesting information for health oversight activities, your counselor may be required to provide that particular information.
- If you file a complaint or a lawsuit against a therapist, the counselor may need to disclose relevant information regarding counseling sessions.
- Insurance and patient billing is done within our office by an independent contractor. Our independent contractor has received training about the rules, regulations, and ethics of confidentiality and completely understands the importance of protecting your privacy. The independent contractor never has access to your clinical record and is only provided with enough information to bill your HIC and/or the responsible party using the address you provided.
- If you are involved in a court proceeding, and a request is made for information concerning the professional services that have been provided by your therapist, such information is protected by the “therapist-patient privilege” law. Your therapist cannot provide any information without your written authorization or a court order. Please note your records can be subpoenaed, which is a court order that requires your therapist provide the requested information. If you are involved in, or contemplating litigation, you should consult with your attorney to carefully consider whether or not it is in your best interest to ask your therapist to disclose your mental health information to any entity, including your own lawyer, involved in the litigation.
- If your therapist needs to contract with another business, such as an accountant for the purpose of a full audit, we are required by HIPAA to have a formal “Business Associate Contract” in place with that business. In this contract, the other business promises to maintain the confidentiality of any data provided by your therapist, except as specifically allowed in the contract or otherwise required by law.
- If a patient files a worker’s compensation claim your therapist must, upon appropriate request, provide any information concerning the employee’s physical or mental condition relative to the claim.

- Please note your records can be *subpoenaed*, which is a court order that requires your therapist to provide the requested information. If you are involved in, or contemplating litigation, you should consult with your attorney to *carefully* consider whether or not it is in your best interest to ask your counselor to disclose your mental health information to any entity, *including your own lawyer*, involved in the litigation.

There are some situations in which your therapist is legally obligated to take actions, which she believes are necessary in order to attempt to protect patients or others from harm and, under such circumstances, she may need to reveal some information about a patient. These situations are unusual in practice but are as follows:

- If a patient communicates an imminent threat of serious physical harm to yourself, including suicide, the therapist may be required to disclose confidential information in order to take protective actions. These actions may include initiating hospitalization, contacting a family physician or psychiatrist, contacting the police for a safety check, or contacting family members or others who can assist in providing protection.
- If you communicates an imminent threat of serious harm to an identifiable victim including elder or minor harm the therapist may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If she has reasonable cause to believe that a child, to whom she has provided professional services, has been abused OR if she suspects that a dependent adult, to whom she has provided professional services, has been abused, the law requires that she file a report with the appropriate government agency, usually the Department of Human Services. Once such a report is filed, she may be required to provide additional information.

If such a situation arises, your therapist will make every effort to discuss it fully with you before taking any action, and he or she will limit her disclosure to only what is necessary. In the event of your death, your right to confidentiality continues. The administrator or executor of your estate assumes your right to sign on your behalf for release or disclosure of your records. While this written summary of exceptions to confidentiality should prove helpful and informing you about potential problems, it is important that any questions or concerns are discussed. The laws governing confidentiality can be quite complex, and in situations where specific advice is required, a formal legal consultation may be necessary.

### **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 your therapist amend your record, requesting an accounting of disclosures of protected health information that you have consented to or authorized, determining the location to which protected information disclosures are sent, having any complaints you make about these policies and procedures recorded in your records, and the right to a paper copy of the “Agreement for Services” and the “Notice of Privacy” documents. Your therapist will be happy to discuss any of these rights with you.

## Minor Children and Parents

If you are a parent, you should be aware that the law may allow you to examine your child's treatment record if s/he is under 18 years of age and is not emancipated. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, your therapist will probably have a discussion with you about the negative impact of demanding to see a copy of your child's treatment record. In lieu of reading your child's record, your therapist will provide you with information about the progress of your child's treatment and his/her attendance at scheduled sessions. As each case is different, you are encouraged to ask the therapist for more specific details on this issue at the beginning of treatment. If a step-parent is involved, a legal parent will be asked to sign a release of information form before information regarding the minor child is discussed with a step-parent; even if the child's primary residence is with that step-parent.

\_\_\_\_\_ I have read this copy of the "Agreement for Services." I was informed that I can download a copy of this form (your from the Julian and Associates website or read the copy provided in a three ring notebook in the Julian and Associates reception room.)

\_\_\_\_\_ I have been offered a copy of the "Notice of Privacy." I was informed that I can download a copy from (you're the Julian and Associates website or read the copy available in a three ring notebook in the Julian and Associates reception room.)

Your signature below indicates that you have read the information in this document and agree to abide by its terms during the duration of your professional relationship with your therapist, as well as with Julian and Associates.

\_\_\_\_\_  
Patient/Parent/Legal Guardian Signature Date

\_\_\_\_\_  
Patient/Parent/Legal Guardian Signature Date